



## Receipt and Acknowledgement of The Town of Stratham Employee Manual

\*I have received and read a copy of the Town of Stratham Employee Manual, and I agree to comply with the policies contained in the Employee Manual.

\*I understand that this Manual replaces (supersedes) all other previous manuals for the Town of Stratham as of **December 19, 2011**. I understand that the policies, rules, and benefits described in the Employee Manual are guidelines only, and that special circumstances may call for special actions by the Town of Stratham. I also understand that the Town of Stratham may change, rescind, or add to any policies, benefits or practices described in this Employee Manual at any time at its sole and absolute discretion.

\*I understand that this employee manual does not constitute, and should not be construed as a contract for employment, a contract with regard to the terms and conditions of employment, or a contract for or warranty of, benefits.

\* I understand that I am an employee at will, which means that either the Town of Stratham or I may terminate my employment at any time for any reason, or no reason, with or without notice or cause. I also understand that no manager or representative of the Town of Stratham has the authority to enter into any employment agreement for a specified period of time or to make any promises or commitments contrary to the Town's policy of employment-at-will. Further, any such agreement, if made, shall not be enforceable unless it is in writing and signed by both the Board of Selectmen and myself.

\* I understand that I have no expectation of privacy in my use of the Town of Stratham's Information Systems, including but not limited to its computers; computer network; e-mail accounts; voicemail boxes; telephone system; access to the Internet and tools found on or transmitted over the Internet such as search engines and Instant Messaging; or any file I may create, store, or transmit using any of those or related technologies. I am aware that the Town of Stratham may monitor or audit my use of those items or systems at any time in its sole discretion.

\*I understand that should the content of this manual be changed in any way, the Town of Stratham may require an additional signature from me to indicate that I am aware of and understand any new policies.

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature



# Town of Stratham

INCORPORATED 1716

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## Welcome to the Town of Stratham

Dear Employee,

We're very happy to welcome you to the Town of Stratham. Thank you for joining us! We want you to feel that your association with the Town of Stratham will be a mutually beneficial and pleasant one.

You have joined an organization that has established an outstanding reputation for providing quality governmental services. Credit for this goes to every one of our employees. We hope you, too, will find satisfaction and take pride in your work here.

This Manual provides answers to most of the questions you may have about the Town of Stratham's benefit programs, as well as the Town policies and procedures, which describe our responsibilities to you and your responsibilities to the Town of Stratham. If anything is unclear, please discuss the matter with your supervisor. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to the Town of Stratham policies. In addition to clarifying responsibilities, we hope this Employee Manual also gives you an indication of the Town of Stratham's interest in the welfare of all who work here.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including postings on various bulletin boards and/or notices sent directly to you in-house.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working - pleasant relationships and working conditions, career development and promotion opportunities, and health benefits are just a few. The Town of Stratham is committed to doing its part to assure you of a satisfying work experience.

We extend to you our personal best wishes for your success and happiness at the Town of Stratham.

Very truly yours,

Board of Selectmen



## **TOWN OF STRATHAM**

### **EMPLOYEE MANUAL**

**Dated: May 12, 1997**

**Revised: June 2, 1997  
June 9, 1997  
December 20, 1999  
December 19, 2011**

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## **Introduction and Employment Philosophy**

Welcome to the Town of Stratham! We're glad that you chose us as a place to work and hope that our employment relationship is mutually beneficial and that you enjoy a long and fruitful career here. As an employee, you will be expected to contribute your talents and energies to improve the environment and quality of the Town and its services. In return, you will have opportunities to grow and advance in your chosen career. The Town of Stratham is dedicated to three standards:

1. Providing Town residents with the best possible governmental services.
2. Providing you with wages and benefits comparable to others doing similar work.
3. Providing you with a safe work environment through policies and procedures that always put safety first.

This manual has been prepared to inform you about our employment philosophy, policies, practices and benefits, as well as the conduct expected of you. This manual is intended to establish minimum standards and employment policies for the Town. Individual departments may have additional work rules, procedures, and performance expectations relating to their regulatory, licensing, or certification requirements specific to their departmental mission. These additional departmental requirements are authorized by the Board of Selectmen so long as they do not conflict with or lessen the terms of this manual. We ask that you read this manual carefully and refer to it whenever you have questions. We also suggest that you take it home so that your family can also become familiar with our Town and its policies.

## **What You Can Expect From Us**

- We will provide you with equal employment opportunity without discrimination based on age, sex, race, religious creed, color, national origin, marital status, familial status, sexual orientation, veteran status, genetic information, mental or physical disability, or any other characteristic protected by law. Our aim is to select and retain the best-qualified person for each job, and to promote people based on ability and merit.
- We will pay you on the basis of performance, skill, training, ability, attitude, effort, and contribution to the services provided by the town, and we will review wages, benefits, and working conditions continuously to provide maximum value consistent with sound fiscal practices.
- We will respect your individual rights, treat you with courtesy and consideration, and maintain respect in our working relationship. After you discuss any problems with your supervisor or Department Head, you also have the opportunity to discuss problems with elected Town officials.

## **What We Expect From You**

- Understand your duties and responsibilities, and perform them promptly, correctly, pleasantly and safely. Perform every task to the best of your ability. Grasp opportunities to learn, develop, and improve your skills.
- Cooperate with your supervisor and fellow employees, maintain a positive team attitude, and accept direction and constructive criticism from others.



- Voice your opinions and contribute your suggestions to improve the quality of our Town. Maintain open communication with your supervisors, co-workers, and Town officials.

**Employee Benefits Summary**

You may not have thought much about it, but the value of your benefits amounts to a considerable sum each year in addition to the wage or salary that you earn. These are just some of the benefits the Town of Stratham provides each year for eligible employees:

<ul style="list-style-type: none"> <li>➤ Health Insurance</li> <li>➤ Dental Insurance</li> <li>➤ Retirement Plan</li> <li>➤ Deferred Compensation Plan</li> <li>➤ Paid Vacations</li> <li>➤ Sick Leave</li> <li>➤ Disability Leave of Absence</li> </ul>	<ul style="list-style-type: none"> <li>➤ Personal Leave of Absence</li> <li>➤ Specialized Training</li> <li>➤ Social Security</li> <li>➤ Workers Compensation Insurance</li> <li>➤ Unemployment Insurance</li> <li>➤ Funeral/Bereavement Leave</li> </ul>
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**Employment At Will**

All employment with the Town of Stratham is “at will.” Except as otherwise provided by law, any employee can be terminated without cause, and with or without notice, at any time, at the option of either the Town of Stratham or the employee. No supervisor, manager, or representative of the Town of Stratham, other than the Board of Selectmen, has authority to enter into any agreement for employment for any specified period of time and any promises to the contrary may only be relied upon by an employee if the promises are in writing and signed by the Board of Selectmen of the Town of Stratham. Nothing in this manual will be construed as a contract or promise of continuing or future employment.

**Future Changes**

The Town of Stratham, at its sole discretion, may change, delete, suspend, or discontinue any part or parts of the policies in this Manual at any time without prior notice. Significant changes will be posted and made known to employees and you will receive replacement pages for this Manual. Any such action will apply to existing and future employees. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. Only the Board of Selectmen of the Town of Stratham may alter or modify any of the policies in this Manual. This Manual replaces and supersedes all previous manuals.

**Employment Authority**

No manual can completely address each and every circumstance that can occur during the course of someone’s employment. Many issues are unforeseen at the time of adoption. Consequently, the Board of Selectmen retains all rights to manage, direct, and control the operations of the Town of Stratham including, but not necessarily limited to the directing and supervising of its employees; hiring, appointing, promoting, transferring, assigning, demoting, suspending, and discharging employees; maintaining the efficiency of governmental operations; and the discretion to act solely in the best interest of the Town of Stratham as they may determine from time to time. This Manual is not meant to limit the Town in any way in the exercise of the regular and customary functions of local government and as an employer, nor shall it limit the ability of the Town to establish or maintain methods and/or standards of operation.

## **I. Employment**

### **A. Personnel Administration**

#### **1. Department Heads**

The Board of Selectmen of the Town of Stratham have generally assigned the task of handling most personnel records and related personnel administration and functions to the Heads of the various Departments of the Town and to the Town Administrator. Questions regarding insurance, wages, and interpretation of policies should first be directed to your Department Head and secondly to the Benefits Administrator.

#### **2. Personnel Files**

Personnel files are maintained by the Benefits Administrator under the supervision of the Town Administrator, and when appropriate, by your Department Head. When a Department Head maintains a separate personnel file, a checklist of its contents will be provided to the Town Administrator for inclusion in the central personnel file. **Keeping your personnel file up-to-date is important to you with regard to pay, deductions, benefits, and other matters. If you have a change in any of the following items, please be sure to notify the person responsible for maintaining your file as soon as possible:**

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any Town of Stratham vehicles
9. Military or draft status
10. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under the Town of Stratham's benefits package could be negatively affected if the information in your personnel file is incorrect or not updated as soon as changes occur.

You are entitled to see information, which is kept in your own personnel file, and you may request and receive copies of any documents in your file.

### **B. Employment Classifications**

At the time you are hired, you are classified as either regular full-time, regular part-time, on-call, or temporary and are also told whether you qualify for overtime pay. Unless otherwise specified, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual and communicated by the Town of Stratham apply to all employees, with the exception of certain wage, salary, and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure of which job classification your position fits into, please ask your Supervisor.

*[Employment Classifications continued...]*

### **1. Regular Full Time Employees**

An employee who has successfully completed the Probationary Period (see the Employment Policies section for definition) of employment and who regularly works at least Thirty-Five (35) hours per week is considered a full-time employee. Full time employees are eligible to receive benefits as described in this Manual.

### **2. Regular Part-Time Employees**

An employee who works less than a regular Thirty-Five (35) hour workweek is considered a part-time employee. If you are a part-time employee you are not eligible for benefits described in this Manual, except as may be specifically granted herein, or to the extent required by provision of state and federal laws.

### **3. On-Call Employees**

An employee who has no regularly assigned work shift is considered an on-call employee regardless of how many actual hours the employee may work for the Town over any period of time. If you are an on-call employee you are not eligible for benefits described in this Manual, except as granted on occasion, or to the extent required by state and federal laws.

### **4. Temporary Employees**

From time to time, the Town of Stratham may hire employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee. The job assignment, work schedule, and duration of the position will be determined on an individual basis. Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees. If you are a temporary employee you are not eligible for benefits described in this Manual, except to the extent required by provision of state and federal laws. Those temporary employees classified as "non-exempt" (see the definition that follows) who work more than eight (8) hours in one day or more than forty (40) hours during any workweek will receive overtime pay.

### **5. "Non-Exempt" and "Exempt" Employees**

All positions are classified as either "exempt" or "non-exempt." This is necessary because employees in certain types of jobs are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per workweek. These employees are referred to as "non-exempt" in this Manual. This means that they are not exempt from (and therefore must receive) overtime pay.

Exempt employees are elected officials, the Town Administrator, Department Heads, various technical and professional staff employees and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. You will be advised if you are an exempt employee at the time you are hired, transferred, or promoted.

## **C. General Employment Policies**

### **1. "At Will" Employment**

As previously stated, employment and compensation with the Town of Stratham is "at will." Under New Hampshire law this means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either the Town of Stratham or yourself, except as otherwise provided by law.

### **2. Equal Employment Opportunity**

The Town of Stratham will provide equal employment opportunity without regard to race, color, sex, age, religion, national origin, marital status, sexual orientation, ancestry, status as a veteran, or disability that does not prohibit performance of essential job functions.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of the Town of Stratham to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The Town of Stratham will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Town of Stratham also will make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the duties and assignments connected with the job and provided that any accommodations made do not require significant difficulty or expense. If you believe you need a reasonable accommodation, please speak with your supervisor or other management employee.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment and list the names and addresses of the various government agencies that may be contacted in the event that any person believes he or she has been discriminated against.

Management is primarily responsible for seeing that the Town of Stratham's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. If you believe that you have been discriminated against in any way you should report the discriminatory conduct immediately to your supervisor, your Department Head or the Board of Selectmen.

Any employees, including supervisors, involved in discriminatory practices will be subject to disciplinary action, up to and including discharge.

### **3. Proof of U.S. Citizenship and/or Right to Work**

Federal regulations require that all applicants who are hired need to complete and sign a Federal Form I-9 and present documents of identity and eligibility to work in the U. S.

*[General Employment Policies continued...]*

#### **4. How You Were Selected**

We carefully select our employees through written application, personal interview, and reference checks. After all available information was carefully considered and evaluated, you were selected to become an employee of the Town of Stratham. This careful selection process helps the Town to find and employ people who are concerned with their own personal success and the Town's success; people who want to do a job well and who can carry on their work with skill and ability; and people who are comfortable with the Town of Stratham and who can work well with their co-employees, their supervisors, elected officials and the Town's Residents. The Town of Stratham gives preference to qualified veterans of the U. S. Armed Forces and Residents of the Town in selecting candidates for employment. The Town reserves the right to employ better qualified non-veteran or non-resident job applicants.

The Town of Stratham also performs criminal history checks through the State Police and FBI databases on all potential employees who have received conditional offers of employment. This check occurs after the applicant completes and signs a full release for disclosure of such information. Once the report is received from the Department of Safety, if no records are on file for the applicant, the report is filed with the employee's confidential personnel records. If the report includes a record of criminal history, the Town Administrator will share the results of the report with the applicant's potential Department Head and the Selectmen, who will meet in non-public session to discuss the content of the report to determine if the contents disqualify the applicant from further consideration. The results of the report are maintained in a confidential file even if the applicant is not hired.

#### **5. Probationary Period**

Your first six months of employment at the Town of Stratham are considered a Probationary Period. (Police Officers appointed to full-time positions shall have a Probationary Period of twelve (12) months). However, employees are eligible for benefits in accordance with each benefit plan. This Probationary Period will be a time for getting to know your fellow employees, your supervisor and the tasks involved in your job position, as well as becoming familiar with the Town of Stratham's objectives and services. Your supervisor will work closely with you to help you understand the needs and processes of your job.

Please understand that completion of the Probationary Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for "cause." All employees remain employees "at will" at all times during their employment.

A former employee who has been rehired after a separation of employment from the Town of Stratham of more than one (1) year is considered a Probationary employee during their first thirty (30) days following rehire. A former employee who has been rehired after a separation of employment from the Town of Stratham of less than one (1) year shall not be subject to a probationary period upon their rehire, and shall be considered to have the same seniority as when they terminated employment with the Town. Employees shall be considered either full or part time depending on the number of hours per week worked upon the employee's return to work.

#### **6. Job Descriptions**

We maintain a job description for each position in the Town of Stratham. When your duties and responsibilities are permanently changed, your job description will be updated. If you wish to see your job description, please ask your supervisor or your Department Head. Notwithstanding the specifics contained

*[General Employment Policies continued...]*

in any particular job description, all positions in the Town shall include the requirement that the employee perform such other duties as may be assigned by your Supervisor or Department Head.

### **7. Work Hours**

Particular hours of work and the scheduling of lunch periods will be determined and assigned by supervisors or Department Heads. Most employees are assigned to work a forty (40) hour workweek. All employees except Highway Department employees are required to take a one-half (1/2) hour paid lunch period daily. Highway Department employees are required to take a one-half (1/2) hour unpaid lunch period daily. Employees may not "work through lunch" (whether paid or unpaid) in order to arrive late or to leave early or to work extra time. Lunch breaks in excess of one-half (1/2) hour shall be without pay. Employees shall schedule their lunch breaks subject to the discretion of each supervisor or Department Head.

