

# **PERSONNEL POLICIES AND PROCEDURES MANUAL FOR MOULTONBOROUGH, NH**

**Approved November 7, 2019**

**This document supersedes all Personnel Policies  
Previously established or approved by the  
Town of Moultonborough, NH.**

## **INTRODUCTORY MESSAGE**

### **Welcome to the Town of Moultonborough, NH!**

Starting a new job is exciting and at times can feel overwhelming. This Personnel Policies and Procedures Manual has been developed to help employees get acquainted with how we do things and answer many of your initial questions about your employment with Moultonborough. It is also to be used as a reference for all employees.

As an employee of the Town of Moultonborough, 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. See the Moultonborough Community Charter which follows this welcome message and identifies what behaviors we expect from all members of the community including our employees.

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

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

Sincerely,

Joel R. Mudgett, Chair  
Jean M. Beadle, Selectman  
Charles M. McGee, Selectman  
Kevin D. Quinlan, Selectman  
Russell C. Wakefield, Selectman

## **BOARD OF SELECTMEN**

### **Moultonborough Community Charter**

**We, the Community of Moultonborough, affirm the existence of the following ethical ideals:**

**Respect** - means to hold yourself, others, the community, and the environment in such high regard that thoughts, words and deeds promote the health, strength, and highest quality of existence for all.

**Responsibility** - means to distinguish between right and wrong, to be morally, legally, and mentally accountable and to understand there are consequences for all choices.

**Integrity** - means to be honest, truthful, trustworthy, sincere, fair and honorable.

**Compassion** - means to recognize the distress of others and to have the desire to make a difference by providing relief and help.

**Moral Courage** - means deliberate and practical reasoning and action in circumstances of difficulty, intolerance, or trouble.

**Therefore, we encourage all members of our community to embrace, practice, promote, and uphold these ideals.**

## ABOUT THIS MANUAL

The policies outlined in this Manual should be regarded as guidelines only, which may require changing from time to time. The policies in this manual apply to all employees. Policies currently in place via employment contracts and collective bargaining agreements that conflict or contradict with policies in this manual shall apply per the employment contract or collective bargaining agreement.

The Town of Moultonborough retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town of Moultonborough. This Manual supersedes and replaces any and all prior Manuals, policies, procedures, and practices of the Town of Moultonborough.

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

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

Please also be aware that the Town of Moultonborough reserves the right to change, revise, or eliminate any of the policies, procedures, or benefits described in this Manual at any time, in its sole discretion. If and when provisions are changed, you may be given replacement pages for those that have become outdated. A copy of this Manual and any changes may also be placed on our Town website, bulletin boards and in the Town of Moultonborough's Administrative Business Office.

Effective date: November 7, 2019

Revised: October 19, 2023

This document supersedes all documents, same subject matter that predate it.

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

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

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

- I have received a copy or been directed to where it is located on the Town website and understand that it is my obligation to read the Personnel Policies and Procedures Manual. I understand that the policies described in the Manual are subject to change at the Town's sole discretion at any time. I understand that this Manual supersedes and replaces all other previous manuals and personnel policies for the Town of Moultonborough as of **November 7, 2019**.
- I acknowledge that I have the right to terminate my employment with the Town of Moultonborough at any time without notice. In turn, I acknowledge that the Town of Moultonborough has the right to terminate my employment in its sole discretion, subject to any statutory or federal or state constitutional requirements.
- I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits.
- I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of the Town of Moultonborough premises or with non-Town of Moultonborough employees, except as required by law.
- I understand that my signature below indicates that I have read and understand the above statements and have reviewed a copy of the Personnel Policies and Procedures Manual and/or may access it on the Town website.

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

Date: \_\_\_\_\_

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Employee's Signature

## **TABLE OF CONTENTS**

<b>I. GENERAL PROVISIONS.....</b>	<b>1</b>
OUR WORKPLACE .....	1
EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST DISCRIMINATION AND HARASSMENT .....	1
SEXUAL HARASSMENT POLICY .....	2
REPORTING PROCEDURE FOR SEXUAL AND OTHER UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION.....	4
ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES .....	5
<b>II. EMPLOYEE CLASSIFICATIONS.....</b>	<b>5</b>
EMPLOYMENT AT-WILL .....	5
EMPLOYMENT CLASSIFICATIONS .....	5
<b>III. COMPENSATION AND HOURS OF WORK.....</b>	<b>7</b>
PRIMARY EMPLOYMENT .....	7
REPORTING OF TIME WORKED.....	7
PAY/PAY PERIODS.....	7
WORK WEEK/HOURS OF WORK.....	7
PAYROLL DEDUCTIONS.....	8
REIMBURSABLE EXPENSES .....	9
OVERTIME.....	9
LONGEVITY.....	10
CONTINUING EDUCATION TUITION REIMBURSEMENT.....	10
BREAKS AND MEAL PERIODS .....	10
<b>IV. TIME AWAY FROM WORK AND OTHER LEAVE BENEFITS.....</b>	<b>10</b>
HOLIDAYS .....	10
ABSENT LEAVE.....	11
SICK BANK .....	12
FAMILY AND MEDICAL LEAVE .....	13

MATERNITY LEAVE.....	17
PERSONAL LEAVE OF ABSENCE .....	18
MILITARY LEAVE.....	18
BEREAVEMENT LEAVE.....	20
JURY DUTY/WITNESS LEAVE.....	20
LEAVE OF ABSENCE FOR VICTIMS OF CRIME .....	20
MEDICAL BENEFIT PLAN .....	21
DENTAL PLAN .....	22
LIFE INSURANCE .....	22
RETIREMENT PLAN.....	22
LONG-TERM DISABILITY.....	22
COBRA.....	23
WORKERS' COMPENSATION INSURANCE AND REPORTING	
WORKPLACE INJURIES .....	23
TEMPORARY ALTERNATIVE DUTY POLICY.....	23
SOCIAL SECURITY.....	24
<b>V. ON THE JOB .....</b>	<b>24</b>
ATTENDANCE.....	24
CONFIDENTIALITY.....	25
COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY .....	25
PERSONAL DRESS .....	28
INCLEMENT WEATHER.....	29
MOTOR VEHICLE VIOLATIONS.....	29
OPERATION OF VEHICLES .....	29
TOWN SECURITY .....	30
CONFLICT OF INTEREST .....	31
POLICY AGAINST NEPOTISM.....	31
CODE OF CONDUCT .....	31

DISCIPLINE.....	32
VOLUNTARY DISPUTE RESOLUTION PROCEDURE .....	32
PERSONNEL RECORDS .....	32
PERFORMANCE APPRAISALS .....	33
PROMOTIONS, TRANSFERS & JOB POSTINGS.....	33
<b>VI. EMPLOYEE SAFETY AND HEALTH.....</b>	<b>33</b>
PHYSICALS AND OTHER EXAMINATIONS.....	33
HEALTH & SAFETY PROGRAM.....	34
SAFETY COMMITTEE.....	35
WORKPLACE VIOLENCE.....	35
ALCOHOL AND DRUG POLICY .....	35
SMOKING POLICY .....	37
WORKPLACE SEARCHES .....	37
CELL PHONE/PDA POLICY .....	37
<b>VII. OTHER .....</b>	<b>38</b>
SOCIAL NETWORKING AND BLOG POSTINGS.....	38
<b>VIII. APPENDIX .....</b>	<b>40</b>
1. POLICY STATEMENT #28 CLOSURE OF TOWN BUILDINGS AND FACILITIES DUE TO INCLEMENT WEATHER.....	40
2. POLICY STATEMENT #24 CONTINUING EDUCATION TUITION REIMBURSEMENT.....	43
3. BENEFITS GRID.....	45
4. JOB PERFORMANCE REVIEW & MERIT PAY INCREASES.....	46
5. ORDINANCE #21 CODE OF CONDUCT OF TOWN OFFICERS AND EMPLOYEES.....	47
6. POLICY ON CELL PHONES.....	51
7. PHYSICAL AND OTHER EXAMINATIONS .....	53
8. SICK BANK.....	54

## **I. GENERAL PROVISIONS**

### **OUR WORKPLACE**

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

### **EQUAL EMPLOYMENT OPPORTUNITY AND POLICY AGAINST DISCRIMINATION AND HARASSMENT**

The Town of Moultonborough is committed to a policy of equal employment opportunity to all persons based on individual merit, competence and need. The Town of Moultonborough will not discriminate against employees or applicants for employment based on any legally-protected status, including, but not limited to: veteran or military status, marital status, physical or mental disability, age, race, color, religion, sex, sexual orientation, pregnancy, national origin, ancestry or genetic information. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, and transfer, leaves of absence, compensation, benefits and training.

In support of our commitment to equal employment opportunities, the Town of Moultonborough prohibits all discrimination and/or harassment based on any class and/or characteristic protected by applicable law. This policy prohibits all the activities discussed herein, whether engaged in by a supervisor, employee, co-worker, agent, volunteer or other non-employee who is on the Town of Moultonborough premises or who comes into contact with the Town of Moultonborough employees. Examples of prohibited conduct include, but are not limited to:

- Epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that are based on or that relate to race, color, religion, gender, national origin, genetic information, ancestry, pregnancy, age, disability, sexual orientation, marital status, veteran status, and/or any other characteristic protected by applicable law;
- Written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, marital status, pregnancy, national origin, genetic information, ancestry, age, disability, sexual orientation, veteran status, and/or any other characteristic protected by applicable law; and,
- Offensive comments, jokes, innuendos, and other statements or conduct based on an individual’s membership in any of the legally protected categories listed above, and/or any other characteristic protected by applicable law.

Please also review and refer to the Sexual Harassment Policy for more information on prohibited conduct. The Town of Moultonborough prohibits all the activities discussed above, as well as other forms of harassment and/or discrimination, whether engaged in by a supervisor, agent, employee,

co-worker, volunteer, or other non-employee (such as a vendor) who is on our premises or who comes in contact with our employees. Any employee who violates this policy or otherwise acts inappropriately will be subject to corrective and/or disciplinary action, up to and including termination of employment. Please note that the Town of Moultonborough may take corrective and/or disciplinary action to address inappropriate conduct even if it does not rise to the level of unlawful harassment and/or discrimination.

It is important to note that the types of conduct explained and/or referenced in this policy as well as the Town's Sexual Harassment Policy are prohibited regardless of the intent of the person(s) engaging in the conduct (i.e. to be intentionally offensive, a misguided attempt at humor, attempts at establishing a romantic relationship, etc.). Prohibited conduct under this policy and the Town's Sexual Harassment Policy includes conduct that is direct as well as indirect (e.g. overheard conversations, e-mail messages sent or forwarded by accident, etc.).

If you experience or witness what you believe may be harassment and/or discrimination in violation of this policy, you must immediately report such conduct. Do not assume that the Town of Moultonborough is aware of the problem. Each employee has a responsibility to report harassment and discrimination. It is only through the active involvement of all employees that the Town of Moultonborough can prevent and correct harassment and discrimination in the workplace. All reports must be made in accordance with the Reporting Procedure contained in this Manual. The matter will be promptly and fairly investigated, and appropriate action will be taken, depending on the nature and severity of the conduct.

Retaliation against an employee who complains in good faith about harassment and/or discrimination or who participates in good faith in an investigation of a complaint is a violation of this policy. Retaliation is a form of unlawful harassment and will be handled in the same manner as other forms of harassment. If you believe that you have been subjected to retaliation, you must report the incident in accordance with the Reporting Procedure contained in this Manual.

## **SEXUAL HARASSMENT POLICY**

### **A. Introduction**

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

The Town of Moultonborough will promptly and fairly investigate all complaints of sexual harassment and, if it is determined that a violation of this policy has occurred, the Town will act promptly to eliminate the conduct and implement appropriate corrective and/or disciplinary action, up to and including termination of employment.