### **8. Driver's License & Driving Record**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. Employees of the Highway Department are required to maintain a valid Commercial Drivers License/Medical Card (CDL license). You may be asked to submit a copy of your driving record to the Town of Stratham from time to time. Any changes in your driving record must be reported immediately to the person responsible for maintaining your personnel file. Failure to do so may result in disciplinary action, including possible dismissal. The Town reserves the right but does not undertake the duty to perform a check of your driving record at least annually, if not more frequently, unless otherwise required by law.

### **9. Bonding Requirement**

Under certain circumstances, the Town of Stratham may require that you be bonded. The Town of Stratham will pay the cost of bonding. Should you fail to maintain bondable qualifications according to the town's underwriter, you will be subject to termination of employment, or possible transfer to another position, if one is available which does not require bonding.

### **10. Health Examinations**

The Town of Stratham reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. All such health exams shall be paid for by the Town.

### **11. Security Checks**

For the purposes of security and loss control, the Town of Stratham reserves the right to inspect all packages or closed containers brought into or taken out of the work area.

### **12. Public Relations**

The success of the Town of Stratham depends upon the quality of the relationships between the Town of Stratham, our employees, and the Residents of the Town. The Resident's impression of the Town and their willingness to adequately fund governmental operations is greatly formed by the people who serve them. In a sense, regardless of your position, you are the Town of Stratham's ambassador. The more goodwill you

*[General Employment Policies continued...]*

promote, the more our Residents will respect and appreciate you, the Town of Stratham, and the Town of Stratham's services.

Here are several things you can do to help give Residents a good impression of the Town of Stratham:

1. Act competently and deal with Residents in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Provide replies to inquiries and requests promptly, and perform all duties in an orderly manner.
4. Take pride in your work and enjoy doing your best.
5. Refrain from public criticism of Town operations and employees.

### **13. Knowledge of the Town of Stratham**

After having learned to competently perform your own duties, your next step is to familiarize yourself with other Town of Stratham activities. This can prove valuable to you, our Residents and the Town of Stratham as well. Knowledge of the services and responsibilities of the Town of Stratham will help you avoid the "I don't know" syndrome. Our Residents' confidence in you increases as you are able to answer their basic questions. However, please do not pretend you know the answer or try to guess the answer when you are uncertain. If you are unsure of the correct information, refer the inquiry to your supervisor, or to any person more qualified to respond.

### **14. Outside Employment**

What you do on your free time is your own business. However, if you are employed by the Town of Stratham in a full-time position, the Town of Stratham will expect that your position here is your primary employment. Any outside activity must not interfere with your ability to properly perform your job duties at the Town of Stratham. If you are thinking of taking on a second job, you must notify your supervisor immediately. Your supervisor will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at the Town of Stratham nor pose a conflict of interest.

### **15. Relatives**

Members of your immediate family will not be hired by the Town of Stratham in the same department. For purposes of this section, your immediate family includes your spouse, your children, your siblings, your parents, your grandparents, and your spouse's children, siblings, parents, and grandparents. Should two present employees marry or otherwise enter into an intimate personal relationship, one or both employees may be transferred to another department.

### **16. Confidential Information**

As an employee of the Town of Stratham, you may have access to confidential information. Your employment with the Town of Stratham requires that you keep this information confidential, even after you leave our employ. Any release of confidential information seriously injures the Town of Stratham's reputation and effectiveness. Because of its seriousness, disclosure of confidential or personal information is likely to lead to dismissal. Questions regarding what constitutes confidential information should be referred to your Department Head.

*[General Employment Policies continued...]*

## **17. Former Employees**

Depending on the circumstances, the Town of Stratham may consider a former employee for re-employment. Such applicants are subject to the Town of Stratham's usual pre-employment procedures. To be considered, an applicant must have been in good standing at the time of their previous termination of employment with the Town of Stratham and must have provided at least two weeks advance notice of their intention to terminate their employment with the Town of Stratham.

## **18. Reinstatement of Benefits (Bridging)**

In the event you are rehired to work for the Town of Stratham within twelve (12) months of termination of your previous employment with the Town of Stratham, and you terminated your previous employment with the Town of Stratham in good standing, your absence will be treated as if it were a Leave of Absence. Among other things, this means that upon your rehire, you will be considered to have the same seniority as when your employment terminated, and you will not be subject to an additional probationary period.

## **D. Conduct and Discipline**

The Town of Stratham expects all employees to maintain professional standards of conduct at all times in their relations with customers, visitors, and other employees. The Town of Stratham also expects all employees to perform their job functions in an efficient manner and in keeping with their job descriptions. Employees who do not maintain professional standards of conduct or do not perform their job functions in an acceptable manner may be subject to disciplinary action up to and including termination of employment. All disciplinary actions will be copied to the employee's personnel file.

### **1. Unacceptable Conduct**

The list of incidents which may give rise to disciplinary action cannot be completely set forth in this policy as it is difficult to anticipate all situations that may arise. The Town of Stratham reserves the right to discipline or discharge employees for any reason, whether or not the incident at issue is listed in this policy or any other policy. Nothing in this policy lessens the right of the Town of Stratham to discharge an employee without cause. All employees are hired as employees at will and can be terminated at any time and for any reason by the Town.

The type of discipline administered and the notice given will be determined on a case-by-case basis at the Town of Stratham's discretion based upon the nature and circumstances of the violation.

The following list contains examples of conduct which may subject an employee to discipline up to and including immediate termination of employment. The list is not meant to be all-inclusive and disciplinary measures will be invoked at the sole discretion of the Town of Stratham.

- Theft of any Town or employee property
- Fighting or acts of violence against employees, customers or residents
- Willful violation of a safety rule



*[Conduct and Discipline continued...]*

- Reporting to work under the influence of alcohol or illegal drugs or possessing or indulging in the use of alcohol or illegal drugs at Town work sites or during working hours, whether on or off Town property
- Falsification of expense reports, time records, or employment application including materials provided as part of the application, and/or any other Town record or report completed by the employee
- Harassing, threatening, intimidating, coercing, or interfering with fellow employees
- Misusing, destroying or damaging Town property or the property of any employee
- Smoking in prohibited areas
- Failure to follow Town of Stratham's job instructions, whether verbal or written
- Gross negligence in the performance of job duties
- Failure to meet performance requirements
- Discourteous conduct toward any Town resident, customer, vendor or employee
- Sleeping on the job during working hours
- Insubordination
- Disclosing confidential Town, employee, customer, and/or resident information
- Possession of unauthorized firearms or other weapons in a Town vehicle or at Town of Stratham work sites
- Excessive absenteeism or tardiness
- Pretending illness to avoid work
- Misrepresentation of reasons when applying for a leave of absence or for other time off from work
- Failure to return to work from an authorized leave of absence or vacation
- Gambling, selling tickets, pools, raffles, or soliciting of any kind on Town work time and/or at Town work sites
- Violation of Town of Stratham rules or policies, including but not limited to those explained in this Manual
- Engaging in illegal or inappropriate activities that impact an employee's ability to perform his/her job
- Misuse of electronic devices and/or systems
- Refusing to submit to a legally authorized or permissible search, questioning, medical or physical test, or examination
- Failure to exercise proper custodial responsibility of credit cards, vehicles, equipment, keys or access cards in your care which are the property of the Town of Stratham
- Failure to report an accident or injury on the job

**2. Unacceptable Job Performance**

All employees are expected to perform their duties in an acceptable manner in accordance with the employee's job description. Accordingly, supervisors will evaluate each employee's performance on at least an annual basis. Such evaluation will be documented using the most current Performance Appraisal form. The completed form will be filed in the employee's personnel folder.

If, in the opinion of the supervisor, an employee's performance in any of the rated categories fails to meet an acceptable level, the supervisor may take disciplinary measures. The type of discipline administered and the notice given will be determined on a case-by-case basis at the Town of Stratham's sole discretion based upon the nature and circumstances of the situation.

*[Conduct and Discipline continued...]*

The following paragraphs contain the types of counseling/disciplinary actions that may be used at the Town of Stratham's discretion for either Unacceptable Conduct or Unacceptable Job Performance. The order of the list in no way implies that discipline will be administered in any particular order, or that the employee is entitled to receive levels of discipline in any particular order. Serious misconduct or other circumstances may warrant immediate termination. All employees are considered to be employed "at will", and the Town of Stratham reserves the right to terminate an employee at any time, with or without cause or notice. The type of discipline administered will be determined on a case-by-case basis at the Town of Stratham's discretion.

- Counseling

Counseling focuses on attempting to solve performance problems and encouraging good performance. This approach deals with communicating an expectation of change and improvement rather than an expectation of future problems and eventual termination.

Counseling emphasizes correcting the problem rather than punishing the employee and recognizes that problems may be the result of poor communication, inadequate training, not having the proper resources to do the job, or serious personal problems. If this is the case, counseling, a change in work assignment, additional training or resources, or referral to the Employee Assistance Program (EAP) may resolve the problem without having to take more punitive disciplinary action.

In using this approach, an employee's supervisor will meet with the employee to discuss the inappropriate behavior or performance problem. The supervisor and employee will agree on a plan for improving the employee's conduct or performance. The supervisor will document the discussion and plan for the employee's personnel file.

- Written Reminder

For some circumstances, the supervisor may issue a formal written reminder to an employee. The written reminder will ordinarily describe the problem, specify the improvement that is expected, establish a time period for improvement, and advise the employee that more serious discipline will occur if the employee fails to correct the problem. A copy of the written reminder will be placed in the employee's personnel file.

- Decision-Making Leave

In some situations, the supervisor may grant the employee one (1) day off with pay to decide whether to continue working for the Town of Stratham and whether the employee would like to engage in the improvement of performance or behavior that is expected.

If the employee returns from the Decision-Making Leave having made the decision to work and improve his/her performance or behavior, the supervisor will write a report summarizing the Decision-Making Leave incident. The Decision-Making Leave report will ordinarily describe the problem, specify the improvement that is expected, establish a time period for improvement, and advise the employee that termination will occur if the employee fails to correct the problem. A copy of the Decision-Making Leave report will be placed in the employee's personnel file.

*[Conduct and Discipline continued...]*

If the employee decides to quit or does not return from Decision-Making leave, the supervisor will write a report summarizing the Decision-Making Leave, and the employee will be terminated. The Decision-Making Leave report will ordinarily describe the problem, describe what happened, include a record of the employee's decision to discontinue to work and improve his/her performance or behavior. A copy of the Decision-Making Leave report will be placed in the employee's permanent personnel record.

- Immediate Suspension

If an employee commits or is reasonably believed to have committed any of the actions listed below, or any other action not specified but similarly serious, their supervisor will immediately suspend the employee with pay pending the investigation of the situation. The employee will be provided a written notice of the suspension and copies will be given to their Department Head (if other than your supervisor) and to the Board of Selectmen. The notice will not be placed in the employee's personnel file unless the investigation substantiates the unacceptable behavior. If the investigation substantiates the behavior, then the report will be placed in the employee's personnel file and the employee will be subject to disciplinary action, up to and including termination of employment. Should the disciplinary action result in a suspension of the employee for a definitive time period, that suspension may be with or without pay as determined by the Board of Selectmen. Should a suspension without pay occur, it will be at the Selectmen's discretion whether any accrued leave time may be used during the suspension period.

- Theft
- Falsification of Town Records
- Failure to follow safety practices
- Conflict of interest
- Threat of, or the act of, doing bodily harm
- Willful or negligent destruction of property
- Use and/or possession of intoxicants, drugs, or narcotics
- Neglect of duty
- Refusal to perform assigned work or to follow a direct order
- Any act of sexual or other harassment

- Termination

For some violations, the employee may be terminated. The Town of Stratham reserves the right to discharge an employee for any reason, whether or not the incident at issue is listed in this policy. Nothing in this policy lessens the right of the Town of Stratham to discharge an employee without cause. All employees are employees at will and can be terminated at any time and for any reason, or no reason, by the Town of Stratham.

If an employee is subject to termination, the supervisor shall prepare a full report of the employee's work history for the review of the Board of Selectmen, including the reasons for his or her dissatisfaction, any supporting evidence, and his or her opinion as to the desirability of the employee being retained as an employee of the Town of Stratham. The employee will be provided with a copy of this report and will have an opportunity to defend their actions and rebut the evidence and opinion of the supervisor in writing. All pertinent facts will be carefully reviewed by the Board of Selectmen. The employee may request a hearing before the Board of Selectmen. If a

*[Conduct and Discipline continued...]*

hearing is requested then it may be closed or public at the employee's election. The supervisor will be entitled to attend this hearing and to offer testimony, witnesses, and evidence in support of his or her recommendation. The employee may present testimony, witnesses, and evidence on his/her own behalf or through a representative of his/her choice. The decision of the Board of Selectmen in all disciplinary matters is final. Except as otherwise provided by law, there is no appeal to any disciplinary decision made by the Board of Selectmen.

## **E. Harassment and Discrimination**

### **1. Policy Against Harassment and Discrimination**

The Town of Stratham intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility, or other offenses, which might interfere with work performance. Harassment or discrimination of any sort - verbal, physical, visual - will not be tolerated. Therefore, it is the Town of Stratham's objective to prohibit and prevent unlawful harassment and discrimination in the workplace, including retaliation, to encourage prompt reporting of such prohibited conduct, and to promptly investigate and resolve any alleged harassment or discrimination. In an effort to achieve this objective, the Town of Stratham has adopted this policy against harassment and discrimination, which all employees are expected to know and follow.

### **2. Harassment and Discrimination Prohibited**

The Town of Stratham will not tolerate the harassment of or inappropriate, disrespectful, or demeaning behavior toward any applicant, employee, or third party on the basis of age, sex, race, religious creed, color, national origin, marital status, familial status, sexual orientation, veteran status, genetic information, mental or physical disability, or any other characteristic protected by law.

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

- submission to such conduct is made explicitly or implicitly a term or condition of employment;
- 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 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 environment in which to work.

Sexual harassment may not always be direct, but may at times be indirect and even unintentional. While it is not possible to list all those circumstances that may constitute sexual harassment, the following are some examples of conduct which may constitute sexual harassment:

- Unwelcome hugging, touching, kissing and/or unwelcome sexual advances, whether they involve physical touching or not;

*[Harassment continued...]*

- Sexual epithets, jokes, written or oral references to sexual conduct; comments about an individual's body; comments about an individual's sexual activity, deficiencies, or prowess; suggestive or lewd remarks;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's own sexual activities.

This policy prohibits all of the aforementioned activities whether engaged in by an employee, elected official, supervisor, agent of the Town of Stratham, co-worker, or non-employee who is on the Town's premises or who comes in contact with Town employees in the performance of their duties off-site.

### **3. Responsibility for Remediating Harassment**

All Town of Stratham employees, and particularly supervisors, have a responsibility for keeping our work environment free of harassment and discrimination. Any employee who becomes aware of an incident of harassment or discrimination, whether by witnessing the incident or being told of it, must report it to his or her immediate supervisor, or any supervisor or elected official with whom he or she feels comfortable. When Town officials become aware that harassment might exist, they are obligated by law to take prompt and appropriate action, whether or not the victim wants the Town to do so.