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

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

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

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

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

While it is not possible to list all of the types of conduct that might violate this policy, the following are some examples of prohibited conduct:

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

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

Employees must report any conduct that violates this policy using the Reporting Procedure contained in this Manual. Do not assume that the Town of Moultonborough is aware of the problem. Each employee has a responsibility to report sexual harassment. It is only through the active involvement of all employees that the Town of Moultonborough can prevent and correct sexual harassment in the workplace.

Experience has shown that a clear statement to the person engaging in the offensive behavior is sometimes all that is necessary to stop the conduct. If you believe you are being harassed and/or are offended by another's conduct, we encourage, but do not require, you to let the person engaging

in the offensive conduct know how you feel. Even if the discussion with the person engaging in the harassing and/or offensive conduct may resolve the issue, the matter must be reported to the Town of Moultonborough using the Reporting Procedure contained in this Manual.

The matter will be promptly and fairly investigated and, if it is determined that a violation of this policy has occurred, the Town will act promptly to eliminate the conduct and implement appropriate corrective and/or disciplinary action, up to and including termination of employment.

D. Retaliation

Retaliation against an employee who complains in good faith about sexual harassment or who participates in good faith in an investigation of a complaint is a violation of this policy and is prohibited by law. Employees that engage in retaliatory conduct will be subject to corrective and/or disciplinary action, up to and including termination of employment. If you believe that you have been subjected to retaliation, you must report the incident in accordance with the Reporting Procedure contained in this Manual.

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

Any employee who has observed, been made aware of, or experienced conduct in violation of the Town of Moultonborough's Equal Employment Opportunity and Policy Against Discrimination and Harassment and/or Sexual Harassment Policy must immediately report such actions. All reports must be made in accordance with the following procedure:

- Promptly notify your respective Department Head, the Human Resources Manager, the Town Administrator or Chairperson of the Select Board of the conduct. An employee can report the matter to any (or more than one) of these individuals, verbally or in writing.
- Supervisors and managers who become aware of discriminatory, harassing, and/or retaliatory conduct, or receive a complaint of discrimination, harassment, and/or retaliation must report the conduct and/or complaint immediately to the Town Administrator or the Board of Selectmen.
- The Town will promptly and fairly investigate incidents reported through this procedure. The investigation may be conducted internally or in appropriate circumstances, an outside investigator may be retained.
- Investigations will typically include private interviews with the person filing the report and with witnesses. The person alleged to have violated the Town's policies will also typically be interviewed. Any employee asked to participate in an investigation is expected to cooperate fully and truthfully.
- The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. When the investigation is complete, to the extent appropriate, the Town of Moultonborough will inform the person filing the report/complaint and the person alleged to have violated the policy/policies of the results of the investigation.

Any employee, supervisor, volunteer or agent of the Town of Moultonborough who has been found to have engaged in conduct that violates our policies against discrimination, harassment, and/or

retaliation will be subject to appropriate corrective and/or disciplinary action, up to and including immediate discharge.

## **ACCOMMODATION FOR INDIVIDUALS WITH DISABILITIES**

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

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

## **II. EMPLOYEE CLASSIFICATIONS**

### **EMPLOYMENT AT-WILL**

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

### **EMPLOYMENT CLASSIFICATIONS**

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

**REGULAR FULL-TIME EMPLOYEES:** Individuals who are regularly scheduled to work 40 or more hours per week.

**REGULAR PART-TIME EMPLOYEES:** Individuals who are regularly scheduled to work less than 29 hours per week or 1,508 compensated hours in a year.

**TEMPORARY EMPLOYEES:** Individuals who are hired for specific periods of time or for the completion of a specific project are classified as Intermittent or Seasonal.

**INTERMITTENT:** Individuals who are working a schedule that is set on a periodic and irregular basis not exceeding, in general, 18 hours in a week, 60 hours in a month, or 800 hours in a year. Persons in these positions are often referred to as Per-Diem employees.

**SEASONAL:** An individual with a work schedule that has a defined end and beginning during the course of the year related to the specific provision of a given task (e.g. Laborers, Recreation Counselors, and Lifeguards). and not generally exceeding 700 hours over the course of a six-month season.

**CALL FIREFIGHTERS:** Employees who are employed by the Fire Department, who works on a periodic and irregular basis answering calls for duty to respond to and extinguish fires or perform other fire department emergency services, to engage in emergency services training and other duties as directed by the fire chief. These individuals, in general, work fewer than 18 hours in a week, 60 hours in a month, or 800 hours in a year. Employees in these positions are often referred to as Paid Call employees, receiving compensation as part-time firefighters/emergency responders reporting to work and receive compensation only when alerted by a dispatcher or activated by the fire chief.

**PROBATIONARY EMPLOYEE:** A working test period, following initial appointment or promotion during which an employee is required to demonstrate by conduct and actual performance of the duties his/her ability to successfully perform the essential functions for the position to which he/she is appointed. The duration of a probationary period varies by Town Department.

With the exception of an Intermittent employee periodically being retained in a Seasonal classification, or vice-versa, provided they do not work more than 1,040 hours in a year in both classifications, no person shall be worked outside of their classification (e.g. an Intermittent used as a Part-Time, a Part-Time used as a Full-Time for a period of time) for more than sixty (60) days upon the approval of the Finance Director, upon a form to be designed by them. Such approval shall not confer any award of benefits upon the employee during this time period (e.g. insurance or absent leave). No person shall be used outside of their classification for a period of more than 60 days without the prior written authorization of the Select Board, upon a form to be designed by the Finance Director, which shall state the time period for which the approval is granted and the acknowledgement of the right to benefits for such classification.

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

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

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

#### **PRIMARY EMPLOYMENT**

If you are hired, transferred or promoted to a full-time position, then the Town of Moultonborough is your primary employer. You may not accept or continue employment with any other employer without the express written consent of your Department Head. Any secondary employment which creates a conflict of interest with your primary employment or interferes with your ability to effectively and efficiently perform your primary job duties will not be allowed. Part time employees may have secondary employment, as long as their secondary work responsibilities do not create a conflict of interest and do not interfere with your ability to work your scheduled hours or interfere with your ability to effectively and efficiently perform your duties as a Town of Moultonborough employee. No secondary employment may overlap with your work schedule, whether or not you are at work or on an authorized leave.

#### **REPORTING OF TIME WORKED**

##### **WORK HOURS**

The Town of Moultonborough considers a typical workday to be eight hours in length. Actual starting time and closing times vary from department to department. Each department Head, with the approval of the Board of Selectmen, will determine workday hours. The department head establishes work hours for part time and temporary employees.

##### **TIME WORKED**

It is important that your time be accurately reported so that you are compensated for all of the hours that you work. You may be required to complete time sheets or to punch a time clock. No one is authorized to punch a time clock on your behalf, and falsification of time records could lead to disciplinary action, up to and including immediate termination from employment. If there are any changes needed to your weekly timecard, then you must initial the change, indicating that you agree to the change and the accuracy of the change. Your supervisor will provide you with details concerning your obligation to report all time you have worked.

#### **PAY/PAY PERIODS**

Employees are paid on a biweekly basis on Friday's for all hours worked during the prior two pay weeks (Monday-Sunday) preceding pay period. Please review your paycheck for errors. If you find a mistake, report it to the Finance Director immediately. Paychecks will be distributed only to you. Paychecks are distributed either by your supervisor or the Finance Director or may be picked up in accordance with Administrative Regulation #8. Employees may have pay directly deposited into their bank accounts at no charge if they provide advance written authorization to the Town of Moultonborough.

Paychecks will be picked up from the Administration Office by a designated Department Representative. Checks or Direct Deposits will not be released to anyone who is not on the authorized list of personnel for that Department. Paychecks will be hand delivered to the employee whose name appears on the check. (Administrative Regulation No. 8)

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

The Town of Moultonborough's work week begins on Monday at 12:00 a.m. (midnight) and ends on Sunday at 11:59 p.m. Because of the nature of our business, your work schedule may vary

depending on your job and department. When hired, your respective Department Head will inform you of your hours of work.

The Town of Moultonborough requires the presence and diligent efforts of employees in order to provide the requisite level of service to our community. Accordingly, normal weekday hours for the Town are eight hours in length with one half hour off (unpaid) for lunch. However, actual starting times and closing times vary from department to department: Each Department Head, with the approval of the Town Administrator and the Board of Selectmen, will determine workday hours. The Department Head establishes work hours for part-time and temporary employees. The Town of Moultonborough reserves the right to alter or amend any employee's work schedule at its own discretion and in accordance with the needs of the Town. An honor code of conduct exists whereby employees are entrusted to work their scheduled hours. Employees are encouraged to embrace this show of responsibility and commitment to the Town, the community and to each other. All hourly (non-exempt) employees, are required by the Town to keep time records and, must also adhere to this honor code when completing their time records. Time records must be completed fully and accurately, and employees may not provide any false information on time records or any other Town of Moultonborough records.

## **PAYROLL DEDUCTIONS**

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

There are two categories of payroll deductions, those required by state or federal law and those authorized by the employee. Payroll deductions required by state and federal law include federal withholding, Medicare, FICA, and wage garnishments as required by law (including but not limited to child support payments, court-ordered payments, IRS garnishments, etc.) If authorized by an eligible employee, the Town of Moultonborough will also make payroll deductions for health insurance, savings plans, and voluntary contributions to a retirement plan. These deductions will be itemized on your check stub.

The New Hampshire Department of Labor permits these payroll deductions and requires that we provide you with notice of other circumstances in which payroll deductions are permitted by law. Payroll deductions are also permitted by law for: Installment payments of legitimate loans made by the employer to the employee; repayment of accidental overpayments made to the employee; repayment of advances on vacation or other paid time off; voluntary contributions into cafeteria plans or flexible benefit plans, or both, as authorized by section 125 or section 132 of the Internal Revenue Code; voluntary payments by the employee for the following: Union dues and or any other miscellaneous deductions for any purpose on which the employer and employee mutually agree and that does not grant financial advantage to the employer if agreement is in writing and withholding is not used to offset payments intended for purchasing items required in the performance of the employee's job in the ordinary course of the operation of the business.

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

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

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

C. Questions Regarding Paychecks and Deductions

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

Employees are encouraged to contact their Department Head if they have any questions or concerns regarding their pay and deductions. Any reported concerns will be investigated and addressed promptly. If there has been an error, such as a deduction made in error, or an underpayment, the Town will endeavor to make any necessary correction in the next payroll. The Town of Moultonborough will not tolerate retaliation against employees who have expressed concerns using this procedure.

### **REIMBURSABLE EXPENSES**

With prior approval by the respective Department Head, legitimate expenses will be reimbursed by the Town to the employee. The employee must submit receipts in order to be reimbursed. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. See Administrative regulation # 15 or the Finance Director with any questions as to whether and what expenses may be reimbursed.

### **OVERTIME**

From time to time, it may be necessary for you to perform overtime work. All overtime must be approved in advance by your respective Department Head or Supervisor. Except in the event of an emergency, the Town will attempt to provide you with advance notice of the necessity for overtime work. Most non-exempt employees, with the exception of certain law enforcement and fire protection employees are entitled to be paid one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours per week. For purposes of this section the phrase "worked" shall mean (a) time spent physically performing work for which the employee is entitled to compensation, and (b) the use of absent leave which the employee has earned during the course of their employment. You will be advised when you are hired if you are entitled to overtime pay.

Non-exempt Town employees engaged in law enforcement activities will be paid overtime at the rate of one and one-half (1-1/2) times their regular rates of pay for all time worked in excess of 40 hours worked in the 7 day work period. Non-exempt Town/City employees engaged in fire protection activities shall be eligible for overtime pay at time and one-half for all hours worked more than their regularly scheduled shifts, provided they actually work an average of forty-two (42) hours per work week over a two (2) week period. For purposes of this section the phrase "worked" shall mean (a) time spent physically performing work for which the employee is entitled

to compensation, and (b) the use of absent leave which the employee has earned during the course of their employment.

An employee excepting call fire personnel who is called back to work more than half (1/2) hour after a shift has ended or is called in on a day off shall be credited with a minimum of three (3) hours worked whether it shall have been worked in its entirety or not. Call firefighter personnel shall be credited with a minimum of one (1) hour worked whether it shall have been worked in it's entirety or not. An employee who is otherwise called into work prior to the regular start for their shift such that it continues until the regular start of their shift shall not be credited with any such minimum, but instead the item shall be rolled into their shift as if it had been regularly scheduled.

## **LONGEVITY**

All regular full-time employees with five years of full-time employment are eligible for longevity pay. Amount: \$20.00 per year of full-time employment. Payment: Every December, a payroll check will be issued with the proceeds after standard deductions are applied.

## **CONTINUING EDUCATION TUITION REIMBURSEMENT**

The entirety may be viewed as an Appendix #2 to the Personnel Manual.

## **BREAKS AND MEAL PERIODS**

Generally, all Town of Moultonborough employees will be provided with a thirty (30) minute unpaid meal period/break after five (5) consecutive hours of working, unless it is feasible to eat while working and the employee is permitted to do so. Fire protection and law enforcement personnel will receive meal breaks as established by their respective Departments. One or two paid break periods of fifteen (15) minutes may be granted during the workday if possible, but these breaks are not guaranteed.

Break Time for Nursing Mothers: Employees will be provided with a reasonable break time for the employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has need to express the milk. A private area will be provided. "These breaks are unpaid."

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

### **HOLIDAYS**

Full-time and part-time employees except those covered by employment contract or collective bargaining agreement that states otherwise, are granted the paid holidays listed below, subject to annual approval of the Select Board provided that the employee normally works on that day and provided that the employee works his or her assigned day preceding and following the holiday. For hourly employees, holiday pay will be paid at the straight time hourly rate and will be pro-rated for employees that regularly work fewer than eight (8) hours on that day. For hourly fulltime fire personnel working rotating shifts, holiday pay will be paid at the straight time hourly rate for 8.4 hours. Temporary employees are not entitled to paid holidays.

Holidays:

- |                    |                           |
|--------------------|---------------------------|
| a. New Year's Day  | f. Columbus Day           |
| b. President's Day | g. Veteran's Day (Nov 11) |

- |                            |                           |
|----------------------------|---------------------------|
| c. Memorial Day (Observed) | h. Thanksgiving           |
| d. Independence Day        | i. Day after Thanksgiving |
| e. Labor Day               | j. Christmas Day          |

Some employees may be required to work on holidays. Employees shall be paid time and one half of their regular wage for time worked on a holiday in addition to holiday pay. Employees who are absent for unauthorized reasons on a day directly preceding or directly following the holiday shall forfeit pay for the holiday.

All holidays will be observed on the day designated by the Select Board.

### **ABSENT LEAVE**

Absent Leave is a time for you to rest, relax, and pursue special interests or is to be used when accident or illness forces you to stay out of work. The Town of Moultonborough provides paid Absent Leave as one of the many ways in which we show our appreciation for your hard work and continued service.

Only regular full-time and regular part-time employees are eligible for paid Absent Leave. No other employees are entitled to paid Absent Leave unless otherwise specifically identified as eligible.

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

Employees may earn a bank of Absent Leave Time ("leave time") they may use to be absent from work with, in accordance with the terms and conditions of this section:

Full time employees, except those covered by employment contract or collective bargaining agreement that states otherwise, shall accrue leave time in accordance with following schedule:

<b>Term of Service</b>	<b>Accrued Hours Per Week</b>
0 to 1 Years	3.00
1+ to 5 Years	4.00
5+ to 10 Years	4.50
10+ to 15 Years	5.00
15+ to 20 Years	5.50
20+ to 25 Years	5.75
Over 25 Years	6.00

Part time employees shall accrue leave time on the basis of the same schedule provided that shall be pro-rated by a percentage to be determined by the basis of the hours they are informed they will work in their appointment letter, divided by 2080.

Accruals of leave time hereunder shall be capped at 500 hours for full time employees and 250 hours for part-time employees. At the time of conversion to absent leave, the vacation time and sick time that any employee had on the books, along with any time they had accrued under the prior vacation system since January 1, 2012, was consolidated into one single number. Any employee who had more than 400 hours of leave as the result of such consolidation had the time in excess of that amount swept into a personal absent leave reserve (The Reserve) for their use in

accordance with the provisions herein. Any leave in the Reserve shall not be eligible to be drawn by the employee.

Except as may otherwise be prescribed by statute; leave time shall cease to accrue upon an unpaid absence from work for more than thirty (30) days. Leave time will begin to accrue again upon the first of the month following the employee's return to work. Employees who are not accruing leave time will not be paid for holidays which occur during this non-accrual time period but will have the right to use leave time to otherwise be paid for such a day.

With the respect to the usage of time from the employee's reserve, they may make application to use it for an extended (i.e. more than 3 days) of illness or disability upon having less than eighty (80) hours or absent leave remaining and may use such Reserve time prior to exhausting said eighty (80) hours of absent leave.

Leave time may be used for the purposes of vacation, illness or disability, to attend medical appointments, to attend to the care of members of the illness or medical needs of one's immediate family, a contribution of time to the Town's Sick Leave Bank, or its equivalent, in accordance with the provisions thereof, maternity leave, a work related injury and personal needs. It must be used in increments of on-quarter hour (i.e.  $\frac{1}{4}$ ,  $\frac{1}{2}$ ,  $\frac{3}{4}$ , 1 etc.)

All employees must submit requests for Leave Time to their respective Department Head (or for department heads to the Town Administrator) in writing. Requests should be submitted at least two weeks in advance of the requested leave dates. Leave Time may be taken only if the request is approved by the respective Department Head. All employees shall also include their leave time on payroll time sheets once taken to ensure proper accounting for leave.

Any absence due to injury or medical reasons of more than three (3) consecutive scheduled days may require a licensed health care provider's certificate unless excused by the Town Administrator. Failure to produce a health care provider's certificate, when requested, may result in loss of compensation for the work missed. Employees must report all absences due to injury or medical reasons to the Department Head or the Town Administrator as soon as possible. Failure to report absences will result in disciplinary action by the proper authority.

An employee who is separated from the town for cause, or an employee who does not provide 14 calendar days' notice of his/her resignation date is not entitled to payment of unused accrued absent leave. An employee who separates from the town in good standing and with a minimum of 14 calendar days' notice shall be entitled to draw any remaining leave time provided that all such draws shall be capped at a maximum of 240 hours for a full-time employee and 120 hours for a part-time employee. The Town Administrator can waive the notice period for exigent circumstances at his/her sole discretion.

## **SICK BANK**

No Employee shall be obligated to participate in the Sick Leave Bank because of employment with the Town of Moultonborough.

The Sick Leave Bank provides offsetting pay for a limited time to those participating Town employees who exhausted their sick leave time and suffer from a disabling injury or illness. The Sick Leave Bank is a voluntary, participative arrangement entered into by employees seeking to provide some measure of relief to ill or disabled peers. The Sick Leave Bank represents no obligation to or on the Town of Moultonborough, NH. Participation by the Board of Selectmen, individually or collectively, does not represent sanction from or obligation upon the Town of

Moultonborough or its residents and taxpayers. The Selectmen choose to participate only as a means of facilitating the goals set forth and accepted by participating employees.

Employees may contribute leave credits up to a total of four hundred eighty (480) hours.

The entirety of the Sick Bank Policy may be viewed as an Appendix #8 to the Personnel Manual.

## **FAMILY AND MEDICAL LEAVE**

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

- (1) The birth of the employee’s child and to care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);
- (2) The placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);
- (3) The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self-care and the employee is needed for such care (“covered family members”);
- (4) The employee’s own serious health condition that renders the employee unable to perform his or her job;
- (5) A “qualifying exigency” (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on “covered active duty” or has been notified of an impending call or order to “covered active duty” in the United States Armed Forces;
- (6) The employee is a spouse, son, daughter, parent, or next of kin of a “covered service member” (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.

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

The employee must have worked for the Town for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request; and

At the time leave is requested, the employee must either: (a) work at a site where the Town of Moultonborough employs fifty (50) or more employees or (b) work at a worksite where the Town employs fewer than fifty (50) employees if fifty (50) or more employees are employed within a seventy-five (75) mile radius of the worksite.

Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5), above, the employee is entitled to up to twelve (12) work weeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the

number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2008, four weeks beginning June 1, 2008, and four weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. Beginning on February 1, 2009, the employee would be entitled to start accruing new time up to four weeks; on June 1, 2009, the employee would be entitled to start accruing 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 twenty-six (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 work weeks 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 work weeks 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 work weeks of leave may be taken within any single 12-month period.

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

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

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in paragraphs (1) and (2), above, use of intermittent leave is subject to the Town of Moultonborough's 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, or other benefits. If an employee is a salaried employee, the Town will adjust the employee's salary based on the amount of time actually worked.

While an employee is on intermittent or reduced schedule FMLA leave, the Town may temporarily transfer the employee to an available alternate position that better accommodates the employee's

recurring leave and that has equivalent pay and benefits.

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

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

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

If paid leave is substituted for unpaid FMLA leave, the Town will deduct the employee’s portion of the health plan premium as a regular payroll deduction.

If an employee’s leave is unpaid, or is paid through workers’ compensation, or other benefits not provided through the Town’s payroll system, the employee must pay his or her portion of the premium by making arrangements with the Town.

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

If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse the Town of Moultonborough for the cost of the premiums paid by the Town for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other circumstances beyond the employee’s control. If the FMLA leave is for a condition that is covered under the Town’s 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 unpaid leave but will not accrue further during the leave period. For example, an employee on unpaid leave will not accrue additional Absent Leave days.

Requesting Leave: Employees must complete the appropriate FMLA leave request forms. These forms are available from the Finance or Human Resources Department.

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 Department Head and Administration (thirty) 30 days’ prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting the Town’s operations.

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

Medical Certifications: If an employee is requesting leave because of the employee’s serious

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

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

The Town may also require subsequent medical recertification. Failure to provide requested recertification 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 may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms, including but not limited to a child's birth certificate, a court document, etc.

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

**Returning To Work:** At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Town of Moultonborough. Key employees are those employees who are among the highest paid ten percent (10%) of employees within 75 miles of the worksite.

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

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

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

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

Any questions relative to FMLA leaves, including eligibility requirements, should be directed to the Human Resources Manager or Finance Director at Moultonborough's Town Office.

## **MATERNITY LEAVE**

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

Employees must use their accrued Absent Leave time before taking unpaid leave under this policy.

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

When the employee is physically able to return to work, her original job or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. An

employee who cannot be returned to her original or a comparable position will remain eligible to apply for any available position within the Town.

## **PERSONAL LEAVE OF ABSENCE**

The Town of Moultonborough recognizes that due to personal circumstances, it may be necessary for an employee to request more time off than is provided under state or federal law or other Town policies. A personal leave of absence may be granted at the sole discretion of the Board of Selectmen for an employee who has exhausted his/her leave available under our other leave policies, including Absent Leave and FMLA, and is normally only granted for compelling reasons.

Personal leaves of absence will be unpaid, and an employee on an unpaid personal leave of absence is not entitled to accrue any benefits, including, but not limited to, holidays and absent leave.