### **4. Reporting of Harassment**

Experience has shown that a clear statement to the person engaging in the harassment or discrimination is often all that is necessary to stop the conduct. An employee who believes he or she has been subjected to discrimination or harassment of any type by a customer, vendor, coworker, supervisor or manager is encouraged to let the person engaging in the conduct know how the employee feels, but the employee is not required to do so. However, the employee must immediately report the harassment or discrimination to the employee's supervisor, or any supervisor or elected official with whom you feel comfortable. The Town of Stratham will promptly investigate the matter and take appropriate action depending upon the nature and severity of any proven incident. The Town of Stratham will discipline any employee who violates this policy, and such discipline may include termination from employment. If it is determined that the complaining employee falsely, knowingly and maliciously accused another of discrimination or sexual harassment, the complaining employee may be subject to appropriate discipline, up to and including termination of employment. The Town of Stratham will conduct all investigations with due regard for the privacy of all persons, while also being consistent with the need to conduct a fair, complete and responsive investigation. The Town of Stratham cannot take action to stop the unwelcome behavior if it does not know about it. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

### **5. Retaliation**

Retaliation against an employee who complains about sexual or other unlawful harassment and/or discrimination is a violation of the Town of Stratham's policy and state and federal law. Retaliation means any form of adverse action against an employee by a manager or co-employee because he or she made a report of alleged sexual harassment or discrimination; testified against or participated in any

*[Harassment continued...]*

manner in an investigation of a report of sexual harassment; or opposed any practice prohibited by this Policy or made unlawful by Title VII of the Civil Rights Act of 1964, as amended, and state laws against discrimination and harassment. Retaliation is a form of unlawful harassment and will be handled in the same manner as other forms of harassment and discrimination.

## **II. Compensation & Performance**

### **A. General Wage and Salary Policies**

It is the Town of Stratham's desire to pay wages, salaries, and benefits that are competitive with other employers in Southeastern New Hampshire for comparable job duties and responsibilities in a way that will be motivational, fair and equitable, variable with individual and departmental performance and in compliance with all applicable statutory requirements.

#### **1. Basis for Determining Pay**

Your pay may be influenced by some or all of the following factors:

1. The nature and scope of the job, and the specialized knowledge or training required to perform it;
2. What other municipalities pay their employees for comparable jobs;
3. Your individual performance;
4. The length of time that you have been employed by the Town; and
5. Approval of your departmental budget at the annual Town Meeting.

#### **2. External Comparability**

Jobs are compared with external employment marketplace data, with emphasis on other similar municipalities in Southeastern New Hampshire. Periodically the Town of Stratham will examine the employment marketplace to ensure ongoing comparability. Changes in pay ranges will be made as needed and as the Town can afford to maintain market comparability.

#### **3. Performance Review**

An individual's pay within a range will depend on his or her sustained performance over time and the overall performance of the department where the individual works. Each year every employee will have a performance review with his or her supervisor or Department Head. During that review, significant performance events that occurred throughout the year will be discussed. The overall performance rating will influence the wage/salary adjustment. Through individual performance and by increasing job responsibilities and moving to higher-level jobs, you have significant impact on your pay.

### **B. Specific Wage and Salary Policies**

#### **1. Pay Period & Cycle**

Our payroll workweek begins on Monday at 12:01 a.m. and ends on Sunday at 12:00 midnight. Payday is normally on every other Tuesday for services performed for the two (2) week period ending the previous Sunday at 12:00 midnight. Changes will be made and announced in advance whenever the Town of Stratham holidays or closings interfere with the normal payday.

The normal number of pay periods occurring in a fiscal year is twenty six (26). Fiscal years during which twenty seven (27) pay periods occur will not result in a reduction of pay period wages of exempt employees.

*[Specific Wage and Salary Policies continued...]*

## **2. Time Records**

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees. These records are kept by written documentation maintained by your supervisor as well as the Accounting Supervisor.

All employees are required to keep their supervisor advised of any departures from and returns to the premises during the workday, for doctor's appointments and other similar short-term absences. All time away from work must be requested in advance.

Exempt employees are required to report any leave time used at least quarterly to the Board of Selectmen via the Accounting Supervisor in written documentation.

## **3. Error In Pay**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, tell your supervisor immediately. He or she will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

## **4. Rate of Pay**

All employees will be paid either an hourly wage or a biweekly salary and the amount of your normal wage or salary will be determined by the Board of Selectmen.

## **5. Emergency Closing**

In the rare event that inclement weather, power/utility failure, fire, flood or some other emergency prevents the operation of your department, and provided that the Town of Stratham officially declares that your department is closed, you will receive your regular pay during the period of closure except as otherwise determined by the Board of Selectmen. The Board of Selectmen will determine if your department should be closed. This shall be done by the Town Administrator, or a member of the Board of Selectmen, polling the available Selectmen. Absent a quorum, the sole remaining Selectman shall make the determination. In the event that no member of the Board of Selectmen can be contacted to make the determination, the Town Administrator is authorized to do so. If you choose to stay at home before an official closing is declared, you will be charged a full vacation day for each workday that you choose to stay home and your department is not officially closed. Police officers and Highway department employees have been designated by the Town to be essential personnel for continuous operation during emergencies and these employees will not receive extra compensation except as otherwise determined under the overtime pay policy. Depending on the nature of the emergency, other employees may likewise be designated to be essential personnel and may be required to continue working during official emergency closings.

## **6. Deductions From Paycheck (Mandatory)**

The Town of Stratham is required by law to make certain deductions from your paycheck each time one is prepared. Among these are your federal income taxes and your contribution to Social Security as required by law. These deductions will be itemized on your check stub. The amount of the deductions depends on



*[Specific Wage and Salary Policies continued...]*

your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status, or number of exemptions must be reported to your supervisor or your Department Head immediately, to ensure proper tracking for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever the Town of Stratham is ordered to make such deductions, and will also be itemized on your check stub.

Whenever court-ordered deductions are to be taken from your paycheck, you will be notified. The law does not prohibit termination of employment for multiple instances of indebtedness, and the Town of Stratham has determined that three (3) or more garnishments may be cause for termination of employment.

### **7. Deductions (Other)/Direct Deposit**

It is possible for you to authorize the Town of Stratham to make additional deductions from your paycheck, such as for savings plans, individual retirement accounts, deferred compensation plans, medical and other group insurance benefits, etc., or to deposit your paycheck directly into your savings or checking account at a participating bank. At the end of this handbook is a list of all of the reasons for which deductions are permitted under New Hampshire law, although the Town does not offer employees the opportunity to authorize deductions for all of these reasons. Please contact the accounting supervisor for the necessary authorization forms.

### **8. Overtime Pay**

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. All overtime must be approved in advance by your supervisor. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment.

All non-exempt employees will be paid one and one-half times their regular rate for work in excess of forty (40) hours per workweek. If during that week you were away from the job because of a job-related injury, paid holiday, jury duty, vacation taken in not less than single-day increments, compensatory time, Call-Back Pay, or paid sick time, those hours not worked will be counted as hours worked for purpose of computing eligibility for overtime pay. If you have a question about whether you are an "exempt" or "non-exempt" employee, please ask your supervisor.

### **9. Work Performed on Town Holidays**

Full-time "non-exempt" employees who work on a Town holiday will receive their holiday pay based on the Holiday Policies described under Section III. B in this Manual.

### **10. Call-Back Pay or Reporting Pay**

Occasionally, you may be asked to return to work after you have left the premises or worksite for the day, or are asked to report to work on a day you are not scheduled to work. If you are a non-exempt employee and this occurs, you will be guaranteed a minimum of three (3) hours of pay. If you work longer than three (3)

*[Specific Wage and Salary Policies continued...]*

hours, you will be paid for the time you actually work. If you are called back more than once during a single three (3) hour period, then you will only be paid for one (1) call back period. Callback pay and the guaranteed minimum are only available when you are asked to return to work after having actually left the

premises or worksite at the conclusion of your regular workday, or if you are called to work on a day you were not scheduled to work. If you are asked to continue working beyond your regular workday prior to the end of your regular workday or prior to your actual departure from the premises then you will be paid your normal hourly rate of pay only for the period you actually work beyond your regular workday without any guaranteed minimum. Similarly, if you are called into work prior to the start of your regular workday and continue working without release through the start of your regular workday then you will be paid your normal hourly rate of pay for the period you actually work prior to the commencement of your regular workday but will receive no guaranteed minimum. Normal Overtime policies will apply for the workweek.

### **11. Compensatory Time-Off**

On occasion, you may be eligible to receive compensatory time-off in lieu of overtime pay. The decision to offer you compensatory time-off in lieu of overtime pay is wholly at the discretion of your supervisor under the direction of the Board of Selectmen and is made on an individual basis as circumstances permit. If compensatory time-off is offered to you, you may elect compensatory time-off or overtime pay at your discretion. If you elect to accept compensatory time off, prior to the work being performed, your supervisor shall make a record of your agreement to accept compensatory time off in lieu of overtime compensation, and this record shall be kept in your personnel file. Compensatory time-off accrues at the rate of one and one-half (1+1/2) hours for every hour worked as overtime. If an employee elects compensatory time-off and his or her use of that compensatory time off is covered by another employee at the other employee's overtime rate, then the other employee may not elect compensatory time-off in lieu of his or her overtime rate. No more than sixty (60) hours of compensatory time-off may be accrued by you at one time and, all compensatory time-off must be used by you within one hundred and eighty (180) days of the date earned. If it is not, you will be paid the cash value for your compensatory time. The scheduling of compensatory time-off shall be solely at the discretion of your Department Head, who shall permit you to use the compensatory time off within a reasonable time of your request to use the time, as long as the request does not unduly disrupt the Town's operations. Employees who have accrued but unused compensatory time off at the time of separation from employment shall be paid for that time at their regular rate of pay.

### **12. Termination & Severance Pay**

The Town of Stratham hopes and expects that you will give at least two weeks notice in the event you intend to leave our employ. The Town of Stratham does not, however, pay severance pay regardless of whether you resign from employment with the Town or the Town releases you for any reason with or without cause. When you leave the Town of Stratham, you will be paid for actual time worked, plus any accrued but unused vacation time, as specified under "Vacations" in the "Benefits" section of this Manual; and any accrued but unused sick time, as specified under "Sick Leave" in the "Benefits" section of this Manual, as well as any accrued but unused "compensatory time off" as provided in the "Compensatory Time Off" section of this Manual.

## **C. Performance & Compensation Reviews**

### **1. Performance Reviews**

Your supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance. However, to avoid haphazard or incomplete evaluations, the Town of Stratham conducts a formal review once a year for each regular employee.

Performance reviews will be conducted annually and submitted to the Board of Selectmen by December 1. New employees and employees who are being coached or disciplined due to their performance may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

During formal performance reviews, your supervisor will consider the following factors:

- \* Attendance, initiative, and effort
- \* Knowledge of your work
- \* Attitude and willingness
- \* The quality and quantity of your work
- \* The conditions under which you work
- \* Your relationships with other employees
- \* Special assignments completed
- \* Any other factor determined by your supervisor to be important to your performance

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to document how your job performance compares to the goals and description of your job.

In addition to individual job performance reviews, the Town of Stratham periodically conducts a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that any permanent changes are recognized and adequately compensated.

Your supervisor or Department Head is responsible for completing your performance review. Your supervisor or Department Head will discuss your performance review with you prior to submitting the review to the Board of Selectmen. You will be required to sign the performance review to indicate that you have discussed its contents with your supervisor or Department Head. If you disagree with the conclusions or findings of your performance evaluation, or if you desire additional information to be included, then you may submit a written response within five days thereafter. Both your performance review and your written response will be included in your personnel file.

### **2. Compensation Reviews**

Wage and salary increases are based on merit, length-of-service, cost-of-living and/or other considerations. Having your compensation reviewed does not necessarily mean that you will be given an increase. The rate of pay of all employees will be reviewed during the preparation of the annual budget. The Board of Selectmen shall recommend any changes in the rate of pay during this process.

*[Performance & Compensation Reviews continued...]*

Any recommended changes are contingent upon the approval of your departmental budget at the annual Town meeting. Any recommended changes incorporated in an approved departmental budget shall become effective during the pay period in which the majority of the time worked is after April 1 of the year of approval. If you change jobs with the Town of Stratham during the course of a budget year, your new rate of pay will be determined by the Board of Selectmen.

## **D. Work Schedule**

### **1. Normal Work Week**

The normal workweek for full-time employees, except for members of the police department who are subject to scheduling arrangements devised by the Chief of Police, shall consist of five (5) days, eight (8) hours long, each week unless amended by the Board of Selectmen on an individual basis. For most employees, excepting members of the Police Department, the normal workweek begins on Mondays and ends on Fridays. Your schedule of daily work hours will be given to you by your supervisor. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your supervisor.

From time to time, the efficient operations of the Town require employees to work in excess of the normal 8 hour workday and/or 40 hours per week. When your supervisor has determined that the safety of the Stratham community or the efficiencies of the Town's operations require that employees work beyond their normal work hours, such additional time shall be a requirement of your job. Compensation shall be in accordance with other provisions of this manual and applicable state and federal law.

### **2. Attendance**

You are expected to be at your permanent or temporarily assigned workplace and ready to work at the beginning of your assigned daily work hours. We expect you to devote your full attention to your assigned work during your workday, except for approved breaks and lunch. When your work takes you away from your regular workplace, your supervisor must be told where you are going and how long you expect to be gone. (Supervisory knowledge of employee whereabouts does not apply to employees of the Police Department whose duties include the intermittent patrol of the Town.) Please be aware that interruptions in the daily work schedule could lead to disciplinary action.

### **3. Absence or Lateness**

From time to time, it may be necessary for you to be absent from work or late to work. The Town of Stratham is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Sick days and personal days have been provided for this purpose.

You must contact your supervisor directly to report an unexpected absence or late arrival prior to the beginning of your scheduled workday. For late arrivals, please indicate when you expect to arrive for work. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another member of your department.

*[Work Schedule continued...]*

Absences from work without proper notification shall result in disciplinary action, up to and including termination of employment. Absence from work for three (3) consecutive days without proper notification to the Town will be considered a voluntary resignation.

#### **4. Excessive Absenteeism or Lateness**

In general, five (5) occurrences of unscheduled 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. Three (3) incidents of unscheduled tardiness in a 90 day period will be considered excessive, and the reasons for the tardiness may come under question. Other factors, like the degree of lateness, may be considered. Excessive absenteeism, lateness, or leaving early will lead to disciplinary action, including possible dismissal.

#### **5. Record of Absence or Lateness**

If you are absent because of illness for more than three (3) consecutive days, you are required to provide "proof of illness" as well as a "return to work" note from your doctor before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation. Your supervisor will make a note of any absence or lateness, and the reason, in your personnel file. Your attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, etc.

#### **6. Breaks/Rest Periods**

Employees are generally permitted to take two (2) fifteen (15) minute paid rest breaks each day. Normally these rest breaks will be scheduled by your supervisor. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break.

In the event of an emergency or unusual condition, your supervisor may ask you to change or postpone your break in order to finish a particular project.