Employees who are granted a personal leave of absence may continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue health insurance coverage by making arrangements with the Finance Director to pay the entire amount of the appropriate monthly premium in advance each month.

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

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

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

## **MILITARY LEAVE**

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

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

**Notice of Leave Request:** An employee needing time away from work for service or training in the uniformed services should make their respective 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 thirty (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.

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

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

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

**Pension:** See NHRS.

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

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

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

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

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

Questions regarding this policy should be directed to the Human Resources Manager or Town Administrator.

### **BEREAVEMENT LEAVE**

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

In the event of the death of a member of a full-time or part-time employee's immediate family, the Town provides three (3) days paid time off. An additional two days may be granted by the Town Administrator under special circumstances. The three (3) workdays usually include the day before the funeral, day of and a day after. Pay for part-time employees will be pro-rated based on the number of hours, if any, the employee regularly works on those days. "Immediate family" includes spouse (or legally recognized equivalent for out-of-state employees), children (including biological or by adoption), stepchildren, parents, brothers, sisters, step-parents, step-brothers, step-sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee.

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

The Town considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. In addition, employees subpoenaed as a witness will also be granted leave in accordance with this policy. 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. Temporary employees, jury or witness duty will be considered an excused unpaid absence. A full-time or part time employee called for jury duty (*or subpoenaed as a witness*) shall be granted paid leave for three days (3) days for the period of the civil involvement and any absence thereafter will be unpaid leave, unless otherwise required by state or federal law. Employees who are compensated for jury duty shall be paid the difference between their regular day's pay and the amount of compensation they receive for performing their jury duty.

Employees summoned for jury duty or subpoenaed as a witness must inform their respective Department Head as soon as possible and must present a copy of the summons or subpoena to Finance Director. If released from jury duty or witness obligations on any day, the employee is expected to return to work.

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

The Town will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. For purposes of this policy, a "victim" is any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

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

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

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

Leave taken under this policy is unpaid, although an employee may elect to use his or her accrued, unused absent leave.

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

## **MEDICAL BENEFIT PLAN**

Eligible full-time employees may participate in our medical insurance plan. Employees may enroll in either a single, two-person, or family plan after meeting the eligibility criteria stated in our plan documents. Further information concerning this benefit can be found in the Individual Plan Description available from Human Resources or the Finance Director. To assist you with the cost of this insurance, the Town currently pays a portion of the premium for single, two-person, or family coverage. The balance is to be paid by the employee through an authorized payroll deduction. The Town may adjust these contribution amounts periodically in its discretion. Enrollment forms, current rates and contributions may be obtained from Human Resources or the Finance Director.

**Opt Out Program:** During the annual insurance enrollment period an eligible employee may receive 50% of the cost the Town would otherwise have incurred for a single health insurance plan, which shall be disbursed on a pro-rata bi-weekly basis with their compensation. Irrespective of this provision, any person who was receiving payments under this provision prior to October 13, 2016, shall continue to receive payments in accordance with the policy in effect as of that date, unless and until they enroll in the Town’s health insurance coverage. Payment for any subsequent Opt Out elections shall be paid in accordance with this policy. The applicant for the Opt Out program is required to provide proof of health insurance coverage from sources other than one paid for by the Town and execute an acknowledgement of the rules of the program. Prior to the next annual enrollment period, employees may only re-enroll in the health insurance plan if they

have a triggering “change in circumstances or a qualified event.” Such Opt Out payments are not used in pension calculations. Employees covered under a plan of a Town employed spouse or family member are not eligible for Opt Out payments.

Please see Human Resources or the Finance Director for more details.

## **DENTAL PLAN**

Eligible full-time employees may participate in our dental plan. Employees may enroll in either a single, two-person, or family plan after meeting the eligibility criteria stated in our plan documents. Further information concerning this benefit can be found in the Individual Plan Descriptions available from Human Resources or the Finance Director. Enrollment forms may also be obtained from Human Resources or the Finance Director. To assist you with the cost of this insurance, the Town currently pays a portion of the premium for single two-person, or family coverage. The balance is to be paid by the employee through an authorized payroll deduction. The Town may adjust these contribution amounts periodically in its discretion. Please see Human Resources or the Finance Director for more details.

## **LIFE INSURANCE**

The Town currently provides group life insurance to all eligible full-time employees. The amount of coverage is currently one times base salary rounded to the next higher \$1,000 with a maximum value of \$50,000. The Town currently pays a portion of the premium for life insurance coverage. The balance is to be paid by the employee through an authorized payroll deduction. The Town may adjust these contribution amounts periodically in its discretion. Please see Human Resources or the Finance Director for more details.

## **RETIREMENT PLAN**

All full time Town of Moultonborough employees are required to participate in the New Hampshire Retirement System (NHRs, the retirement system). NHRs is a contributory, public employee defined benefit pension plan providing retirement, disability, and death benefits to eligible members and their beneficiaries. Eligible members can receive a lifetime pension at retirement. The benefit is calculated based on service time and average salary using formulas outlined in state law. For **employee contribution requirements** and other details of the NH Retirement System see their website at [www.nhrs.org](http://www.nhrs.org).

## **LONG-TERM DISABILITY**

Full-time employees are currently eligible to enroll in our long-term disability insurance on the first day of the month following their date of appointment. This insurance is designed to provide some income for you in the event that you suffer a non-occupational illness or injury. There may be waiting periods that apply before the benefits will begin.

Our long-term disability benefits are governed by detailed plan documents that are available from Human Resources or the Finance Director.

If you are enrolled in our long-term disability benefits and you suffer an illness or injury, please notify Human Resources or the Finance Director immediately. They will provide you forms which must be completed and the medical information that must be supplied to apply for the benefits.

The Town currently pays a portion of the premium for Long Term disability coverage. The balance is to be paid by the employee through an authorized payroll deduction. The Town may adjust these contribution amounts periodically in its discretion.

## **COBRA**

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

## **WORKERS’ COMPENSATION INSURANCE AND REPORTING WORKPLACE INJURIES**

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

**Reporting Injuries:** If you are injured on the job, no matter how slightly, you **must** report the incident immediately to your respective Department Head and Finance Director. Failure to do so may jeopardize your Workers’ Compensation benefits. Employees must complete the necessary Workers’ Compensation forms following any injury. Report forms are available through your supervisor and online at the Town website under the JLMC page.

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

**Temporary Alternative Duty:** Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire’s Workers’ Compensation laws and Town policies

**Reinstatement:** A full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position in accordance with RSA 281-A as revised. A fitness-for-duty certificate is required before an employee is permitted to return to work.

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

## **TEMPORARY ALTERNATIVE DUTY POLICY**

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

When practicable, employees will be returned to their regular duties with modifications consistent

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

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

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

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

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

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

This policy may be altered in accordance with changes in State or Federal law regarding disability and medical illness/injuries as appropriate.

## **SOCIAL SECURITY**

Social Security is a payroll deduction representing your contribution to the federal government's Social Security Program for all employees except those specifically exempted by Federal or State legislation (for example Group II Police and Fire). The Town also contributes money on your behalf to the Social Security Program.

## **V. ON THE JOB**

### **ATTENDANCE**

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

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

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

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

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

All employees should be aware that excessive absenteeism, lateness, or leaving early often times shifts workload responsibilities to their co-workers; results in disruption to, or the availability of, the services we provide and what employees are hired to perform; and may lead to disciplinary action, up to and including dismissal from employment.

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

## **CONFIDENTIALITY**

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

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

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

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

## **COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY**

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

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

The following guidelines apply to all employees:

- Employees should be aware that in addition to having the ability to monitor e-mail messages sent and received on our system (including e-mail messages sent and received from personal e-mail accounts accessed from our system), the Town has the ability and the right to monitor such things as Internet web site visits, newsgroup discussions, chat room discussions, computer network use, and voice mail accounts. Our computers and other communications equipment and the communications, information, and documents created or stored on them are the property of the Town of Moultonborough and may be monitored by the Town at any time.
- Our computers and other communications equipment may not be used to violate any federal, state, or local laws or regulations. Use of any Town resources for illegal activity is grounds for immediate termination of employment, and we reserve the right to report the matter to law enforcement authorities. We will cooperate with any resulting law enforcement investigation.
- The Town reserves the right to inspect any and all files stored on our computer network, including any files in private areas of our network, in order to assure compliance with this policy.
- The display or transmission of any sexually explicit image or document by e-mail or through any other means using the Town's system is a violation of our policy on sexual harassment. Our computers and other communications equipment also may not be used to transmit or display ethnic or racial slurs, or any other comment, message, or image that offensively addresses age, race, sex, sexual orientation, genetic information, religion, national origin, disability, veteran status, marital status or other protected status in a manner that may be viewed as harassing, discriminating, or disparaging of others. Transmission of harassing, discriminatory or otherwise objectionable e-mail or files is strictly prohibited.
- Transmission of any religious or political messages using Town equipment is strictly prohibited.
- Accessing non-work related obscene or offensive web sites is strictly prohibited.
- Using Town equipment to create or transmit any communications in violation of the Town's discrimination and harassment policies is prohibited.
- Any personal use of our computers or other communications equipment for any commercial activity (other than Town business) is strictly prohibited, as is the use of our computers and communications equipment for anything that may not be in the best interest of the Town including, but not limited to, activities that disclose any confidential or proprietary information of the Town of Moultonborough.

- Town computers and other communications equipment are to be for Town use only by authorized users. Non-employees may not use the Town's computers, network, or other communications equipment for any reason. Use of another employee's account, username, or password, or access to their personal files without their consent (by anyone other than authorized representatives of the IT department) is strictly prohibited. Obtaining, or trying to obtain, other users' passwords, or using programs that compromise security in any way is prohibited.
- All passcodes and passwords are the property of the Town. No employee may use a passcode, password, or voice mail access code that has not been issued to that employee by the Town or that is unknown to the Town. Users of the Town's computers, network, and other communications equipment must take reasonable precautions to prevent unauthorized access to our systems. Passwords should not be divulged to unauthorized persons.
- Destruction, theft, alteration, or any other form of sabotage of the Town of Moultonborough's computers, programs, software, hardware, networks, websites, files, data, and other communications equipment and resources is prohibited and will be investigated and prosecuted to the fullest extent of the law.
- The breaking into and/or corrupting of any of the Town's computers, network, or other communications equipment is strictly prohibited. Hacking into third party computer or other information systems using the Town's technology is also prohibited and will be reported to the authorities.
- Any vulnerability in the Town of Moultonborough's computers, network, or other communications equipment or resources should be reported immediately to Town Administrator.
- The use of viruses, worms, or other destructive programs is prohibited. If a virus, worm, or another destructive program is identified, it should be immediately reported to the Town Administrator.
- Accessing the Town's files or any other files on the network or the system that you did not create is prohibited unless you have prior authorization from the Town Administrator.
- Disruptive behavior such as intentionally destroying or modifying files on the network is strictly prohibited. Any form of tampering, including, but not limited to, snooping, drilling down, or hacking, or introducing malware or spyware is strictly prohibited.
- Confidential information is not to be transmitted over the Internet or otherwise disclosed without prior authorization and proper encryption. All Town data and information is considered confidential unless the Town has granted permission for an employee to disclose that information or unless required by law. Accessing or attempting to access confidential data without authorization to do so is strictly prohibited. Confidential information should be used only for its intended purpose. Employees' responsibility for confidentiality continues outside of work. Employees may not work on Town documents, data, or other business on home computers or other personal or portable technology without the express prior approval of the Town Administrator.

- All employees are responsible for taking precautions to safeguard the physical security of the Town's network, Internet, computers, and other communications equipment. Disks, CDs, USB portable drives, Zip drives, and other removable drive devices containing sensitive, confidential, or proprietary information should be stored in a locked drawer, whenever possible. Computers should be turned off when not in use for an extended period of time or when an employee is out of his or her office.
- Employees are not allowed to introduce to our network, Intranet, computers, or other communications equipment media from any external sources, including, but not limited to, CDs, disks, Zip drives, personal digital assistants (including, but not limited to, Blackberries and palm pilots), USB portable drives, and other removable drive devices.
- Employees also may not copy, transmit, or otherwise remove any information from our network, Intranet, computers, or other communications equipment to CDs, disks, Zip drives, personal digital assistants, USB portable drives, or other removable drive devices without prior authorization from the Town Administrator.
- Employees may not intentionally download anything from the Internet without prior authorization. This includes, but is not limited to, screensavers, music, E-mail stationary, and other images.
- All downloaded files or applications are to be scanned for viruses by the Administration Department before being saved on the Town's network. The Administration Department must review all downloaded applications before being installed on the network.
- The Town retains the copyright to any Town-related material posted to any forum, newsgroup, chat or World Wide Web page by any employee in the course of his/her duties.
- All information on the network, Intranet, computers, and other communications equipment is the property of the Town of Moultonborough. Deleting, altering, or sharing confidential, proprietary, or any other information during employment or after separation from employment is prohibited, unless you have received prior authorization. Upon separation from employment, any computer or other equipment, including CDs, disks, Zip drives, USB portable drives, personal digital assistants, and other removable drive devices, must be returned with the appropriate passwords, identification codes, and other information necessary for the Town to continue using its equipment.
- All employees are required to report any violations, or suspected violations, of this policy.

### **PERSONAL DRESS**

We expect all employees to come to work with a neat, well-groomed appearance and workplace appropriate clothing. Dress requirements may vary by department; however, certain rules apply across the board to all employees. All clothes should be clean and neat in appearance. Footwear such as flip flops or other beach type sandals are not generally acceptable. Blue Jeans (with the exception of DPW employees), tight-fitting clothing, low riding pants, tank tops, bare midriff (half) shirts, shirts with bare backs, shorts, and short skirts or dresses are not generally considered workplace appropriate clothing. Exceptions to the personal dress policy may include appropriate beach attire for lifeguards or recreational staff supervising visits to water parks, shorts for recreation employees staffing programs and activities or may be made by the Town Administrator as appropriate for seasonal staff, recreation staff and in other special circumstances.

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

Any questions concerning dress should be directed to respective Department Head or Town Administrator.

## **INCLEMENT WEATHER**

Employees generally are expected to report to work during inclement weather. However, there may be occasions when the Town Offices will be closed due to severe inclement weather.

In extreme cases, these circumstances may require the delayed opening, early closing or complete closing of one or more departments or Town facilities. The Town annually develops a phone tree to communicate such a decision to you should it be made during non-working hours. If you are otherwise scheduled to report to work, but do not feel comfortable in driving in inclement weather or a condition you perceive to be an emergency, you may use your absent leave to take the day off. However, your decision must be conveyed to a supervisor prior to the start of the workday and will hold for the entire workday notwithstanding any subsequent closure. If you are not comfortable staying at work, in inclement weather or a condition you perceive to be an emergency, you may use absent leave to leave your post. However, your decision must be conveyed to your supervisor prior to leaving and will hold for the remainder of the workday notwithstanding any subsequent closure.

It is important to note that the decision as to the most appropriate action may vary across different departments and facilities. The right to paid time off as the result of such a decision does not apply to emergency and essential personnel and does not create a right to an equivalent paid time off in departments and facilities which may not have been the subject of such a decision. [The entirety may be viewed as an Appendix #1 of this Manual]

## **MOTOR VEHICLE VIOLATIONS**

All employees who operate Town vehicles are required within seventy-two (72) hours to notify the Town Administrator if they have been charged, convicted of or plead nolo contendere to any and all motor vehicle violations or criminal code offenses relating to the operation of a motor vehicle. If the license of any employee who operates Town vehicles is suspended, revoked, or otherwise restricted in any way, the employee must notify the respective Department Head within one working day of learning of the suspension, revocation, or restriction. No employee is authorized to operate any vehicle on Town business while his or her license is under revocation or suspension. Employees who are required to but are unable to drive as a result of being charged with or convicted of a motor vehicle violation or criminal code offense, and/or who fail to comply with this policy, may be subject to reassignment of job duties as well as discipline, up to and including termination of employment.

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

## **OPERATION OF VEHICLES**

Only authorized employees may operate Town-owned vehicles. Unless prior written approval has been granted by the Town, they are not to be used for personal business and are not to be operated

at times outside the scheduled workday. Using a Town vehicle outside the scheduled workday or for personal business without Town permission will result in disciplinary action, up to and including termination.

Any employee who, as a part of his/her duties, has a need to operate a Town-owned vehicle must hold a valid driver's license and an acceptable driving record. In addition, the Town reserves the right to conduct annual motor vehicle record checks as well. Employees must cooperate in completing any required authorizations or other paperwork for the motor vehicle records checks. Copies of the reports received by the Town will be furnished to the employee upon request. Having a driving record that, in the opinion of the Town, is unsatisfactory, or one that is unacceptable to the Town's insurance carrier, may be grounds for disciplinary conduct, including but limited to loss of driving privileges and/or dismissal.

**Safe Operation:** As employees of a public agency, it is expected that the driving habits of all employees will serve as an outstanding example to the community.

Any employee who drives a Town-owned vehicle and receives a citation or any other fine or penalty for unlawfully operating any motor vehicle, Town owned or non-Town owned, shall notify their immediate Department Head or supervisor consistent with the above MOTOR VEHICLE VIOLATIONS policy of the citation and/or fine and also shall be personally responsible for the payment of said fine(s) or any costs associated with the actual fine or legal representation in any such related matter.

**Collision:** In the event of a collision involving property or vehicle damage, or personal injury, the following steps must be taken:

- The accident must be reported to your supervisor immediately.
- An accident report must be completed with the Town's insurance carrier.
- At the accident scene, contact the local police department for all accidents regardless of the extent of physical damage.
- If applicable, obtain the other driver's name, address, phone number, description of vehicle, insurance company information as well as the name(s) of any witnesses.
- No repairs should be completed on any damaged Town vehicle unless express permission is obtained from the Town.

Failure to comply with any of the steps may result in discipline up to and including termination.

**Seat Belts:** Employees are required to wear seat belts when operating or riding in Town vehicles, or in personal vehicles while on Town business. It is recommended that passengers also wear their seat belts, and to the extent required by state or federal law.

## **TOWN SECURITY**

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

## **CONFLICT OF INTEREST**

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

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

Employees with any questions regarding these guidelines are required to discuss them with respective Department Head, prior to engaging in any activity or conduct that may violate this policy, as violations may lead to disciplinary action, up to and including termination.

## **POLICY AGAINST NEPOTISM**

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

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

## **CODE OF CONDUCT**

All employees are required to comply with our policies and procedures as outlined in this manual and the Town's Code of Conduct Ordinance, which are intended to promote consistency and harmony in the workplace, and to support the missions and objectives of the Town of Moultonborough. We recognize that no list of rules can be all inclusive. Incidents may arise that are not specifically covered herein, but which may lead to discipline, up to and including termination. Please refer to the Town of Moultonborough's Code of Conduct for Town officers and Employees; the entirety of which may be viewed as an Appendix #5 to the Personnel Manual.

## **DISCIPLINE**

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

## **VOLUNTARY DISPUTE RESOLUTION PROCEDURE**

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

An employee who is not satisfied with the supervisor's response (or the problem involves your supervisor) is urged to go to the Department Head and again try to resolve the issue. If the matter is not resolved by the Department Head within ten (10) business days, the Town administrator is available to discuss the issue. We urge every employee to follow through rather than be dissatisfied. Any complaint will be investigated, and the findings and determination reported back to the employee.

## **PERSONNEL RECORDS**

The Town of Moultonborough maintains certain records containing job-related information on all employees to ensure compliance with state and federal law and to keep a record of your progress as an employee. Your personnel file is our record of information relative to your employment. You may inspect your own personnel file during regular office hours, upon reasonable request. However, you may not be permitted to review your personnel file if you are subject to an investigation at the time of your request and disclosure of such information would prejudice law enforcement. File inspection generally must be arranged through your respective Department Head and the Town Administrator. You may read your personnel file, but you may not remove any portion of the file. Upon request, you will be provided with a copy of all or part of your personnel file. The Town reserves the right to charge a reasonable fee for copying your personnel file.

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

It is important that your personnel file includes accurate information regarding who should be contacted in case of emergency. Please notify Human Resources and the Finance Director as soon as possible of any changes in your name, address, telephone number, marital status, dependents and/or beneficiaries.

## **PERFORMANCE APPRAISALS**

In order for you to improve your performance and better understand the Town's expectations, the performance of employees will be periodically reviewed. You will generally receive performance appraisals from your immediate Supervisor. However, performance review is a continuing process throughout the course of employment, and you may meet with your supervisor to discuss performance more frequently.

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

A performance appraisal is not a contract or a commitment to provide a compensation adjustment, a promotion, a bonus, or continued employment. Appraisals are only one of several factors that the Town uses in connection with compensation, promotion, and retention decisions. Further details may be viewed as an Appendix #4 to the Personnel Manual.

## **PROMOTIONS, TRANSFERS & JOB POSTINGS**

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

In an effort to inform employees of promotion and transfer opportunities, we list vacancies for non-exempt positions on the internet, intranet, and the bulletin boards. Generally, in order to maintain stability, employees who have been working in their current position for less than one year will not be considered for another position, unless the Town, in its discretion, decides otherwise. However, a transfer or promotion initiated by the Town may take place at any time regardless of the employee's length of service in their present position.

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

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

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

### **PHYSICALS AND OTHER EXAMINATIONS**

Before or after a conditional offer of employment has been made to a job applicant, the Town of Moultonborough may require/conduct psychological testing, polygraph examinations, criminal records checks, driving record checks or other such testing/investigations of the applicant as the

Town deems prudent. In some instances, inoculation(s) or vaccination(s) with proven resistance to disease may be a condition of employment. In addition, following satisfactory completion of any such investigation/testing, the Town may make an offer of employment conditional on a satisfactory physical examination performed by a physician of the Town's choice and paid for by them. Such examination will be related to the employee's pending job responsibilities. Successful completion of this requirement shall result in a signed physician's statement agreeing that the potential employee is physically capable of doing the work required and this will be placed in the employee's medical file.

In addition, once an employee begins working for the Town, the Town may require employees in specific instances or in specific job positions to take a physical that is job related and consistent with business necessity, either as a recurring or one-time event. Where a state, federal or industry standard exists for a particular occupation, the Town may follow that standard regarding the frequency and content of the physical. Examples include the National Fire Protection Association standards for firefighters and the Omnibus Transportation Employee Testing Act of 1991 (PL-) and 49 CFR-Federal Motor Vehicle Safety standards for employees required to possess and maintain commercial driver's licenses. [The entirety may be viewed as an Appendix #7 to the Personnel Manual.]

Employees will face disciplinary action up to and including termination if they refuse to take the directed physical

## **HEALTH & SAFETY PROGRAM**

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

- Notify your supervisor of any emergency situations. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
- The use of alcoholic beverages, illegal drugs, or the abuse of legal drugs during work hours will not be tolerated. Possession of alcohol or any illegal drugs (including marijuana) on Town property is prohibited.
- The use, adjustment, and/or repair of machines or equipment are to be performed by you only if you are trained and qualified.
- Get help when lifting, pushing or pulling heavy objects.
- Understand your job fully and follow instructions. If you are not sure of a safe procedure for performing work, ask your supervisor.
- Know locations, contents, and intended use of all first aid and firefighting equipment.
- Wear personal protective equipment in accordance with the job you are performing or as directed.