#### **7. Lunch Period**

If you work longer than four (4) hours, you will be given a paid lunch period of one-half (1/2) hour. (Highway Department employees who work longer than four (4) hours will receive an unpaid lunch period of one-half (1/2) hour.) The time when lunch periods are scheduled varies among departments, depending on the needs of each department. Your supervisor will give you your lunch period schedule. You are expected to take your full-allotted time for lunch. You are requested not to perform any work during your regularly scheduled lunch period, unless specifically requested to do so by your supervisor, or unless an emergency arises. In that event, your lunch will be rescheduled. You may leave the premises during your lunch period; however, it is important to return to work on time at the end of your lunch period.

### **III. The Benefits Package**

#### **A. Overview and Eligibility**

##### **1. Eligibility for Benefits**

If you are a full-time employee, you will enjoy all of the benefits described in this manual as soon as you meet the eligibility requirements for each particular benefit. If you are a part-time employee, and meet the minimum requirements, you will enjoy those benefits specifically granted to part-time employees. No benefits are available to you during your Probationary Period, except as may be set forth in this Manual, or as otherwise provided by law.

##### **2. Paid Leaves of Absence - Generally**

All paid time off will be used in half hour increments.

##### **3. Unpaid Leaves of Absence**

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with the Town of Stratham, but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence. In general, unless these policies specify otherwise, an official authorization to be absent from work is a leave of absence without pay, and the authorization will define the specific period of time for which the leave will last. The authorization will also provide instructions regarding returning to work for you to follow then the leave period ends. Unless otherwise required by law, benefits shall not continue to accrue during unpaid leaves of absence.

If the leave of absence is for less than one year and you return to work in accordance with the terms under which the leave was extended to you, upon your return to work, you will be considered to have the same length of service as when the leave began, and you will not be required to undergo an additional probationary period. You will be considered either a full-time or part-time employee depending on the number of hours worked per week upon your return to work.

#### **B. Holidays**

##### **1. Holiday Eligibility**

You are eligible to receive holiday pay during your Probationary Period. Only full-time and regular part-time employees are eligible for holiday pay. Part-time employees shall receive holiday pay based on an annual weekly average of their hours worked on the day on which the holiday is observed.

##### **2. Holiday Policies**

The Town of Stratham schedules all national holidays on the day designated by the State of New Hampshire. If a holiday occurs during your scheduled vacation, it will be recorded as a holiday on your time record. You are not eligible to receive holiday pay when you are on a leave of absence. If your position with the Town requires you to work on a holiday, you shall be paid for that day worked at your normal rate of pay, unless overtime pay rules apply. Additionally, you shall earn a holiday "compensation day" which shall entitle you to take a day off with pay at your normal rate of pay. This day shall be used

*[Holiday Policies continued...]*

prior to the end of the calendar year and may be used on any day that is mutually agreed upon with your supervisor. If the day is not used prior to the end of the calendar year the holiday compensation day will be paid to the employee at their normal rate of pay and not be used in determining eligibility for overtime. Holiday compensation time does not accrue from year to year, is payable upon termination of employment, and must be used or paid out in whole day increments.

You may take time off to observe your religious holidays. If available, a full day of unused personal leave or a vacation day may be used for this purpose; otherwise the time off will be granted without pay. You must notify your supervisor at least ten business days in advance.

### **3. Recognized Holidays**

The following holidays are recognized by the Town of Stratham as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr./Civil Rights Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

## **C. Vacations**

### **1. Vacation Eligibility**

Only regular employees are eligible for paid vacation. You are not eligible for paid vacation if you are a temporary or on-call employee. Paid vacation days will accrue during your probationary period, however these days will not be available or paid to you until you successfully complete your probationary period.

### **2. Vacation Policies**

Every effort will be made to grant you your vacation at the time you desire. However, vacations cannot interfere with your department's efficient operation and therefore must be approved by your supervisor. If any conflicts arise in requests for vacation time, preference will be given to the employee with the most seniority. Requests to use more than 3 consecutive days of vacation time must generally be made in writing to your supervisor at least 30 days prior to the desired start of the vacation.

If you are on an approved leave of absence for less than thirty (30) days, your vacation accrual will not be affected; should the leave extend beyond thirty (30) days, vacation time will not continue to accrue during the leave of absence.

If you are eligible for three (3) or four (4) weeks of vacation, you may take only two (2) weeks at one time unless you receive written approval from the Department Head and the Town Administrator at least six (6) weeks in advance of the desired start date of the vacation.

*[Vacations continued...]***3. Amount of Vacation**

Regular employees are eligible to accrue vacation time during their Probationary Period. Regular employees accrue vacation time for each full calendar month of service. The vacation accrual rate is based on your length of service, as follows:

<b>Years of Service</b>	<b>Maximum Accrual Per Year (In Days)</b>	<b>Monthly Accrual Rate (In Hours)</b>
Less than five (5)	10	6.66
Five (5) but less than ten (10)	15	10.00
Ten (10) but less than twenty (20)	20	13.33
Twenty (20) or more	25	16.67

Anyone whose hiring or anniversary date begins during the first through fifteenth of the month will be credited for that month's vacation time as a full month of employment. Anyone whose hiring or anniversary date begins during the sixteenth through the end of the month shall start to accrue or change their vacation time accrual rate on the first day of the following month.

An employee's accrual rate will change on the anniversary date of their hire at which time an employee's accrual rate will reflect the number of years of service to the Town and to any other public agency while employed in a similar position. The employee's accumulation rate of vacation time will be changed based on their anniversary date and years of service in terms of full months of employment with the Town and other public agencies while employed in a similar position. A full month's accrue is determined using the terms of the preceding paragraph.

Anyone who leaves the employment of the Town prior to the end of a year will have the earned accrued balance of vacation time paid to them at termination. An employee who terminates employment during the first through the fifteenth of the month will not receive credit for that month's vacation accrual. Anyone who terminates their employment during the sixteenth through the end of the month shall receive credit for that month's vacation accrual.

**4. Advance Vacation Pay**

During the first two (2) years of your employment with the Town, you may request of the Board of Selectmen to receive up to forty (40) hours advance vacation pay for vacation time taken in excess of your vacation accrual balance if you anticipate accruing the vacation taken during that calendar year. That request must be in writing and be accompanied by a written authorization for the Town to deduct any amount of advanced vacation paid, but not yet earned at the time of termination of employment, from your final paycheck.

**5. Accumulation Rights**

No more than a maximum of eighty (80) hours vacation time may be carried over after December 31, 2012. An employee's accrued vacation time in excess of eighty (80) hours at the end of December 31, 2012 will be paid to the employee in full before January 31, 2013.



*[Vacations continued...]*

After January 1, 2013, unused vacation time in excess of the maximum of eighty (80) hours permitted to be accumulated and carried over will be forfeited by the employee on December 31 of each year at a rate of fifty percent (50%) of those hours with the other fifty percent (50%) to be paid to the employee before January 31st of the subsequent calendar year. No compensation for the forfeited unused vacation time will be paid to the employee. You must “use it or lose it.” Exceptions to these policies may be made in unusual circumstances upon written authorization of the Board of Selectmen. A written request to carry over more than the maximum permitted must be submitted to the Board of Selectmen prior to December 1<sup>st</sup> of each year. Each case will be considered separately by the Board.

## **6. Payment in Lieu of Vacation**

Except as provided in the preceding “**Section 5. Accumulation Rights,**” payment in lieu of a vacation will only be granted with advance approval in writing by the Board of Selectmen. Written request must be submitted to the Board prior to December 1<sup>st</sup> of each year. Each case will be considered separately by the Board. If payment in lieu of vacation is approved, one (1) week (forty (40) hours) of vacation is equivalent to a regular scheduled workweek at your normal hourly wage or salary rate. Accrued but unused vacation pay will be paid to you in cash upon termination of employment unless you were advanced vacation pay in excess of your accrued amount at termination.

## **7. Regular Part-Time Employees**

Regular part-time employees are eligible to accrue vacation leave in the same manner as full-time employees; however, the accrual rate shall be on a pro-rata basis in the same percentage as the part-time employee's regular workweek relates to a full forty (40) hour workweek over the part-time employee's previous service to the Town up to fifty two (52) weeks prior.

## **D. Sick Leave**

### **1. Availability and Rate of Accrual**

To qualify for sick leave you must be a regular employee. You are not eligible for sick leave if you are a temporary or on-call employee. Sick leave is paid at your normal rate of pay for up to eight (8) hours per day. Paid sick leave may only be used after completion of your Probationary Period. Time taken off before this will be without pay, and must comply with the notification provisions relating to absences as provided in this Manual. Sick leave accrues at the rate of three fourths (3/4) day for each month of employment with the Town. Anyone whose hiring or anniversary date begins during the first through fifteenth of the month will be credited for that month's sick time as a full month of employment. Anyone whose hiring or anniversary date begins during the sixteenth through the end of the month shall start to accrue or change their sick time accrual rate on the first day of the following month.

### **2. Uses of Sick Leave**

Unless otherwise provided by law, sick leave will be granted for (1) periods of temporary physical illness such as personal illness, bodily injury or disease; (2) exposure to contagious disease or quarantine; (3) visiting doctors, dentists or other practitioners in their offices; (4) visiting hospitals and medical laboratories for diagnostic testing; and/or (5) to provide care to a member of your immediate family whose illness, injury or disease requires your personal time and attention for no longer than one day except with the approval of

*[Sick Leave continued...]*

your supervisor. For purposes of this subsection (5), immediate family shall mean spouse, child, step-child, parent, step-parent, or grandparent. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of the Town of Stratham. You must advise your

supervisor as soon as possible that you will be absent from work for any of the above-listed reasons. You may use your sick leave in units of no less than two (2) hours at any one time.

### **3. Proof of Illness**

A physician's "proof-of-illness" certificate certifying your illness or an illness of a family member may be required by the Town of Stratham prior to your return to work or within one week thereafter. A physician's "proof of illness" certificate is mandatory for all sick leave in excess of three (3) continuous working days. Failure to provide the necessary certificate upon request or when required shall subject the employee to disciplinary action, up to and including termination of employment.

### **4. When NOT Available**

This sick leave policy does not apply if sick leave is needed as a result of self-inflicted injury, illegal substance abuse, or alcohol abuse, or illness or injury incurred while committing a felony. This sick leave policy shall not apply to any lost time paid by workers' compensation.

### **5. Special Rules of Use and Accrual**

If you are on an approved unpaid leave of absence for less than thirty (30) days, your sick leave accrual will not be affected; should the leave extend beyond thirty (30) calendar days, sick leave time will not continue to accrue during the leave. If on a paid leave of absence, sick time will continue to accrue during the period of paid leave, regardless of the duration of the paid leave.

### **6. Accrual, Reimbursement, and the Sick Leave "Bank"**

You may carry over sick leave from year to year, but you may not enter any year with more than a maximum of 45 accumulated days of sick leave. If you have accumulated more than forty-five (45) days of total unused sick leave at the end of a calendar year then you will be paid for one-half (1/2) of the accumulated unused sick leave in excess of 45 days at your regular rate of pay. The remaining one-half (1/2) of the accumulated unused sick leave in excess of 45 days shall be attributed to the sick leave "bank". There is no limit on the number of days of sick leave that the bank may accumulate. The bank shall be administered by three employees, one each from the highway department, the police department, and the Town Clerk's office. Any employee who has a bona fide illness but who has no available sick leave time, or no other leave time available to them, may apply to the bank for use of the bank's accumulated time. Should the "bank's" administrators approve use of any portion of the "bank's" accumulated time for the benefit of the applicant, they will then make recommendations to the Board of Selectmen, who generally will accept their recommendation. The applicant shall then receive sick leave for as many days as are approved at his or her rate of pay without regard to the rate of pay of the "bank's" contributors. The decisions of the "bank's" administrators, once approved by the Board of Selectmen, shall be final and the Town shall bear no responsibility for said decisions whatsoever.

*[Sick Leave continued...]*

Upon death, retirement, or any other termination of your employment, you will receive payment for any accumulated but unused sick leave, less any sick time applied for and received from the sick bank, at your normal rate of pay.

## **7. Regular Part-Time Employees**

Regular part-time employees are eligible to accrue sick leave in the same manner as full-time employees; however, the accrual rate shall be on a pro-rata basis in the same percentage as the part-time employee's regular workweek relates to a full forty (40) hour workweek. No part-time employee shall be eligible to receive sick leave benefits from the sick leave "bank."

## **E. Other Paid Leaves**

### **1. Funeral (Bereavement) Leave**

Only regular employees are eligible for paid funeral leave. You are entitled to take up to five (5) workdays with pay to attend the funeral and take care of personal matters related to the death of a spouse, child (including a step-child), parent (including a step-parent), or any relative residing in your household. You are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a grandparent, sibling, parent-in-law, or sibling-in-law. You are entitled to take one (1) workday with pay to attend the funeral and take care of personal matters related to the death of any other relative. You are entitled to take one (1) workday with pay to serve as a pallbearer at any person's funeral, which leave must take place on the day of the funeral.

Bereavement Leave will commence on the next workday following the death giving rise to the leave and will run without interruption thereafter. If the death occurs during a period when you are already on paid leave, then the time will be recorded as bereavement leave on your time record. Pay for a funeral leave will only be made for actual time lost from work. If some or all of the term of leave occurs at a time when you are not scheduled to work, payment will not be made. Bereavement Leave is available over and above leave time earned under the Town's Personal Leave Policy. If you wish to attend a funeral and are not eligible for Bereavement Leave, you may use personal leave time or vacation leave time.

### **2. Jury Duty**

Any employee called for jury duty shall be excused from work for the Town during the term of jury service. If you are a regular full or part-time employee and have completed your Probationary Period, the Town of Stratham will pay you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) work days. In order to receive jury duty pay, you must present an official statement of jury service and pay to your supervisor. This document is issued by the court. The Town of Stratham will not pay any part-time, temporary, or on-call employees. Payment is conditioned upon full compliance with all of the provisions of this section.

You must notify your supervisor within forty-eight (48) hours of receipt of the jury summons. You must report for work on any day that you are not required to serve or if you are released from jury duty more than two (2) hours before the end of your regular workday. The benefits of regular full-time employees shall accrue without interruption during any term of jury service.

*[Other Paid Leaves continued...]*

### **3. Military Leave of Absence**

The Town of Stratham complies with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) as amended and other applicable laws regarding military service.

Employees who serve in the Uniformed Services shall be granted a leave of absence to fulfill this obligation, and will retain all of their legal rights for reinstatement, re-employment, seniority, vacation, layoffs, compensation, and other benefits and protections as provided by law. In order to receive the re-employment protections provided by USERRA, you must ensure that your employer receives advance written or verbal notice of your service; that you have five years or less of cumulative service in the uniformed services while with that particular employer unless an exception to this requirement applies; that you return to work or apply for reemployment in a timely manner as defined by law after conclusion of service; and that you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are a regular full-time employee and have completed your Probationary Period, while you are engaged in military service, the Town of Stratham will pay you for the difference between your reservist's pay and your regular wage or salary not to exceed eight (8) hours per day, for a maximum of six (6) months. In order to receive this difference in your regular pay from the Town while engaged in military service, you must present an official statement of the reason for your service and military rate of pay to your Town supervisor. The Town of Stratham will not pay any part-time, temporary, or on-call employees. You may apply your accrued vacation time and accrued personal leave to any term of service in excess of the period of compensation by the Town if you wish. Payment is conditioned upon full compliance with all of the provisions of this section.

You are required by law to notify your supervisor either verbally or in writing as far in advance as is reasonable under the circumstances when you become aware of the dates you will be on duty, unless military necessity prevents such notice or giving such notice is otherwise unreasonable or impossible. The vacation, personal leave, and sick leave benefits of regular full-time employees shall continue to accrue during the time of service. Employee contributions towards other benefits shall continue as a deduction from the employee's pay as would ordinarily occur while the employee receives compensation from the Town while on active military duty. Please contact your supervisor or the benefits administrator for more information about military leaves of absence.

### **4. Personal Leave**

Full-time non-exempt employees are entitled to take two (2) days of paid personal leave during each calendar year. You may use your personal leave in units of no less than two hours at any one time. Personal leave time is intended to be used to accomplish personal business that cannot be completed during time other than your normal working hours. You are required to request personal leave time from your supervisor in advance and obtain his or her approval.

This personal leave policy does not apply to "exempt" employees on the Town's payroll. It also does not apply if personal leave is needed as a result of self-inflicted injury, illegal substance abuse, alcohol abuse, or illness or injury incurred while committing a felony.

*[Other Paid Leaves continued...]*

Personal leave not used during a calendar year will be forfeited, and the employee will receive no compensation for the unused personal time.

## **F. Family and Medical Leave of Absence (“FMLA Leave”)**

### **1. General Policy**

The Town of Stratham complies with the Family Medical Leave Act (“FMLA”) of 1993, as amended, which provides eligible employees for unpaid leaves of absence in certain circumstances, under certain conditions. The policy provides that eligible employees (as defined below) may receive up to twelve or twenty-six work weeks of leave, as applicable, in a Twelve Month Period for any of the following:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee’s child after birth, or placement for adoption or foster care;
- To care for an immediate family member (spouse, child or employee's parent) with a serious health condition.
- The employee’s own serious health condition that makes the employee unable to perform the functions of his/her position.
- Any “Qualifying Exigency” (defined below) arising from the fact that a child, spouse, or parent of the employee (a “Covered Service Member”) is on “covered active duty” (or has been notified of an impending call order to “covered active duty”) in the U.S. Armed Forces in support of a contingency operation.
- To care for a spouse, child, parent, or next of kin who is a service member recovering from a serious illness or injury sustained in the line of duty, or a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness if the veteran was a member of the Armed Forces at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Under these circumstances, a special leave entitlement permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Employees are required to use Eligible Covered Time in connection with FMLA leave under this policy. Eligible Covered Time will run concurrently with FMLA leave. The portion of the leave not covered by Eligible Covered Time will be unpaid. The Town of Stratham will continue to provide health and dental benefits during the leave as outlined in this policy.

The leave may be taken in a single block of time, or spread out over several days or weeks within a Twelve Month Period. Employees are required to provide advance notice whenever possible and make every effort to schedule leave to minimize disruption of Town operations. Upon return from leave, the employee will be reinstated to the same or equivalent position with the same benefits.

The Fair Labor Standards Act exempt status of employees on FMLA leave will not be affected under this policy.

The meaning of the words “child” and “parent” in the above list of reasons qualifying for FMLA leave may include persons with whom there is a “child/parent” relationship but no legal ties (whether blood or adoption) actually exist between the persons. This relationship is known as “in loco parentis.” The determination of whether the definition of “child” or “parent” will be expanded to include persons who are

*[FMLA continued...]*

or were “in loco parentis” is a legal decision, which must be made on a case by case basis based on the facts and circumstances of each individual situation. Please contact your supervisor immediately if the need for

leave for one of the reasons listed above arises with regard to a person for whom you believe you are “in loco parentis”, or who you believe cared for you in an “in loco parentis” relationship when you were a child, so a determination can be made as to whether your particular situation qualifies as “in loco parentis” for the purposes of FMLA leave.

The specific conditions under which an employee may take leave and the procedures to follow are described in the following sections.

## **2. Definitions**

“12 Month Period” is defined as “a rolling 12 month period” and will be calculated as an individual rolling year measured backward from the start date of the requested FMLA leave.

Covered active duty for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined by law.

“Eligible Covered Time” means time the employee is entitled to take in accordance with the appropriate Town policy (i.e., sick time, vacation time, personal leave, or any other paid leave).

“Qualifying Exigency” is defined as one of the following:

- a) Short-notice deployment – to address any issues that may arise due to the fact that Covered Service Member received notice of the deployment seven (7) or less calendar days prior to the date of deployment;
- b) Military events and related activities – to attend any official ceremony, program, or event sponsored by the military that is related to the Covered Service Member’s active duty; or to attend family support or assistance programs and informational briefings sponsored by the military;
- c) Child care and school activities – to arrange for alternative childcare; to provide childcare on an urgent or immediate basis; to enroll or transfer a child to a new school; and to attend meetings with school staff that are made necessary by the Covered Service Member’s active duty or call to active duty;
- d) Financial and legal arrangements – to make or update financial or legal arrangements related to the Covered Service Member’s absence while on active duty; and to act as the Covered Service Member’s representative with regard to obtaining, arranging or appealing military benefits;
- e) Counseling – to attend counseling sessions related to the Covered Service Member’s deployment or active duty status;
- f) Rest and recuperation – to spend up to five (5) days with a Covered Service Member who is on short-term, temporary rest and recuperation leave;
- g) Post-deployment activities – to attend ceremonies and reintegration briefings for a period of 90 days following the termination of the Covered Service Member’s active duty status; and to address issues arising from the death of a Covered Service Member; and/or

*[FMLA continued...]*

- h) Other activities that the Town and employee agree qualify as an exigency.

“Serious Injury or Illness” means

- a) in the case of a member of the Armed Forces including a member of the National Guard or Reserves, an injury or illness incurred by the member in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating, or a serious injury or illness that existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating.
- b) for a veteran, a qualifying injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

“Serious Health Condition” means an illness, injury impairment, or physical or mental condition that involves one of the following:

- a) Hospital Care: Inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care
- b) Absence Plus Treatment: A period of incapacity of **more than three consecutive calendar days** (including any subsequent treatment or period of incapacity relating to the same condition), that also involves:
  - \* **Treatment<sup>1</sup> two or more times** by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or
  - \* **Treatment** by a health care provider on at least one occasion which results in a **regimen of continuing treatment<sup>2</sup>** under the supervision of the health care provider.
- c) Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care
- d) Chronic Conditions Requiring Treatments: A chronic condition which:
  - \* Requires **periodic visits** for treatment by a health care provider, or by a nurse or physician’s assistant under direct supervision of a health care provider;
  - \* Continues over an **extended period of time** (including recurring episodes of a single underlying condition); and

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<sup>1</sup> **Treatment** includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

<sup>2</sup> **A regimen of continuing treatment** includes, for example, a course of prescription medication (e.g. an antibiotic) or therapy requiring special equipment to resolve or alleviate the health condition. A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.

*[FMLA continued...]*

- \* May cause **episodic** rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).
- e) Permanent/Long-Term Conditions Requiring Supervision: A period of **incapacity**, which is **permanent or long-term** due to a condition for which treatment may not be effective. The employee or family member must be **under the continuing supervision of, but need not be receiving active treatment by, a health care provider**. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- f) Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis).

### 3. Eligibility

To be eligible for leave under this policy an employee must have worked for the Town for at least twelve months, with no less than 1,250 hours of service during the twelve month period preceding the commencement of the leave.

### 4. Substitution of Paid Leave

Employees are entitled to not more than twelve or twenty-six work weeks of FMLA leave, as applicable, and must use sick leave, vacation leave, personal leave, and any other available paid leave in accordance with existing policies concurrently with their twelve or twenty-six work week FMLA leave.

### 5. Intermittent or Reduced Leave Schedule

If medically necessary for a serious health condition of the employee or his/her spouse, child or parent, leave may be taken on an Intermittent or Reduced Leave Schedule. If leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternative position, which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

**Intermittent Leave** means, for example, a few hours off, or a day or a week off at intervals as the employee's needs require

**Reduced Leave Schedule** means, for example, a regular schedule of a three day work week, or working only mornings

### 6. Spouses Employed by the Town

Except in the case of leave to care for a covered service member with a serious injury or illness, an eligible employee's FMLA leave entitlement is limited to a total of twelve work weeks of leave during any twelve month period. However, spouses employed by the Town are jointly entitled to a combined total of



*[FMLA continued...]*

twelve work weeks of leave for the birth of a child, adoption, foster care, or the care of a sick parent. Spouses jointly employed by the Town are subject to other combined total leave limits if leave to care for a service member and leave for another reason are both needed within a certain period of time. Please speak to your supervisor about your particular family situation.

## **7. Notice to Employer**

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee should provide at least **thirty (30) days advance notice** and make efforts to schedule leave so as not to disrupt Town operations. If the need for leave is not foreseeable, the employee is required to provide the Town as much advance notice as is practicable under the facts and circumstances of the situation; it is normally possible to provide notice in accordance with the Town's policies for lateness, absence, and/or use of sick time. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

The employee will submit the request for FMLA leave, in writing whenever possible, to his/her supervisor who will forward the request to his/her appropriate manager for approval. The employee's manager and the Accounting Supervisor will review the request for FMLA Leave.

The Town will require medical certification to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. Forms for this purpose are available from the Accounting Supervisor.

The Town may require a second medical opinion and periodic certification at its own expense. The Town, at its own expense, may require the binding opinion of a third health care provider approved jointly by the Town and the employee if the first and second opinions differ. This will be a joint decision between the employee's manager and the Accounting Supervisor.

## **8. Employee Benefits During Leave**

Employees on Family and Medical Leave will continue to accrue vacation, sick and personal leave during paid FMLA leave (i.e., as long as the employee is utilizing accrued sick leave or vacation leave concurrently with the FMLA leave) but will not continue to accrue vacation, sick or personal leave if the FMLA leave is unpaid. Group health and dental insurance will be maintained during the leave and the employee will be required to make contributions to the premiums in the same way as prior to the leave. During any paid portion of leave, contributions will continue to be deducted from the employee's pay; during unpaid leave, employees must make arrangements to make payments of the employee's portion of the premiums directly to the Town. If the employee does not make those payments for more than 30 days, the benefits may be terminated, after notice to the employee. Holidays that occur during leave will be paid if the employee is on paid leave status on the date the holiday occurs.

If an employee does not return to work at the end of FMLA leave, the Town may ask the employee to repay or otherwise recover the cost of its portion of health and dental insurance premiums paid by the Town during any portion of the FMLA leave which was not concurrent with a paid leave such as sick or vacation

*[FMLA continued...]*

time. The Town may not recover the cost of its portion of the premiums paid during any unpaid portion of the FMLA leave if the employee fails to return to work due to the continuation, recurrence, or onset of either a serious health condition of the employee or the employee's family member, or a serious injury or illness of a covered service member, which would otherwise entitle the employee to leave under FMLA; or other circumstances beyond the employee's control. If the failure to return to work is due to the employee's or the family member's serious health condition or the covered service member's serious injury or illness, the Town may require medical certification of such reason.

## **9. Reinstatement Following Leave**

Upon return to work, the employee is entitled to their original job, or to a comparable job with equivalent pay, benefits, and other employment terms and conditions. Certain circumstances, such as layoffs occurring after the time your leave began or an employee's classification as a "key employee" might result in a departure from this general practice.

An employee's use of family and medical leave cannot result in the loss of any employment benefits that the employee had earned or was otherwise entitled to before taking a leave under this policy

## **G. Other Unpaid Leaves**

### **1. Maternity Leave**

Often, employees will receive maternity leave under the terms of the FMLA leave policy in this manual. However, in some cases, an employee will not qualify for FMLA leave or her need for leave may exceed the amount of leave available under the FMLA policy. In any circumstance, the Town permits women to take a maternity leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. When the employee is physically able to return to work, her original job or a comparable position shall be made available to her by the employer unless business necessity makes this impossible or unreasonable. If the employee is eligible for FMLA leave, the maternity leave shall run concurrently with the FMLA leave, and in accordance with the terms of the FMLA leave. If the period of temporary physical disability exceeds the employee's FMLA leave, the employee will remain on maternity leave. Employees are required to use their sick time concurrently with their maternity leave. The portion of the leave after the sick leave is exhausted will not be paid. The intent of this policy is to treat pregnancy the same as any other temporary physical disability.

### **2. Educational Leave of Absence**

An educational leave of absence may be approved if the desired curriculum is of mutual benefit to you and to the Town of Stratham. You should request an unpaid educational leave of absence from your supervisor who will transmit your request together with his or her confidential recommendations concerning same to the Board of Selectmen. The Board of Selectmen shall review all requests and their decision to either grant or deny the request shall be final. While on a leave of absence provided for under this policy, the Town will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of thirty (30) days leave time during any one year period. If your leave extends beyond thirty (30) days, you shall be offered the opportunity to purchase continuing coverage under state and federal

*[Other Unpaid Leaves continued...]*

COBRA continuation rules. Other accumulated fringe benefits such as seniority, retirement, service credits, sick pay, vacation pay, etc., shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during any such leave period.

**3. Personal Leave of Absence**

In very special circumstances, the Town of Stratham may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. If you accept any employment or go into business while on a leave of absence from the Town of Stratham, you will be considered to have voluntarily resigned from employment with the Town of Stratham as of the day on which you began your leave of absence. You should request an unpaid personal leave of absence from your supervisor who will transmit your request together with his or her confidential recommendations concerning same to the Board of Selectmen. The Board of Selectmen shall review all requests and their decision to either grant or deny the request shall be final. A personal leave of absence must not interfere with the operations of your department or the Town of Stratham. While on a leave of absence provided for under this policy, the Town will continue your group health insurance benefits under the same terms as provided to other employees, for up to a maximum of thirty (30) days leave time during any one year period. If your leave extends beyond thirty (30) days, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Other accumulated fringe benefits such as seniority, retirement, service credits, sick pay, vacation pay, etc., shall be preserved at the level earned as of commencement of the leave, but shall not accrue further during any such leave period. Failure to return from a leave at the time agreed will result in termination of employment.

**4. Crime Victims Leave**

If an employee or employee's family member has been the victim of a crime, the Town of Stratham provides an unpaid leave of absence to allow the employee to attend court and other legal and investigative proceedings related to the crime. The employee must provide his or her supervisor with a copy of the notice from the court or agency about the proceeding or meeting requiring the absence. An employee who uses this leave cannot be terminated or discriminated against for using this leave, and shall retain all seniority rights. The amount of leave is not restricted under this section, but the leave can be limited if the employee's leave creates an undue hardship for the Town. The Town requires employees to use accrued vacation or personal time, if any, in conjunction with leave provided under this section. If no accrued vacation or personal time is available for use, the leave will be unpaid.

**5. Veteran's Day Leave**

All veterans who have received an honorable discharge from the United States armed forces may be granted an unpaid leave of absence for the twenty-four (24) hour period comprising Veteran's Day, without penalty. The employee must request this leave as far in advance as possible, using the same procedure used to notify the Town of Stratham of the need to take a sick day. Employees employed by the Town in an emergency responder position may be awarded this leave if there is another qualified emergency responder available to cover the time of the leave.