- Understand and practice all safety procedures when handling, loading, or transporting hazardous materials.
- All jobs include keeping our facilities and lots clean and safe. Every employee must participate in this effort.

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

## **SAFETY COMMITTEE**

The Town of Moultonborough maintains an active Joint Loss Management Committee (JLMC) comprised equally of management and regular employees, which meets at least quarterly. Participation is generally voluntary and is strongly encouraged. If you are interested in becoming a member, please see Town Administrator for details.

## **WORKPLACE VIOLENCE**

Unfortunately, violence in the workplace has become a reality for many employers. We hope that we never have to face this growing problem. The Town of Moultonborough therefore prohibits employees from bringing weapons on our premises, including our parking lots. Moreover, violence and verbal or physical threats of violence of any kind in the workplace or on Town property will not be tolerated, and employees engaging in such conduct will be subject to discipline, up to and including separation from employment. Responsive action may also include notifying the police or other law enforcement and prosecuting violators of this policy. If you become aware of any violence or threat of violence, you must immediately report the matter to your direct Supervisor, or if the risk of danger is imminent, the police should be contacted directly, and then the Town Administrator should be contacted as quickly as practicable. Additional information can be found on the JLMC web page and under the Town's written safety plan.

## **ALCOHOL AND DRUG POLICY**

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

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

- The manufacture, distribution, sale, dispensation, possession, storage, or use of a controlled substance, unauthorized prescription drug, or drug paraphernalia at any time on Town premises, on Town business, or during working hours;
- Use, possession, storage, manufacture, distribution, dispensation, or sale of alcohol at any time while on Town premises, on Town business, or during work hours;
- Reporting to work or otherwise working under the influence of illegal drugs or alcohol, or under the influence of legal drugs that may impair your ability to safely perform your job functions;

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

Moultonborough also maintains the following reporting requirements:

- Any employee who is taking medication that may impair his or her ability to safely perform job functions must inform his or her supervisor immediately and must not perform any work until authorized to do so by the Town.
- If any employee is involved in drug misconduct (including the use or possession of illegal drugs or unauthorized prescription drugs) on Town premises or while working for the Town, Moultonborough reserves the right to report the incident to law enforcement authorities;
- If any person observes an employee exhibiting behavior that may be indicative of impairment by drug or alcohol use, he or she should immediately report the behavior to the employee's immediate Supervisor.
- Employees who hold valid medical marijuana cards are not exempt from these rules of conduct.

### **Investigations and Searches:**

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

### **Violations of this Policy:**

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

### **Fitness for Duty Exams:**

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

## **SMOKING POLICY**

Smoking, smokeless tobacco, chewing tobacco, and vaping are prohibited in all municipal buildings and vehicles. It is discouraged on work and municipal sites and employees are reminded to police their smoking waste.

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

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

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

## **WORKPLACE SEARCHES**

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

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

## **CELL PHONE/PDA POLICY**

The use of hand-held cell phones or personal digital assistants to make calls during the operation of a Town-owned vehicle or while driving a personal vehicle on Town business is prohibited. The use of a hands-free device is acceptable. It is recommended that the operator pull over to the side of the road prior to using the cell phone with a hands-free device.

Drivers may not use their phones or other personal digital devices (e.g., Blackberries, iPads) in any other manner, including but not limited to making or receiving calls (without a hands-free device); sending, viewing or receiving text or voice messages of any kind; checking time; looking up information contained on phone or personal digital devices while operating a Town vehicle, while operating any vehicle on Town-related business, or while operating any Town machinery or equipment.

**Please be aware that texting while driving or using a cell phone without a hands-free device is against the law in New Hampshire and in many other states. Drivers are expressly prohibited from texting while operating Town vehicles or while operating any vehicle while on Town-related business.**

The Town does not generally provide cell phones to its employees. However, it does recognize that it is best served by being able to communicate with many of its employees, via voice or text, who may be mobile throughout much of the workday or are often away from their conventional land-line home telephones. Therefore, it reserves the right to require certain key personnel to maintain and or carry an appropriate cell phone or pager. In consideration of the expense imposed upon the employee, it will provide a monthly stipend to those employees in an amount that has been deemed to be appropriate to the amount of contact it expects to need with the employee. [The detailed positions and Stipends may be viewed as an Appendix #6 of the Manual.]

Failure to comply with this policy may result in disciplinary action, up to and including termination.

## **VII. OTHER**

### **SOCIAL NETWORKING AND BLOG POSTINGS**

The Town of Moultonborough understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social medial also presents certain risks and carries with it certain responsibilities, especially when social media use intersects with the workplace. The Town neither encourages nor discourages any of its employees from posting on social networking sites or blogging on their own time, using their own equipment. However, employees should be aware that these postings are public; even if access to them is restricted they may be forwarded out of the restricted group by those who have rightful access and live on virtually forever. And, even if a posting is taken down it never truly disappears, but rather continues to exist somewhere in cyberspace. As a result, employees need to be mindful that online activity, including social networking postings (whether images or comments), even though done on personal time and using personal equipment, can cause damage to not only their own reputation and interests, but also the reputation and interests of the Town, co-workers, and the public we serve.

In order to ensure that all employees understand Town's expectations regarding social media use, we have established the guidelines below.

This policy applies to all Town employees.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to an employee's own or someone else's web log (or "blog"), journal or diary, personal web site, social or professional networking or affinity web site, web bulletin or a chat room, whether or not associated or affiliated with the Town, as well as any other form of electronic communication.

The same principles and guidelines found throughout this Manual apply to activities online. Ultimately, employees are responsible for what they post online. Before creating online content, employees should consider some of the risks and rewards that are involved. Any conduct that adversely affects job performance, the performance of fellow employees or otherwise adversely

affects the Town or its residents may result in disciplinary action up to and including termination.

Postings made in your official capacity, whether made while on or off duty, are subject to Town policies as well as state/federal law. If your social media page identifies you as a Town employee, you may be held to the same standards as any other Town employee. Postings that include discriminatory remarks, harassment, and threats of violence or which are otherwise inappropriate or unlawful, such as a post that releases confidential resident information, will not be tolerated and may subject you to disciplinary action up to and including termination. Should you reference the Town or your Town employment in any way you must state that the views, opinions, ideas or information belong to you personally and are not in any way attributable to the Town of Moultonborough.

Employees are encouraged to be fair and courteous to fellow employees, residents, vendors and people who work on behalf of Moultonborough. Employees should keep in mind that work-related complaints are often resolved by speaking directly with co-workers or by utilizing our reporting procedures and open-door policy rather than by posting complaints to a social media outlet.

Employees are encouraged to be honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the Town, its employees, officials or residents.

The Town of Moultonborough prohibits employees from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor or consistent with Moultonborough's computer policy. Do not use a Town email address to register on social networks, blogs or other online tools for personal use. The Town internet resources are only to be used in accordance with the office rules and policies on confidentiality, harassment, use of the internet and use of office equipment.

Employees should report violations of this policy to their respective Department Heads. It is the responsibility of all employees to help the Town ensure compliance with the policy. Moultonborough prohibits taking negative action against any co-employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action up to and including termination.

If you have any questions or need further guidance, please contact the Town Administrator.

Violation of any aspect of this policy is subject to disciplinary action, up to and including termination of employment, regardless of whether such conduct occurred away from work or on non-work time.

## **VIII. APPENDIX #1**

*Office of Selectmen*  
**Town of Moultonborough**  
**6 Holland Street - PO Box 139**  
**Moultonborough, NH 03254**  
**(603) 476-2347**

### **Policy Statement # 28**

#### **Closure of Town Buildings and Facilities Due To Inclement Weather and Emergencies**

##### **1.) Authority:**

In accordance with RSA 31:39 and its role as the Governing Body, the Board of Selectmen (the “Board”) has the authority to adopt ordinances and statements of policy to order it’s affairs and guide the administrative functions of the corporate body politic of the Town of Moultonborough and further, as governing body, the Board of Selectmen is charged with the safety of buildings and facilities under its control, the safety of its employees, and ensuring the general health, welfare and safety of the public at large.

##### **2.) Purpose:**

This policy is to prescribe uniform procedures for the closure of all town buildings and facilities to the general public, or its staff, the manner in which such decisions will be communicated, and the treatment of employee absences from work during periods of inclement weather and other emergencies.

##### **3.) Administration:**

This policy shall be administered by the Town Administrator, after consultation with the Board of Selectmen Chairman or in their absence the Vice Chairman, and the heads of the Public Safety and Emergency Management Departments, or his designee, on behalf of the Town of Moultonborough (the “Town”).

##### **4.) Policy:**

###### **a.) Closures:**

Whenever it is determined that the health or safety of citizens, clients, or employees would be placed at risk, or that conditions or events prevent performance of regular operations, conducted within or upon a Town building or facility, it may be determined it is necessary to delay the opening of, or closure of, one or more buildings or facilities to the general public or a complete closure of one or more segments of the work units. Such delays or closings to the general public may or may not result in the excusing of staff from their normal workday responsibilities.

In the case of a delayed opening or closure, the building or facility shall remain closed to all official Town business until the next regular business day or a date and time established in the closure order.

**b.) Timing of Decision:**

- i.) **Closing/delaying of normal business hours:** The decision and announcements are to be made as early in the morning as possible, preferably by 6:00 a.m.
- ii.) **Closing/starting after normal business day has begun:** To the extent possible, one hour of lead time will be provided, in order to inform all staff and customers and allow the closing of accounts and transactions, and all affected facilities are to close at the same time. Departments notified of a closing are asked to assist in communicating closing announcements in whatever ways they can.

**c.) Manner of Communication:**

Annually, the Town Administrator shall develop a “phone tree”, taking into consideration travel distance and opening times for the ordering of calls to be placed, in case conditions develop during the night and warrant delayed opening or official closing.

If inclement weather or other emergency conditions requires a closure during the workday, affected employees will be notified by telephone and/or email of the conditions of the closure and re-opening. Any Boards, Commissions, agencies or organizations using the facility between the hour of closure and re-opening shall be notified in the same manner. The affected building or facility shall be posted with a notice, in a prominent type face, upon the entry doors.

Official announcements of any closure will be made by the Town Administrator through the Town web site with communications to Public Safety Dispatch, WMUR and such other media as may be determined, from time to time, to be advisable. These announcements will be made as soon as possible following any such decision.

**d.) Treatment of Absences:**

- i.) **Essential Employees:** Because of the nature of their activities, some units must be staffed during an emergency closing and the employees therein are declared to be essential to the organization’s operation. These include, but are not limited to, Highway, Buildings and Grounds, Police (except civilian clerical), Fire and Rescue, and Emergency Management. Employees in these functional areas are expected to report to work during emergency closings unless specifically informed by their supervisor that they are not to report. Essential staff, notwithstanding any closures under this policy, is not paid any additional compensation during closures other than that ordinarily due them.
- ii.) **Non-Essential Employees:** All employees not defined as essential are thus defined as non-essential. If their scheduled work is cancelled, they shall be paid for their regular schedule.

If an employee is scheduled to report to work but does not feel comfortable in driving in inclement weather or a condition they perceive to be an emergency, they may use absent leave time to take the day off. However, their decision must be conveyed to a supervisor prior to the start of the work day and will hold for the entire work day notwithstanding any subsequent closure.

If an employee is not comfortable staying at work, they may use accumulated absent leave time to leave their posts. However, their decision must be conveyed to their supervisor prior to leaving and will hold for the remainder of their work day notwithstanding any subsequent closure.

- iii.) **Unscheduled Employees:** Employees who are not directly affected by the conditions warranting closure, or who are not scheduled to work during such times, shall not accrue any right to, and shall not be compensated in any manner for, any absence that may be authorized for the employees directly affected.