**6. State of Emergency Leave**

The Town of Stratham understands that employees may serve in fire departments, rescue squads, or emergency medical services capacities outside of their employment with the Town of Stratham. When a

*[Other Unpaid Leaves continued...]*

state of emergency is declared by the Governor of New Hampshire or the general court, employees who are members of fire departments, rescue squads, and emergency medical services agencies and are called into service for the emergency are entitled to unpaid leave from work to respond to the emergency. Employees taking leave under this section may elect to draw upon accrued paid time off for the duration of the leave, but cannot be required to do so. If the employee is essential to the Town of Stratham's own emergency or disaster relief activities, the Town may request an exemption for that employee from the director of emergency services or the local emergency management agency. Consequently, any employee who serves in a fire department, rescue squad, or emergency medical service agency outside of his or her employment by the Town of Stratham must inform his or her supervisor of such service, so the Town may make a determination about whether to request an exemption for the employee.

## **7. Insurance Premium Payment During Unpaid Leaves of Absence**

The Town of Stratham will continue to pay its share of insurance premiums for employee coverage for the period designated for each leave. You will be responsible for your portion of the insurance premiums during this period, and after the period of Town contribution under each leave policy terminates, you will be responsible for paying the total premiums for your insurance coverage. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

## **H. Insurance**

### **1. Health and Dental Group Insurance**

Comprehensive Major Medical, Hospitalization, and Dental Care Insurance are provided to all employees with a regularly scheduled work assignment of no less than thirty-five (35) hours per week. For employees selecting coverage and agreeing to pay their portion of the premium for the insurances desired, coverage will be effective on the first of the month following selection of coverage provided selection was made a minimum of 15 calendar days prior to the first. Eligible employees may elect to cover their eligible dependents with this same insurance. Each year you will be notified of the Town of Stratham's contribution towards your insurance coverage. Your contribution to premiums will be deducted from your paycheck by payroll deduction. When you choose insurance coverage with the Town, you will be provided with a booklet describing your benefits when you join the program.

Group Health and Dental Insurance will continue as specified under "Military Leave of Absence" in the "Benefits" section of this Manual. The Employee contributions towards these benefits shall continue as a deduction from the employee's pay as would ordinarily occur while the employee receives compensation from the Town while on active military duty. Should the employee's pay from the Town not be sufficient to cover the required contributions for these benefits, the employee must contribute directly the remaining balance on a monthly basis to the Town in order for the insurances to continue.

### **2. Termination of Insurance**

In the event of your termination of employment with the Town of Stratham or loss of eligibility to remain covered under our group medical and dental insurance programs, you and your eligible dependents may have the right to continued coverage under our health insurance program for a limited period of time at your or their own expense under COBRA (Consolidated Omnibus Budget Reconciliation Act). Under the terms of COBRA, employees and their dependents have the opportunity to continue coverage with

*[Insurance continued...]*

payment of 102% of the total monthly premium. COBRA details will be provided at termination of employment or at the time of another qualifying event as defined by COBRA. (This does not affect the conversion privilege as stated in the insurance policy.) Consult the Benefits Administrator for details.

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as a regular full-time employee eligible for the

insurance, or in the case of another qualifying event as defined by COBRA. The Town of Stratham may, by continuing to pay the premium, keep your insurance in effect for a brief period if you cease to be an eligible employee for any reason other than resignation, dismissal, or failure to meet the terms of eligibility of our group insurance program. Any decision to maintain your insurance in effect shall be solely at the discretion of the Board of Selectmen.

## **I. Government Required Programs and Coverage**

### **1. Worker's Compensation**

The New Hampshire Workers' Compensation Law is a no-fault insurance plan, which is supervised by the state, and one hundred percent (100%) paid for by the Town of Stratham. Every Town of Stratham employee is protected by Workers' Compensation. Any injury or illness is covered if it is caused by or related to your job. Coverage begins the first minute you are on the job and continues anytime you are working for the Town of Stratham. Employees are required to immediately report to their supervisor any injury which occurs while working for the Town of Stratham, no matter how small or minor the injury may seem.

New Hampshire law guarantees you three kinds of workers' compensation benefits:

- \* Medical care to take care of the injury, including not only doctor bills, but also medicines, hospital costs, fees for lab tests, x-rays, crutches and so forth - There's no deductible.
- \* Rehabilitation services necessary to return to work.
- \* Cash payments for lost wages.

If the injury is very serious - one where you will not be able to work for a year or more - you may be eligible for additional benefits from the Federal Social Security program. For information contact the nearest office of the Social Security Administration.

Employees returning to work after being absent due to an injury must report to their supervisor prior to beginning work, and must bring a doctor's clearance for returning to duty.

### **2. Unemployment Compensation**

The Town of Stratham pays a percentage of its payroll to the Unemployment Compensation Fund according to the Town of Stratham's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible you must have been employed for a certain amount of time, be willing and able to work, and to meet the other

*[Gov't Required Programs and Coverage continued...]*

requirements of law to receive these benefits. You should apply for benefits through your local State Unemployment Office as soon as possible. The Town of Stratham pays the entire cost of this insurance.

### **3. Social Security**

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, the Town of Stratham is required to deduct this amount from

each paycheck you receive. In addition, the Town of Stratham matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

## **J. Retirement**

### **1. State of New Hampshire Retirement System**

All full-time, regular employees of the Town of Stratham are enrolled in the State of New Hampshire Retirement System. Eligible employees within the public safety sector of Town government (police) are enrolled in Group II of the New Hampshire Retirement System and are required to contribute to the Retirement System at the rate prescribed for Group II members. All other employees are enrolled in Group I of the New Hampshire Retirement System and are required to contribute to the Retirement System at the rate prescribed for Group I members. The details regarding the State of New Hampshire Retirement System employee contributions, vesting, administration, investments, etc. may be obtained directly from the Retirement Board and are provided in the separate literature for the State of New Hampshire Retirement System.

## **IV. OTHER POLICIES**

### **Blogging and Social Media Sites**

With the advent of social media websites sites including blogs, social networks, virtual worlds, wikis, and other forms of social media, employees are reminded that all Town policies apply to an employee's work-related use of those items, as well as to employee's non-work related use, as applicable.

If your job with the Town involves the use of blogs or social media on behalf of the Town, postings and communications through or using those sites must only be undertaken with the approval of your supervisor.

If your job does not involve the use of blogs or social media on behalf of the Town, blogging or use of social media sites is prohibited during working time.

Please remember that perception is often reality, and carefully consider each posting or communication before proposing it to your supervisor or, if you are the supervisor, approving it. Other general rules for the posting or communicating of information on social media sites follow:

1. Information that may be withheld under RSA Chapter 91-A shall not be posted or communicated on social media sites.
2. Photographs and other visual material are allowed with the permission of the individual providing the visual material and approval of the Board of Selectmen.
3. All content must be reviewed and approved by your department head or supervisor before posting. Should there be any question at the department head or supervisor level, the Board of Selectmen retains the authority to grant final approval of content.
4. Content must not breach confidentiality, privacy, or legal guidelines.
5. Content must be in good taste, be a statement of fact, and not an opinion.
6. Content may not include discussion of any Town matter in litigation.
7. Content must be professional, but can reflect "personality."

### **Bonuses**

The Town of Stratham, in its sole discretion, reserves the right to distribute annual merit bonuses when circumstances warrant and the Town's budget permits. In such event, bonuses will be determined on the basis of attendance, efficiency, initiative, knowledge, performance, salary, and length of service as evaluated by your supervisor or the Board of Selectmen.

### **Bulletin Boards**

Bulletins and bulletin board(s) are our official way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it.

Only authorized personnel are permitted to post, remove, or alter any notice on the bulletin board(s). If you want to have notices posted on the Town of Stratham bulletin board(s), see your supervisor for instructions.

*[Other Policies continued...]*

### **Communication With the Media**

**No employee may communicate with any member of the media about the Town of Stratham unless such communication is a part of your job responsibilities. All requests from the media for comment or information should be directed to the Town Administrator or the appropriate department head. If you interact with the media during the course of performing your job responsibilities, you should inform the Town Administrator.**

### **Conflict of Interest**

- A. Intent:** It is the intent of the Board of Selectmen to eliminate both actual conflicts of interest and the appearance of conflicts by all town employees (elected and appointed).
- B. Purpose:** The purpose of this policy is to ensure that all actions and decisions by the Stratham Town Government will be guided by what is in the best interest of the town as a whole and not be influenced, in any manner, by the interest of an individual official or employee nor by the interest of any outside group or organization.
- C. Gifts:** No town official or employee shall accept any gift, gratuity, loan, reward, discount, service in kind or any other item of value, which is proffered as a result of the employee's or official's individual work for the town. This gift policy is not intended to exclude small gifts, which might be offered (but not solicited) to all employees in a department (such as gifts of food, office supplies, or discounts). **Under no circumstances should an individual employee accept cash gifts.**

If there is any doubt about the propriety of any such offer of a gift, talk to your Department Head. Transparency is the rule when it comes to questions about Conflicts of Interest.

- D. Authority:** The Board of Selectmen is the final deciding authority on any issues pertaining to conflicts of interest or appearances of conflicts.

### **Department Meetings**

From time to time, your Department Head will schedule department meetings before, during, or after work. It is to your advantage to attend these meetings. They give you and your fellow workers a chance to receive information on Town events, to review problems and possible solutions, and to make suggestions about your department or your job.

If your attendance at Department Meetings is mandatory, you will be informed either orally, by posting, or in writing. You are expected to attend mandatory Department Meetings as part of your job responsibilities. If you are a non-exempt employee and you attend a Departmental Meeting, you will be paid for the time you are in attendance, which is considered hours worked. If the time you are in attendance causes you to work more than forty (40) hours in a work-week, you will be eligible for overtime pay for the hours worked in excess of forty (40) in a work week. Callback pay provisions do not apply to attendance at mandatory meetings, and employees will be paid only for time that they are in actual attendance at the meeting. Failure to attend a mandatory meeting may result in disciplinary action, up to and including termination of employment.



*[Other Policies continued...]*

### **Dress Code/Personal Appearance**

Please understand that you are expected to dress and groom yourself in accordance with accepted social and business standards, particularly if your job involves dealing with the public. Each supervisor or Department Head is responsible for establishing a reasonable dress code appropriate to the job you perform with emphasis on safety.

Personal appearance should be a matter of concern for each employee. If your supervisor feels your attire is inappropriate, you may be asked to leave your workplace to change. You will not be paid for the time you are off the job for this purpose. Your supervisor has the sole authorization to determine an appropriate dress code, and anyone who violates this standard will be subject to appropriate disciplinary action, up to and including termination of employment.

### **Electronic Devices and Their Use**

As you conduct your duties for the Town of Stratham, you may need to use electronic and telephone communications systems, including, but not limited to: internal electronic mail (e-mail), Internet e-mail; Internet access; telephone systems; voice mail; facsimiles; video equipment, tapes and recordings; audio tape equipment and recordings; pagers; cell phones; "smart phones" (including but not limited to I-Phones and Black Berries); desktop or laptop computers,; instant messaging; text messaging; computer networks; back-up or operating computer tapes, cartridges and other information storage devices; scanners, computer disks, CD-ROM or CD-RW, "thumb drives" or any other computer directories, storage equipment/systems, and/or stored files; and any other form of electronic, telephonic, or technical equipment and/or software, whether or not referenced herein, which may be used in the course of performing your job duties or be otherwise available to you on the Town's premises, vehicles, or work areas (all collectively known as "Information Systems"). The following policies will apply:

The Town will provide access to the Information Systems necessary to promote the efficient conduct of business.

All Information Systems and all information and communications stored, transmitted, received, processed, or otherwise contained or passing through the Town's Information Systems are the Town's property, and employees should have no expectation of privacy in the use of any of the Town's Information Systems or in the information or communications stored, transmitted, received or processed using those systems. All Information Systems should be used for only job-related purposes, with the understanding that occasional personal use of the Information Systems may occur in a limited manner, when unavoidable.

To ensure the proper use of the Information Systems, the Town reserves the right to monitor or audit the use of these systems and equipment at any time. The Town may monitor or audit an employee's use of the Information Systems without notice, at any time, for any reason, including for the purpose of determining whether personal use of the Information Systems is excessive. The determination whether the personal use is excessive will be made by your Department Head.

No electronic communications are private or confidential. Employees should not use personal passwords, and the use of personal passwords is not grounds for an employee to claim privacy rights in the Information Systems. The Town reserves the right to override personal passwords. Employees may be required to disclose passwords or codes to the Department Head to allow access to the systems.

*[Other Policies continued...]*

The Town's prohibition against sexual, racial, and other forms of harassment is extended to include all uses of the Information Systems (whether for personal or job related purposes), including, but not limited to, use of the systems to access inappropriate websites. Offensive, harassing, vulgar, obscene, disruptive, or threatening communications are strictly prohibited. Communications that may defame or disparage the Town, employees, customers, residents, vendors, elected officials, or competitors are also prohibited. Town policies govern all aspects of the use of the Information Systems, whether the use is occurring for personal or business reasons.

Employees may not use electronic and telecommunication systems to solicit or proselytize for religious or political causes, outside organizations, non-business commercial ventures, or other non-job-related solicitations. Please see the Town's Solicitation policy in this Manual for more information.

Privileged or confidential material, such as, but not limited to, confidential or proprietary information or data and/or attorney-client communications, must not be divulged to outside parties by any means including e-mail, facsimiles, etc.

Employees are prohibited from disseminating, printing, downloading, or copying copyrighted materials or in any other way violating copyright laws. This includes all computer software. The electronic posting of copyrighted information is also prohibited, unless the Town or the employee has created the information or owns the rights to it.

Employees should be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved and can be used against an employee or the Town. Therefore, employees should be cautious and use the systems only in the appropriate manner and consult with systems experts to guarantee that information to be deleted is truly eliminated from the system.

**Employees are required to comply with NH law regarding the use of personal communications and electronic devices such as cell phones, Black Berries, I-Phones, I-Pods, navigation systems, and similar devices while operating a motor vehicle while on Town business. Texting, emailing, dialing phone calls, or similar activity while operating equipment and/or a motor vehicle while on Town business is specifically prohibited. Use of cell phones while operating equipment or a motor vehicle while on Town business is permitted with the use of a "hands free" device. Use of a personal communication device during working hours in such a way that the use impedes your work performance, including but not necessarily limited to driving a motor vehicle, operating heavy equipment, and interacting with the public shall be prohibited. Public Safety Personnel using such equipment and/or devices as a requirement of the performance of their position in the normal course of duty are exempt from the provisions of this paragraph as it pertains to the operation of a motor vehicle or equipment.**

**Non-exempt employees are not asked or obligated to monitor electronic communications during non-work hours and are specifically instructed not to do so without the explicit prior authorization of their supervisor. Failure to comply with this prohibition may result in discipline, up to and including termination of employment.**

**Exit Interviews**

In instances where an employee voluntarily leaves our employ, the Town of Stratham Board of Selectmen

*[Other Policies continued...]*

would like to discuss your reasons for leaving and any other impressions that you may have about the Town of Stratham. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will provide insights into possible improvements we can make. All information will be kept strictly confidential and will in no way affect any reference information that the Town of Stratham may provide another employer about you.

### **Expense Reimbursement**

You must have your Department Head's authorization prior to incurring an expense on behalf of the Town of Stratham. To be reimbursed for all authorized expenses, you must submit an expense report/voucher accompanied by receipts and approved by your Department Head. Please submit your expense report/voucher each week, as you incur authorized reimbursable expenses. The Town will only pay for the expenses directly related to your attendance at a previously approved conference or seminar. Expenses related to having a spouse accompany you must be borne by the employee.