**e.) Staying of Deadlines:**

To the extent permitted by law, any such closure shall stay any deadline, for application, payment or other such matter, until the first business day following the closure. For matters before the Planning Board for approval, any deadline for action shall be stayed until its next regular business meeting as if it had made, and been granted, a formal application for such an extension under RSA 676:4 I (2) (f) or other similar equivalent statute.

**5.) Evasion of This Policy:**

The intent of this policy is to standardize the treatment of employees. It shall be a violation of this policy, and a disciplinary offense, to act in any manner other than prescribed herein.

**6.) Periodic Review and Revisions:**

Annually, at the time of goal setting for the budget, the Town Administrator shall review this policy with staff and managers to determine how effectively it is meeting its purpose. Suggested revisions shall be submitted to the Board of Selectmen for consideration and adoption with the annual budget message submitted by the Town Administrator.

**Adoption:**

Whereas this fulfills our intent for uniform procedures throughout the organization, we do hereby adopt the provisions of this policy on this

16th day of October, 2008.

**Effective Date**

This policy shall be effective on October 16, 2008

Karel A. Crawford, Chair  
Edward J. Charest  
James F. Gray  
Joel R. Mudgett  
Betsey L. Patten  
BOARD OF SELECTMEN

## **APPENDIX #2**

**Office of Selectmen  
Post Office Box 139  
Moultonborough, N.H. 03254  
(603) 476-2347**

### **STATEMENT OF POLICY No. 24**

#### **CONTINUING EDUCATION TUITION REIMBURSEMENT**

##### **I. PURPOSE.**

Employees of the Town of Moultonborough are encouraged to further their education and training within their field of employment by the Town of Moultonborough. To that end, the Board of Selectmen institutes this policy in order to assist those employees who choose to take training related to their work.

##### **II. REIMBURSEMENT CRITERIA:**

1. The Board of Selectmen has as its limit Continuing Education Reimbursement in the dollar amount appropriated in the Annual Budget each year.
2. To receive consideration for reimbursement, the student-employee may not be in a probationary status.
3. To receive consideration for reimbursement, course selections must receive pre-approval (before classes begin) by the Board of Selectmen upon the recommendation of the student-employee's department supervisor.
4. The form of request for Continuing Education Tuition Reimbursement consideration shall be a letter to the Board of Selectmen that includes the student-employee's request supporting the relevance of the course work to the employee's position, sufficient information to identify the course work content and the instruction providing that course work and the anticipated date of completion. The letter should provide after the student-employee's signature a simple concurrence statement signed and dated by the student-employee's department supervisor.
5. Reimbursement will only occur after the successful completion of accredited courses offered by universities, colleges or vocational technical training providers accredited by the appropriate body and recognized by the State of New Hampshire. The student-employee may attend classes to complete course work, complete course work by correspondence, or complete course work through on-line offerings. The student-employee must provide proof of completion in the form of a completion certificate or grade report provided by the educational provider.
6. To receive reimbursement, the student-employee must achieve at least a grade of '2.0', 'C', 'Satisfactory' or equivalent for the course work completed.
7. To provide the maximum availability and opportunity for this Policy to student-employees, the Board of Selectmen imposes the following limits on reimbursement.

- a. Reimbursement at 75% of tuition cost to one thousand dollars (\$1,000.00) maximum per course
  - b. Three (3) courses and not more than two thousand dollars (\$2,000.00) in any twelve-month period.
  - c. A lifetime total reimbursement limit to any employee of Twenty thousand dollars (\$20,000.00).
  - d. Consideration given to requests received between 45 and 75 days prior to the start of the traditional spring and fall semester.
8. This Policy shall include any course that a student-employee began after January 1, 2019. The Board of Selectmen does not waive the recommendation of the student-employee's supervisor or any other requirement herein contained.
-

## APPENDIX #3

### BENEFIT GRID

	Full Time	Part-time	Intermittent	Seasonal
Holiday	X	X-1	-	-
Absent Leave	X	X-1	-	-
Health Insurance	X	-	-	-
Dental Insurance	X	-	-	-
Life Insurance	X	-	-	-
Long Term Disability	X	-	-	-
Flexible Spending Accounts	X	-	-	-
Sick Leave Bank	X	X	-	-
Deferred Comp 457b	X	X	-	-
Education Assistance	X	X	-	-
Voluntary Programs (e.g. Colonial)	X	X	-	-
New Hampshire Retirement	X	X-2	X-2	X-2
Longevity	X	-	-	-
Workers Compensation	X	X	X	X
FICA	X-3	X	X	X
Medicare	X	X	X	X

#### Notes:

X-1: Pro-rated

X-2: As required by statute

X-3: N/A for FT NHRS Group II Fire and Police

## **APPENDIX #4**

### **JOB PERFORMANCE REVIEW & MERIT PAY INCREASES**

In order for the Board of Selectmen to evaluate the productivity, performance and effectiveness of Town employees, Department Heads and/or supervisory personnel will prepare a Job Performance Review of all personnel. The Town Administrator will prepare Performance Reviews of Department Head personnel for review/approval by the Board of Selectmen. The Board of Selectmen will prepare a Performance Review of the Town Administrator.

All employees shall be subject to job performance reviews using a form approved by the Town Administrator which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her supervisor. Evaluations shall be conducted upon the successful conclusion of a probationary period and thereafter following an employee's effective anniversary date.

All Department Heads and supervisory personnel who will conduct Performance Reviews will attend an initial training session on how to conduct a performance review. Thereafter, periodic retraining sessions will be conducted as needed.

1. Employees who are coming off a probationary period may be eligible for a merit pay rate increase as may be approved by the Board of Selectmen or appointing authority at the time of hire or promotion.
2. Except as otherwise noted, performance review forms shall be used as the basis for determining merit pay rate increases to be applied as of an employee's effective anniversary date. The merit values (and amounts) to be used as part of the evaluation process shall be established by the Board of Selectmen, subject to the availability of budgeted funds. In addition, the actual merit amount to be awarded to an employee shall be subject to the approval of the Board of Selectmen using their sole discretion.
3. Employees who are at the maximum pay rate for their classification shall not be eligible for additional merit pay rate increases but may be eligible for lump sum merit pay disbursements if approved by the Board of Selectmen.
4. An employee's anniversary date for the purposes of merit pay increases and job performance reviews shall be the date of hire. Thereafter, the anniversary date shall be the date of a promotion or reclassification as may be applicable.
5. The Town shall strive to complete the performance review process and disburse merit pay rate increases within thirty (30) days of an employee's effective anniversary date or within 30 days of April 1 as applicable.

## **APPENDIX #5**

### **Town of Moultonborough Code of Conduct for Town Officers and Employees In Town Meeting – 2014 Regular Session**

#### **Article 5 Ordinance #21**

##### **SECTION 1: Title, Purpose & Intent**

This Ordinance shall be known by its title of Code of Conduct for Town Officers and Employees. The purpose of the ordinance is to provide guidance for all town officers and employees as to what will constitute a violation of the ethical standards all are expected to practice in the performance of their duties, create a framework for action in the case of such a violation and insure the public actions taken in the performance of duties is taken with respect only to what constitutes the best interests of the general public.

##### **SECTION 2: Authority**

This Ordinance is adopted under the authority of NH RSA 31:39-a entitled “Conflict of Interest Ordinances”.

##### **SECTION 3: Definitions**

“Board” shall mean the Board of Selectmen.

“Conflict” means a situation or circumstance which has the potential to interfere with the exercise of a public duty with the sole consideration being the best interests of the public at large.

“Employee” means any person performing services for the Town, in exchange for compensation, whether on a full, regular, part-time, intermittent, and seasonal or call basis.

“Family” means any person who is related to an employee or officer as a spouse, parent, grandparent, child, grandchild or sibling. The definition also includes all persons who are members of the same household as the employee or officer regardless of whether they are related by blood, law or marriage.

“Favor” means the good will, approval, support or status which most likely would not have otherwise been enjoyed.

“Gift” shall mean any money, item, discount, service, or thing of value in excess of \$50 as an individual item or in excess of \$100 in the aggregate, from a single source, in the course of a calendar year. “Gift” shall not include a commercially reasonable loan made in the ordinary course of business, free admission to attend charitable or political events, if the purpose of such gift or admission is a courtesy customarily extended all person of a similar class of town employee or officer, to the office; gifts that are purely private and personal in nature; gifts from relatives by blood or marriage, or a member of the same household; campaign contributions when made in accord with state and federal law; nor items of nominal value which are part of the natural process of relationship between friends and colleagues. “Gift” shall not include, if properly disclosed, nominal with a value /less than \$50.00, travel, honoraria, or discounted registration fees when

granted to an employee or officer in connection with their official duties.

“Officer” means any person elected to a position by a ballot vote of the electorate or appointed to a position to serve on a board, committee, subcommittee or commission of the Town or such a similar multi entity body to which the Town has the right to make such an appointment

“Participate” means to engage in the investigation in, discussion, deliberations, or voting upon a recommendation or approval or disapproval or the individual rendering of a decision, in a matter either personally or substantially. Participate shall not mean the casting of a ballot or otherwise voting as an individual in a general election or as a member of the legislative body.

“Reasonable Person” means an individual of average intelligence who makes prudence a guide to their conduct and acts appropriately in view of the circumstances and the requirements set forth in this Ordinance.

#### **SECTION 4: Requirement for Ethical Conduct**

Employees and officers should treat their positions as a public trust, only using the powers and resources of their positions to advance public interests, and not to attain personal benefits or pursue any other private interest incompatible with the public good. They should employ independent objective judgment in performing their duties, deciding all matters on the merits free from both real and apparent conflict. They shall act within and abiding by applicable New Hampshire laws, and all written administrative rules, policies, and procedures established by the Town's Board of Selectmen or such equivalent policy or rule making body or entity. Employees and officers shall demonstrate the highest standards of ethical conduct, truthfulness, honesty, and dedication in all public actions and activities in order to inspire public confidence in their actual and perceived motives when viewed by a reasonable person.

In order to avoid any such conflict with the intent of this Ordinance, no employee or officer shall:

- a.) Participate in a matter in which they or a member of their family, directly or indirectly, has a financial interest, aside from his/her salary as such office or employee, greater than any other citizen or taxpayer, nor shall they have any financial or other private interest, directly or indirectly, which is in conflict with the proper discharge of their official duties.
- b.) Accept any gift which is intended or could be perceived as being intended to secure favor with the employee or officer.
- c.) Accept private employment or render or sell services or goods for private interests when such employment or service is incompatible with the proper discharge of their official duties.
- d.) Represent or appear on behalf of private interests before any board, commission, or committee upon which it sits or for whom it is the appointing authority unless such representation or appearance is without compensation on behalf of constituents or in the performance of official duties.
- e.) Disclose any information, document, report, record, or material, in any forum in which it has been obtained or format in which it is maintained if it is not otherwise available to the general public under the NH Right to Know Laws.

- f.) Use one's office or position to gain favorable treatment by others.
- g.) Solicit, negotiate for or promise to accept employment by any person, firm or corporation with which they are or their agency is engaged on behalf of the Town in the transaction of business or which is or may be affected by employment with the Town for one calendar year after leaving office.

Employees and officers shall recuse or otherwise absent themselves from participating in any matter in which their participation would place them in conflict with the intent of this Ordinance.

## **SECTION 5: Disclosure**

All employees and officers shall disclose the receipt of any gift of nominal value, but a value greater than \$10.00, travel, honoraria, or discounted registration fees to the Board of Selectmen.

## **SECTION 6: Exemptions**

Officers and employees who are in office or employed at the time the ordinance becomes effective shall be exempt from the provisions hereof for a period of 90 days. It shall not be a violation of this Ordinance, and they shall be exempt from the imposition of any negative findings or penalties, if an officer or employee shall have:

- (a) Advised the Board of the nature and circumstances of the particular matter to make full disclosure of such conflict and receives in advance a written determination that the conflict is not so substantial as to be deemed likely to affect the integrity of the services which the Town may expect from the employee or officer;
- (b) Secured a determination from the Board that the particular matter involves a determination of general policy and that the interests of the employee or officer is shared with a substantial segment of the population of the municipality.

## **SECTION 7: Administrative Rules**

The Board is authorized to make such guidance for compliance, rules of procedure, and forms for disclosure as it shall deem necessary and advisable to effectively administer the requirements of this ordinance within sixty (60) days of adoption and to distribute the same. Such rules may be amended from time to time upon a public hearing of no less than a 14-day notice

## **SECTION 8: Distribution and Education**

A copy of this ordinance shall be distributed to all employee's and officers within said sixty (60) days of adoption and to all new employers and officers upon the time of their employ or swearing in. An educational seminar shall be provided for all employees and officers within ninety (90) days of adoption and repeated annually thereafter.

## **SECTION 9: Enforcement & Penalty**

This ordinance shall be enforced by the Board. With respect to employees, this ordinance shall be enforced in accord with the procedures established in the Town's Personnel Policy or any relevant Collective Bargaining Agreement. With respect to officers, upon investigation and review having

decided there is cause for a hearing, the Board shall give notice to the officer the subject of a complaint of the same and an opportunity for hearing, and shall thereon decide appropriate action of (a) a notice of finding of no concern, (b) a private notice of censure, (c) a public notice of censure, or (d) the instituting of removal proceedings before the Superior Court, as provided in RSA 31:39-a. With respect to members of the Board, the complaint shall be referred to Town Counsel for the appointment of an independent counsel. Said independent counsel shall, upon investigation and review, give notice to the member the subject of a complaint of the same and an opportunity for hearing, and shall thereon recommend an appropriate level of action and complete the preparation of a report which, upon submission to the Board, may not be modified in any manner but must be accepted or rejected in its entirety.

Hearings hereunder shall be conducted in non-public session, in accordance with RSA 91-A:3 II (c). If the employee or the officer who is the subject of the hearing requests that proceedings be conducted in public session, that request will be honored to the extent permissible by law.

## **SECTION 10: Severability**

If any section, paragraph, term or provision of this Ordinance is determined to be illegal, invalid or unconstitutional by any Court of competent jurisdiction such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which shall remain in full force and effect.

This Ordinance shall become effective on July 1, 2014.

Adopted this 15th day of March, 2014 by vote of the Town Meeting under Article 5.

A True Copy, attest,

Barbara Wakefield,

Town Clerk

This 28th day of May, 2014

## APPENDIX #6

### CELLULAR TELEPHONE PROVISION & USAGE

#### A. PROVISION

The Town does not typically provide cell phones to its employees. However, it does recognize that it is best served by being able to communicate with many of its employees, via voice or text, who may be mobile throughout much of the workday or are often away from their conventional land-line home telephones. Therefore, it reserves the right to require certain key personnel to maintain and or carry an appropriate cell phone or pager. In consideration of the expense imposed upon the employee, it will provide a monthly stipend to those employees in an amount that has been deemed to be appropriate to the amount of contact it expects to need with the employee. The positions and the stipend(s) are as set forth below:

#### POLICE DEPARTMENT

Chief	\$30/month
Sergeant	\$20/month
Detective/Officers	\$17/month
Lead Communications Specialist	\$17/month

#### FIRE DEPARTMENT

Chief	\$30/month
Full Time Firefighter	\$17/month
Call Firefighters shall be issued town-maintained pagers directly.	

#### RECREATION

Director	\$30/month
Assistant Director	\$20/month
Program Coordinator	\$17/month

#### PUBLIC WORKS

Director	\$35/month
Highway Foreman/Facilities Team Leader	\$30/month
Heavy Equipment Operator /Mechanic/	
Equipment Operators/Facilities Maintenance Staff	\$30/month

If a position is not listed in this schedule and an incumbent employee is currently receiving a payment under a previous policy, they shall continue to receive that payment until they are no longer in the service of the Town. Payments under this schedule shall only be for whole months, in arrears, after the Director has received advance notice from the appropriate Department.

The Town has done its best to project how much of a “typical” monthly plan might cost for portable communication devices and what portion of that usage might be allocated to its need to communicate with Employee. Employees should not assume that the stipend they receive is not taxable for federal income tax purposes. You should be aware that you may be required to provide proof to the IRS that the stipend received meets or exceeds your usage for Town business and to pay taxes on any such portion that the IRS deems to be personal usage.

## B. USAGE

Irrespective of whether or not an employee has been designated to receive a stipend, employees are expected to observe appropriate courtesy and follow town policy in the use of a cell phone and/or pager (the “device”). This shall include, but not be limited to, setting them to vibrate, not taking non-emergency calls during meetings, and the like. Employees shall not use a device in a manner which is inappropriate and detracts from the workplace in that it presents an image of a less than fully professionally organization dedicated to serving the customer as our first priority, conducts personnel business that interferes with the performance of their duties, while in the presence of other staff or customers, creates an unwarranted and unwanted imposition on fellow employees, or otherwise detracts from a positive workplace environment or work performance.

Under no circumstance will an employee use a device while operating a motor vehicle or equipment on Town related business except if using a hands-free device as is otherwise allowed by Town policy.

## APPENDIX #7

### PHYSICALS AND OTHER EXAMINATIONS

Before or after a conditional offer of employment has been made to a job applicant, the Board of Selectmen may require/conduct psychological testing, polygraph examinations, criminal records checks, driving record checks or other such testing/investigations of the applicant as the Board of Selectmen deem prudent. In some instances, inoculation(s) or vaccination(s) with proven resistance to disease may be a condition of employment. In addition, following satisfactory completion of any such investigation/testing, the Board of Selectmen may make an offer of employment conditional on a satisfactory physical examination performed by a physician of the Board of Selectmen's choice and paid for by them. Such examination will be related to the employee's pending job responsibilities. Successful completion of this requirement shall result in a signed physician's statement agreeing that the potential employee is physically capable of doing the work required and this may be placed in the employee's medical file.

In addition, once an employee begins working for the Town, the Town may require employees in specific instances or in specific job positions to take a physical that is job related and consistent with business necessity, either as a recurring or one-time event. Where a state, federal or industry standard exists for a particular occupation, the Town may follow that standard regarding the frequency and content of the physical. Examples include the National Fire Protection Association standards for firefighters and the Omnibus Transportation Employee Testing Act of 1991 (PL-) and 49 CFR-Federal Motor Vehicle Safety standards for employees required to possess and maintain commercial driver's licenses.

The Town may arrange and pay for the conducting of the physical by an appropriately licensed physician familiar with occupational health standards and procedures. The Town shall provide the physician with any relevant state, federal or industry standards, job descriptions and other materials necessary to determine relevant tests and testing procedures. The employee must present him or herself at the designated time and location and cooperate with the physician conducting the physical examination.

Recognizing that it is possible that not all elements of a state, federal or industry standard may be directly relevant to a position created by the Town, the employee, before the date and time of a scheduled physical, may challenge the relevance of one or more elements of the physical construct by submitting their objection, in writing, to the Board of Selectmen. The Board of Selectmen may cause a review of the challenge to occur. If the challenged element is found to be irrelevant to the individual's job requirements, that element of the standard shall not be part of the physical conducted, but if found to be relevant, the employee must submit to the required testing/examination.

In the event that the physician identifies any condition which limits the employee's ability to perform the essential functions of their job, the individual may not be allowed to return to work until he/she provides medical certification that they can safely perform the essential functions of their job. To the extent the individual has paid leave time available, any resulting time out of work will be paid. Otherwise, the Town may consider whether the individual may be placed on temporary leave or given some other reasonable accommodation until receiving medical clearance to resume the functions of their job or whether the individual may be terminated from employment. Employees may face disciplinary action if they refuse to take the directed physical.

## APPENDIX #8

### SICK BANK

No Employee shall be obligated to participate in the Sick Leave Bank because of employment with the Town of Moultonborough.

The Sick Leave Bank provides offsetting pay for a limited time to those participating Town employees who exhausted their absent leave time and suffer from a disabling injury or illness. The Sick Leave Bank is a voluntary, participative arrangement entered into by employees seeking to provide some measure of relief to ill or disabled peers. The Sick Leave Bank represents no obligation to or on the Town of Moultonborough, NH. Participation by the Board of Selectmen, individually or collectively, does not represent sanction from or obligation upon the Town of Moultonborough or its residents and taxpayers. The Selectmen choose to participate only as a means of facilitating the goals set forth and accepted by participating employees.

**Eligibility:** All Town of Moultonborough employees eligible to receive and accrue absent leave are also eligible to participate in the Sick Leave Bank.

**Enrollment:** Applications for enrollment in the sick bank will only be accepted for consideration during the month of December each year.

**Initial Deposit Amount:** Subject to the paragraph below (entitled, “Meetings”), each participating Town employees will deposit two days (16 hours) absent leave into the Bank.

**Maximum Coverage:** No member shall be eligible to receive more than twenty (20) days of Sick Leave Bank days in any twelve- month calendar year period.

**Availability:** Members may apply for assistance from the Sick Leave Bank only for their own disabling injury or sickness after they have fewer than eight (80) hours total leave time available.

**Application:** To apply, an eligible employee, or his or her designee, must submit a request in writing to the Sick Leave Board (defined below) that includes evidence of illness or disability. The employee or designee shall deliver the application to the Town Administrator or the Finance Director. The employee or designee will receive a dated receipt for the application thus submitted.

**Note:** Under no circumstances may an employee, while using days derived from the Sick Leave Bank, accrue any type of leave. Any employee who subsequently receives LTD or Workers Compensation covering any illness or disability originally covered under the Sick Bank Policy will reimburse the Sick Bank for the value of the duplicate coverage.

**Evidence of Condition:** An employee making application to receive benefit from the Sick Leave Bank must provide documentation from a licensed health care provider that supports the prolonged illness or disability of the employee.

**Governing Board:** A governing board, entitled the Sick Leave Bank Board, shall include one Selectman and two employees appointed by the Board of Selectmen. One appointee shall be a department head (elected or appointed) and one shall be and shall represent the employees. The Selectman will cast his or her vote only in the event of a tie.

The Sick Leave Bank Board shall have authority to approve or deny applications.

The Sick Leave Bank Board manages the Sick Leave Bank Balance and may make special levies upon participating employees as specified below.

**Additional Levies upon Participating Employees:** The Sick Leave Board may require that all participating members deposit one or more additional days should the balance of the Sick Leave Bank fall below 400 hours. A levy made upon any employee shall be binding upon all employees equally. However, no levy by the Sick Leave Bank Board shall force any employee into a negative balance position. No employee shall become ineligible to participate in the Sick Leave Bank who cannot respond to a levy placed by the Sick Leave Bank Board. The Sick Leave Bank Board shall allow any employee unable to respond to a special levy to do so when able. No employee shall deposit more than one-half his or her absent leave balance to join the Sick Leave Bank or to fulfill a special levy. No participating employee shall deposit more than forty hours (40 hours) in any calendar twelve-month period. It shall be at the discretion of the Sick Leave Bank Board to determine the minimum and maximum number of days per year they require deposited subject to the limits above (i.e., more than five days [40 hours] in any twelve [12] calendar month period.)

**Opt Out Provision:** Any employee may remove himself or herself from the Sick Leave Bank at any time, however, once removed, the employee may not withdraw any absent leave contributed to the Bank at the time they initially join or because of any subsequent contribution. Once removed from membership, the employee shall have no further responsibility to the Sick Leave Bank or the remaining members in the Bank.