If you are asked to conduct Town business using your personal vehicle, you will be reimbursed at the mileage reimbursement rate then approved by the Board of Selectmen for each mile traveled. Please submit this expense on your weekly expense report/voucher.

### **First Aid**

The NH Department of Labor requires that we keep records of all illnesses and accidents which occur during the workday. The New Hampshire State Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your supervisor for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. You have a right to know about any health hazards, which might be present on the job. Should you have any questions or concerns, contact your Department Head or your supervisor for more information.

### **Grievances**

Our goal is to maintain a comfortable working environment for everybody. We do this in several ways:

- \* By treating each of you as an individual and encouraging your maximum development;
- \* By recognizing that each of you is essential to the success and growth of the Town; and
- \* By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with your supervisor, Department Head, and Officials of the Town.

Whenever you have a problem or complaint, we expect you to speak up and communicate directly with your supervisor, Department Head, or other Officials of the Town. You can take the following steps:

1. First, talk to your immediate supervisor. Your supervisor is most familiar with you and your job and is, therefore, in the best position to assist you. Your supervisor works closely with you, and is interested in seeing that you are treated fairly and properly.
2. If an oral discussion with your supervisor did not help you resolve the matter, you should contact your Department Head who will give your problem or complaint prompt consideration. Your complaint or grievance must be put in writing at this stage of the process.

*[Other Policies continued...]*

3. If it is your opinion that the matter is still unresolved after presented to both your supervisor and Department Head, and if the issue that concerns you involves the application of a Town policy, the administration of discipline, or some other formal complaint, you may present your complaint or grievance directly to the Board of Selectmen. If the complaint or grievance was not put in writing at an earlier stage of the proceeding, you will be required to put your complaint or problem into a writing including the information listed below before the meeting. If the complaint or grievance was previously put into writing but does not include the following information, it must include the following information at this stage. The complaint or grievance must be submitted within 30 days of bringing the issue to your department head. A copy of your complaint or grievance previously presented to your supervisor and Department Head must be included with a written request for review by the Board of Selectmen. A copy of the request needs to be presented to your supervisor and Department Head at the same time.
  - a. The full nature of the grievance or grievances by describing each point of contention.
  - b. A full description of each issue identified in (a) above giving rise to this alleged grievance.
  - c. If an allegation of unfair differential treatment is made, please compare and contrast the specific elements of the unfair treatment to the treatment of others or to past practices.
  - d. The formal written grievance should include a description of the efforts to resolve the issue in steps #1 & #2 of the grievance procedure and the results of those efforts. In stating the results, the grievant should specify why those results were unsatisfactory.
4. Once the request has been submitted with this basic information, and simultaneously copied to the Department Head, the Board would expect a written response from the Department Head within ten (10) days of receipt. Upon receipt of Department Head's response to the written complaint, the Board of Selectmen would schedule a hearing to include both parties. The hearing shall be either public or nonpublic, depending on the requirements of New Hampshire's right to know law. You and your supervisors, and any others selected by you or the Board of Selectmen are to address the complaint or grievance during this session. The decision of the Board of Selectmen shall be final, and shall be given within 30 days of submitting the issue to the Board of Selectmen.

This process provides for a simple and straightforward series of steps for resolving day-to-day workplace problems, complaints, and issues. Remember: it is always best to resolve problems right away.

**NOTE:** Normally, you will be expected to use the Grievance Procedure outlined above to resolve a problem. However, if the problem or complaint is of a personal nature, or a very delicate matter, you may meet first with any member of management, including the Board of Selectmen, to discuss it. They will decide if you should first discuss the problem with your immediate supervisor. If so, you will be directed to use the earlier steps in the Grievance Procedure. If the complaint, suggestion, or question is of such a nature that resolution would be hampered by the Grievance Procedure, the management person you contact will take the appropriate action. Please remember that this manual is not, nor should it be considered to be, an agreement or contract for employment or the terms or conditions of employment, whether express or implied, or a promise of treatment in any particular manner in any given situation.

*[Other Policies continued...]*

### **Housekeeping**

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times. It is a required safety precaution and protects town property.

Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to your supervisor immediately.

### **Parking Lot**

Please keep in mind that the parking spaces adjacent to or in front of our buildings are primarily for residents and visitors. Courtesy and common sense in parking will avoid accidents, personal injuries, damage to your vehicle and to the vehicles of other persons and employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your supervisor. The Town of Stratham does not assume any liability for any loss or damages you may sustain.

### **Personal Phone Calls & Mail**

Please keep personal phone calls to a minimum; any such calls must not interfere with your work. You are permitted to make limited local area calls on Town telephones for essential personal business during lunch or "break" periods. Please do not abuse this privilege. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Incoming urgent calls will be directed to you.

Please do not use the Town of Stratham as a personal mailing address, and do not put personal mail in the stacks that are to be run through the postage meter. Although the amount may seem small, it is still considered theft.

### **Personal Use of Town Property**

Employees are not allowed to borrow or use Town of Stratham tools or equipment for personal reasons, under any circumstances.

### **Promotion Policy**

It is our policy to advise all employees about advancement opportunities by means of a job posting on bulletin boards or other suitable methods. Please submit your request for consideration for a specific position directly to your Department Head, the Department Head offering the advancement opportunity, and to the Board of Selectmen.

Whenever a position becomes available, every effort will be made to fill it by promoting a qualified employee. In determining whether or not to promote an individual, a Department Head may consider a variety of factors including but not limited to: individual ability, past job performance, seniority, individual skill sets, etc.

*[Other Policies continued...]*

By utilizing all opportunities for education and performing their job excellently, an employee may become qualified to fill a position of greater skill, responsibility, and value at the Town of Stratham. The Town of Stratham will always continue to look outside the Town for potential employees and preference shall always be given to the best applicant for the job. Determination of "best applicant for the job" may include subjective as well as objective criteria.

Whenever an employee is learning a new job, or if his or her abilities are unknown in a particular job, the employee will be in a probationary period for that new position. The length of the probationary period for any given job is governed by the experience required for that job and the employee's learning ability and will be determined by the Department Head or the Town Administrator. At the end of the probationary period, the Department Head or the Town Administrator will determine whether the period has been completed successfully and what next steps will be taken. Any probationary period does not provide a guarantee of employment for any particular time. All employees are employees at will at all times.

### **Property & Equipment Care**

It is each employee's responsibility to understand the machines and equipment needed to perform the duties of the job. Good care of any machine or piece of equipment used during the course of employment, as well as the conservative use of supplies, will benefit employees and the Town of Stratham. If an employee finds that a machine or piece of equipment is not working properly or in any way appears unsafe, he or she should notify the supervisor immediately so that repairs or adjustments may be made. Under no circumstances should an employee start or operate a machine he or she deems unsafe, nor should he or she adjust or modify the safeguards provided.

### **References**

The Town of Stratham does not respond to oral requests for references. All requests must be in writing and on company letterhead. In the event an employee leaves the employ of the Town we may be able to provide references to potential employers, depending upon the circumstances, employment history, etc. However, the employee must first sign a "reference release" waiver, allowing the Town to release reference information beyond merely confirming that the employee worked for the Town for a specific period of time and their position.

No employee should under any circumstances respond to any requests for information regarding another employee unless it is part of their assigned job responsibilities. If it is not part of the employee's job responsibilities, and a request for a reference is received, the request should be forwarded to the Town Administrator for a response.

### **Resignation**

While we hope both you and the Town of Stratham will mutually benefit from your continued employment, we realize that it may become necessary for you to leave your job with the Town of Stratham. If you anticipate having to resign your position with the Town of Stratham, you are expected to notify in writing your supervisor at least two (2) weeks in advance of the date that you must leave. All resignations once submitted to the Town are irrevocable unless otherwise authorized by the Board of Selectmen.

*[Other Policies continued...]*

### **Restricted Areas**

In the interest of safety and security, certain portions of the Town of Stratham's facilities may be restricted to authorized personnel only. Such areas will be clearly marked.

### **Return of Town Property**

Any Town of Stratham property issued to an employee must be returned to the Town of Stratham at the time of their dismissal or resignation, or whenever it is requested by the supervisor or Department Head.

Employees are responsible to pay for any items lost or damaged as a result of their negligence. The Town of Stratham may use civil legal action to seek to recover the value of any property issued and not returned.

### **Safety Rules**

Safety is everybody's business. Each employee is responsible for learning to perform their jobs safely, for following all safety rules and procedures, and for stopping any unsafe acts that they observe. Safety is to be given primary importance in every aspect of planning and performing all Town of Stratham activities. Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety hazard. Supervisors or Department Heads may post safety procedures in Town departments or work areas. All employees are required to become familiar with the Town's "Safety Program & Policies" and more specifically the Safety Policies applicable to their department.

### **Security**

Maintaining the security of the Town of Stratham buildings and vehicles is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- \* Always keep cash properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.
- \* Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- \* When you leave the Town of Stratham's premises make sure that all entrances are properly locked and secured.

### **Seniority**

Many benefits, like the scheduling of vacations, may be determined by seniority. In addition, seniority may be one of the factors recognized when making promotions. Employees must complete a Probationary Period when they are hired. During this period, the employee carries no seniority rights. If an employee is retained after the Probationary Period, he or she will be credited with seniority. The seniority will reflect the employee's length of employment beginning on his or her date of hire.

### **Smoking**

The Town of Stratham promotes a smoke free working environment, which includes all Town buildings and vehicles. Smoking is only permitted during scheduled breaks and meal periods and in designated smoking areas outside at least one non-public door leading into every Town building. All employees are expected to abide by this policy. Please dispose of cigarette butts and ashes properly.

*[Other Policies continued...]*

### **Solicitations & Distributions**

Persons not employed by the Town of Stratham may not solicit for the sale of goods and/or services on Town premises at any time, for any reason without prior approval by the Board of Selectmen.

Employees may not solicit for any reason during working time and in working areas. Employees of the Town of Stratham are not permitted to distribute non-Town literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to break periods and meal times. Working areas do not include a lunchroom or the parking areas. Solicitation for sale of goods and/or services during authorized meal and break periods is permitted so long as it is not conducted in working areas and is only to co-workers.

### **Substance Abuse**

The Town of Stratham is committed to providing its employees with a safe workplace and an atmosphere which allows them to properly perform their job functions, and to protect equipment, inventory, and other assets placed in their care. Town of Stratham employees should not be subject to any safety threats or risks from fellow workers.

Therefore, you are expected to report to the workplace with no alcohol or other substances in your body that impair your ability to perform your normal job duties. The Town also will not tolerate employees using, processing, manufacturing, distributing, or making arrangements to distribute illegal drugs while on duty or on Town property, including vehicles used to perform Town business. Either on-the-job and off-the-job involvement with alcohol or other substances can have an impact on our workplace and on the Town of Stratham's ability to achieve its objectives of safety and security. The creation, possession, sale, or use of alcohol or illegal substances at the workplace, or coming to work under the influence of such substances shall be a violation of safe work practices and policies and the employee will be subject to disciplinary action, up to and including termination of employment. If your job requires you to possess a Commercial Driver's License, please refer to the Town policy governing Commercial Driver's Licenses for further restrictions.

The Town also prohibits any off duty conduct that results in impaired work performance, including, without limitation, absenteeism, tardiness, conduct affecting our vendors, residents, or conduct reflecting badly on the Town. DWIs (driving while impaired), and other unlawful acts or traffic-related violations, may also jeopardize continued employment. Any employee who is arrested for any violation of any criminal drug or alcohol statute shall notify their supervisor the next time they report to work and the Town Administrator within five (5) days of the date of the arrest.

Although the proper use of medication is not prohibited, the abuse or misuse of prescription medication is a violation of this policy. No employee may take another person's prescription medication. Any prescription medication brought onto Town property or taken aboard Town vehicles must be retained in its original container labeled with the names of the employee and the prescribing physician. Employees taking legally prescribed medications issued by a licensed health care professional must report such use to their immediate supervisor if the drug makes the employee unable to work, affects the employee's ability to operate a motor vehicle or Town equipment, or otherwise interferes with the employee's ability to perform



*[Other Policies continued...]*

their job. Employees may be required to present written evidence from a health care professional which describes the effects such medications may have on the employee's ability to perform his/her tasks. Some over-the-counter medications can also affect an employee's ability to safely perform their job, and employees should follow any warning listed on the label, which may include refraining from operating a motor vehicle or other equipment.

The Town reserves the right to request a substance screening as a condition of continued employment in those instances where there is a reasonable suspicion to believe that an on-duty employee is under the influence of alcohol or a controlled substance.

### **Suggestions**

We encourage all employees to bring forward their suggestions and good ideas about how our Town can be made a better place to work and our service to residents and visitors improved. When you see an opportunity for improvement, please talk it over with your immediate supervisor. He or she can help you bring your idea to the attention of those employees and officials of the Town who will be responsible for its possible implementation. All suggestions are valued and listened to. When a suggestion from an employee has particular merit, we provide for special recognition of the individual(s) who had the idea.

### **Theft**

Internal theft is a serious problem when it occurs. Although taking small items of the Town's property may seem inconsequential, the cumulative effect can be very large. Property theft of any type will not be tolerated by the Town of Stratham. We consider property theft to include any unauthorized use of Town services, facilities, vehicles, equipment, or any other asset of the Town; or the taking of any Town property for personal use. **The penalty for any incidence of unauthorized possession or removal of Town property is immediate dismissal.** In addition, you may be subject to prosecution. The following list of examples is not all-inclusive, but provides illustrations of several activities, which are unacceptable.

1. **Use of Town copy machines for personal use.** The office copiers are not provided as a free service to employees. Town of Stratham copiers are to be used exclusively for business purposes unless you receive written permission from your supervisor or Department Head and arrange to reimburse the Town. Failure to do so is a form of property theft.
2. **Taking of Town property.** No item purchased or supplied by the Town of Stratham should ever be removed from Town premises without the express authorization of your supervisor or Department Head. This rule applies to all Town property including raw materials, vehicles, equipment, tools, inventory, and even pens and paper. All employees may be subject to random searches as they leave Town facilities.

### **Traffic Violations**

If an employee is authorized to operate a Town vehicle in the course of their assigned work, they will be considered completely responsible for any traffic violations and resulting fines. If an employee operates their own vehicle in performing their job, they will be considered completely responsible for any traffic violations and resulting fines, and they will also be solely responsible in the event of any accident.

*[Other Policies continued...]*

### **Transfers**

Transfer from one position to another may be required or requested from time to time. Such transfers (up, down, or laterally) will be made with a possible adjustment in pay. Transfers for more than thirty (30) days will be considered permanent transfers.

### **Uniforms**

The Town of Stratham will provide uniforms to those employees who are required to wear uniforms while working. Upon termination of employment, the uniforms must be returned. If uniforms are not returned, the Town of Stratham may use a civil legal action to recover the cost of those items.

### **Use of Town Vehicles**

If you are authorized to use a Town of Stratham vehicle for Town business, you must adhere to the following rules:

1. You must possess a valid driver's license appropriate to the vehicle you are driving.
2. You must maintain weekly mileage reports.
3. You are responsible for following all the manufacturer's recommended maintenance schedules to maintain valid warranties, and for following the manufacturer's recommended oil change schedule.
4. You are responsible for paying any moving violation tickets. Also, please park appropriately - parking violations will not be paid by the Town of Stratham.
5. You must keep the vehicle clean at all times, and washed and vacuumed as often as necessary. You will be reimbursed for your reasonable expense of keeping the vehicle clean. Please retain receipt for reimbursement.
6. You must not allow persons not authorized or employed by the Town of Stratham to operate or ride in a Town vehicle.
7. Prior to operation of any Town vehicle, your supervisor will train you on the appropriate steps to take if you are involved in an accident - filling out the accident report, getting names of witnesses, etc.
8. You must wear your seat belt and ensure that any passengers also wear seat belts.
9. No personal use of Town vehicles is permitted without the written prior approval of the Board of Selectmen.

**Town of Stratham**  
List of Permissible Deductions from Employee Wages

The Town of Stratham is required by law to deduct from an employee's wages for state and federal payroll taxes and occasionally for other reasons. Other deductions from an employee's wages may be made as permitted by New Hampshire law. The Town may not deduct from an employee's wages for any other reason. If you have questions about deductions, you should speak with Town Administrator for more information.

The Town does not offer employees the option to authorize deductions from their wages for all of these reasons, and is not required to do so. In addition to the deductions required by state or federal law, following are the permissible deductions which may be made under New Hampshire law pursuant to a written authorization or request by the employee, and/or a written agreement between the employer and employee as may be required by law:

- 1) Union dues;
- 2) Health, welfare pension, and apprenticeship fund contributions;
- 3) Voluntary contributions to charities;
- 4) Housing and utilities;
- 5) Payments into savings funds held by someone other than the employer;
- 6) Voluntary rental fees for non-required clothing;
- 7) Voluntary cleaning of uniforms and non-required clothing;
- 8) The employee's use of a vehicle under RSA 261:111, III;
- 9) Medical, surgical, hospital and other group insurance benefits or for medical, surgical, or hospital care or service, without financial benefit or advantage to the employer;
- 10) Required clothing not covered by the definition of uniform;
- 11) Voluntary contributions into cafeteria plans or flexible benefit plans, or both, as authorized by section 125 or section 132 of the Internal Revenue Code;
- 12) Voluntary payments by the employee for child care fees by a licensed child care provider and/or parking fees;
- 13) Voluntary installment payments of legitimate loans made by the employer to the employee;
- 14) Voluntary payments for the recovery of accidental overpayment of wages if certain conditions are met;
- 15) Voluntary payments for the recovery of tuition for non-required educational costs paid by the employer for the employee to an educational institution;
- 16) Voluntary payments for the employee's use of a health or fitness facility that is sponsored by the employer for the benefit of its employees, if certain conditions are met;
- 17) Contributions to a political action committee;
- 18) If certain conditions are met, repayment by the employee for voluntary payments for paid leave made pursuant to a written employment policy, when the payments have been requested and paid to the employee in advance of eligibility; and

*[List of Permissible Deductions from Employee Wages continued...]*

- 19) For any purpose on which the employer and employee mutually agree that does not grant financial advantage to the employer, when the employee has given his or her written authorization and deductions are duly recorded. The withholding shall not be 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.

## ADDENDUM A TO EMPLOYEE MANUAL DATED DECEMBER 19, 2011

Transitional issues have been raised regarding the change from an annual accrual of vacation on January 1 of each year to a monthly accrual system with the adoption of the December 19, 2011 version of the Employee Manual. To address those concerns, the Board of Selectmen adopts the following Addendum A to the December 19, 2011 Employee Manual to be effective between January 1, 2012 to December 31, 2012, thereby suspending the implementation of the pertinent section of the Manual for one year. This will allow employees to plan their vacation time usage accordingly during 2012. The interim section shall read as follows:

### “SECTION III, SUBSECTION C. VACATIONS

#### 3. Amount of Vacation

Regular employees are eligible to accrue vacation during their Probationary Period. Regular employees accrue vacation time annually as of January 1, 2012 based on their years of service. The vacation accrual rate is based on your length of service, as follows:

Years of Service	Maximum Accrual Per Year (In Days)	Monthly Accrual Rate (In Hours)
Less than five (5)	10	6.66
Five (5) but less than ten (10)	15	10.00
More than ten but less than twenty (20)	20	13.33
More than twenty (20)	25	16.67

Anyone who begins employment during a calendar year will have that year's vacation time prorated on a monthly basis to the hire date, with credit given for full months of employment. An employee's accrual rate will change on the anniversary date of their hire at which time an employee's accrual rate will reflect the number of years of service to the Town and to any other public agency while employed in a similar position. The employee's annual accumulation of vacation time will be prorated based on their anniversary date and years of service in terms of full months of employment with the Town and other public agencies while employed in a similar position.

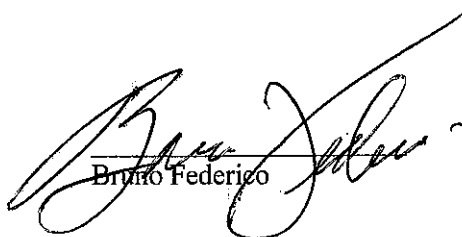
Anyone who leaves the employment of the Town prior to the end of a year will have that year's vacation time pro-rated on a monthly basis to the month of termination. Any remaining credit balance of hours will be paid to the employee.

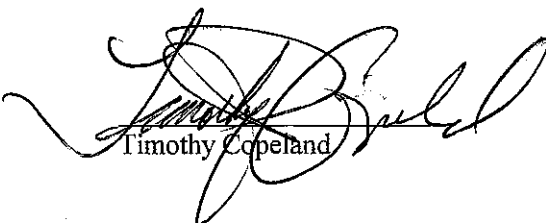
An employee, who wishes to use more vacation time than would have been available on a monthly basis at the time of request, must make such a request to the Board of Selectmen. That request must be in writing and be accompanied by a written authorization for the Town to deduct any amount of advanced vacation paid, but not yet earned at the time of termination of employment, from their final paycheck.”

This Addendum A is hereby adopted on January 9, 2012 by the Board of Selectmen and will expire at midnight on December 31, 2012 at which time the existing “Section III.C.3 Amount of Vacation” of the December 19, 2011 Employee Manual will become in full force and effect.

Stratham Board of Selectmen

  
David Canada

  
Bruno Federigo

  
Timothy Copeland

## **ADDENDUM B TO EMPLOYEE MANUAL DATED DECEMBER 19, 2011**

The Board of Selectmen heard a report on March 19, 2012 from a committee of employees tasked to evaluate and recommend how to restructure the Town's sick leave policies should the Town offer life, short-term, and long-term disability insurances. The Board of Selectmen adopts the following Addendum B to the December 19, 2011 Employee Manual to be effective on May 1, 2012 as a result. The newly adopted section shall read as follows:

### **"SECTION III, SUBSECTION D. SICK LEAVE**

#### **1. Availability and Rate of Accrual**

To qualify for sick leave you must be a regular employee. You are not eligible for sick leave if you are a temporary or on-call employee. Sick leave is paid at your normal rate of pay for up to eight (8) hours per day. Paid sick leave may only be used after completion of your Probationary Period. Time taken off before this will be without pay, and must comply with the notification provisions relating to absences as provided in this Manual. Sick leave accrues at the rate of three-fourths (3/4) day (a day being 8 hours equaling a rate of 6 hours per month) for each month of employment with the Town. Anyone whose hiring or anniversary date begins during the first through fifteenth of the month will be credited for that month's sick time as a full month of employment. Anyone whose hiring or anniversary date begins during the sixteenth through the end of the month shall start to accrue or change their sick time accrual rate on the first day of the following month.

#### **2. Uses of Sick Leave**

Unless otherwise provided by law, sick leave will be granted for (1) periods of temporary physical illness such as personal illness, bodily injury or disease; (2) exposure to contagious disease or quarantine; (3) visiting doctors, dentists or other practitioners in their offices; (4) visiting hospitals and medical laboratories for diagnostic testing; and/or (5) to provide care to a member of your immediate family whose illness, injury or disease requires your personal time and attention for no longer than one day except with the approval of your supervisor. For purposes of this subsection (5), immediate family shall mean spouse, child, step-child, parent, step-parent, or grandparent. If another person can attend to the needs of an ill family member, you are expected to fulfill your duties as an employee of the Town of Stratham. You must advise your supervisor as soon as possible that you will be absent from work for any of the above-listed reasons. You may use your sick leave in units of no less than two (2) hours at any one time.

#### **3. Proof of Illness**

A physician's "proof-of-illness" certificate certifying your illness or an illness of a family member may be required by the Town of Stratham prior to your return to work or within one week thereafter. A physician's "proof of illness" certificate is mandatory for all sick leave in excess of three (3) continuous working days. Failure to provide the necessary certificate upon request or when required shall subject the employee to disciplinary action, up to and including termination of employment.

#### **4. When NOT Available**

This sick leave policy does not apply if sick leave is needed as a result of self-inflicted injury, illegal substance abuse, or alcohol abuse, or illness or injury incurred while committing a felony. This sick leave policy shall not apply to any lost time paid by workers' compensation.

## **5. Special Rules of Use and Accrual**

If you are on an approved unpaid leave of absence for less than thirty (30) calendar days, your sick leave accrual will not be affected; should the leave extend beyond thirty (30) calendar days, sick leave time will not continue to accrue during the leave. If on a paid leave of absence, sick time will continue to accrue during the period of paid leave, regardless of the duration of the paid leave.

## **6. Accrual, Reimbursement, and the Sick Leave "Bank"**

You may carry over sick leave from year to year, but you may not accumulate more than a maximum of 28 days (equaling 224 hours) of sick leave. At any time an employee's total accumulated sick leave exceeds 224 hours, the monthly accrual of sick leave is suspended until the balance decreases below 224 hours. Regular employees whose accumulated sick leave balance on May 1, 2012 exceeds 224 hours will be considered "grandfathered" and allowed to retain that balance until December 31, 2012. At that time if a "grandfathered" employee has accumulated more than forty-five (45) days (equaling 360 hours) of total unused sick leave as of December 31, 2012, the "grandfathered" employee will be paid for one-half (1/2) of the accumulated unused sick leave in excess of 45 days at your regular rate of pay. Subsequently, "grandfathered" employee's accrual of sick leave will continue to be suspended until their balance decreases to below 224 hours. Upon death, or state retirement, you will receive payment for any accumulated but unused sick leave at your normal rate of pay.

## **7. Regular Part-Time Employees**

Regular part-time employees are eligible to accrue sick leave in the same manner as full-time employees; however, the accrual rate shall be on a pro-rata basis in the same percentage as the part-time employee's regular workweek relates to a full forty (40) hour workweek."

*In addition to the subsections amended above, the following subsection is amended to implement the recommendations of the employee committee in order to offer the insurances noted by adding:*

### **"SECTION III, SUBSECTION H INSURANCE**

#### **3. Life and AD&D, Short-Term Disability, and Long-Term Disability Insurances**

The Town of Stratham provides as its base plan the following supplemental insurances according to the individual policy terms:

- a) Group Life and Accidental Death and Dismemberment (AD & D) Insurance with a benefit amount of \$50,000.
- b) Group Short-term Disability Insurance with a 7 day elimination period
- c) Group Long-term Disability Insurance with a 90 day elimination period

Group Life and AD & D, Short-term Disability, and Long-term Disability Insurances will continue as specified under "Military Leave of Absence" in the "Benefits" section of this Manual. The employee contributions, if any, towards these benefits shall continue as a deduction from the employee's pay as would ordinarily occur while the employee receives compensation from the Town while on active military duty. Should the employee's pay from the Town not be sufficient to cover the required contributions for these benefits, the employee must contribute directly the remaining balance on a monthly basis to the Town in order for the insurances to continue.

Your insurance will terminate when the insurance policy terminates, when you fail to make an agreed contribution to premium when due, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as a regular full-time employee eligible for the insurance, or in the case of another qualifying event as defined by COBRA. The Town of Stratham may, by continuing to pay the premium, keep your insurance in effect for a brief period if you cease to be an eligible employee for any reason other than resignation, dismissal, or failure to meet the terms of eligibility of our group insurance program. Any decision to maintain your insurance in effect shall be solely at the discretion of the Board of Selectmen."

*This Addendum B is hereby adopted on June 11, 2012 by the Board of Selectmen and replaces the existing "Section III.D.3 Sick Leave" and adds to Section III.H a "Subsection 3" of the December 19, 2011 Employee Manual.*

**Stratham Board of Selectmen**

  
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David Canada

  
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Bruno Federico

  
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Timothy Copeland





<b>TOWN OF STRATHAM</b> <b>ADDENDUM C to EMPLOYEE MANUAL</b>	
<b>TOWN EMPLOYEE EMERGENCY RESPONSE GUIDELINES</b>	
Effective: August 6, 2012	Authority: Board of Selectmen

## 1. PURPOSE

To provide administrative guidelines for response to emergency calls within the Town limits by Town paid employees.

## 2. INTENT

Responses to Medical and Fire Emergencies as described under Item #4 below are pre-approved for immediate, automatic response to provide definitive emergency care to patients, or timely corrective actions to a fire condition within the Town of Stratham by Town paid employees who are certified members of the Stratham Volunteer Fire Department.

## 3. EXEMPTION:

Town paid employees whose duties are deemed by a supervisor as mission critical for a specific day or period are exempt from responding under this policy while performing those duties. Town paid employees are not expected to respond to calls when the supervisor has identified this departmental mission critical period prior to the start of such duties. Town paid employees are also not to respond if in their personal judgment, training and/or experience, responding would jeopardize the safety of the task at hand regardless if a supervisor has or has not stated a mission critical duty is to be performed.

## 4. POLICY

### 4.1. Response to Medical Emergencies

#### 4.1.1. Immediate Response by one (1) First Responder if available:

- Airway obstruction
- Bleeding (uncontrolled)
- Cardiac arrest
- Diabetic coma/shock

4.1.2. Immediate Response by one (1) First Responder and one (1) Firefighter if available:

- Any call involving a child (residential, school, daycare, bus accident, etc.)
- Motor vehicle accident
- Water rescue

4.1.3. Delayed Response by one (1) First Responder if available:

- Ambulance needs second responder to qualify the ambulance-transporting license and no other members are available

4.2. Response to Fire Emergencies

4.2.1. Delayed response by one (1) Firefighter if available upon the issuance of a re-tone or second call for personnel due to a lack of response to the initial tone:

- Fire alarm activation

4.2.2. Immediate Response by two (2) Firefighters if available:

- Brush fire
- Vehicle fire


4.2.3. Immediate Response by three (3) Firefighters if available:

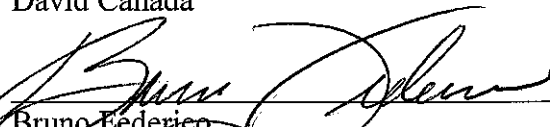
- Building fire (reported or confirmed)

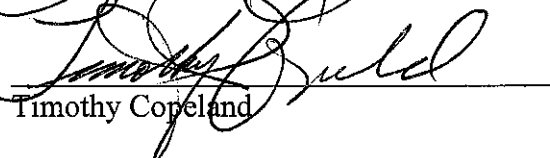
The above guidelines are written to describe the allowable immediate response to Town emergencies by Town paid employees. Additional assistance beyond the minimums described above need supervisory approval before leaving normal work duties.

The ability to have assistance from Town paid employees is a positive benefit for both the Volunteer Fire Department and the citizens of Stratham. Since these employees are expected to perform their normal job functions, every effort shall be made to relieve Town paid personnel as soon as possible so they may return to work.

**Board of Selectmen**

  
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David Canada

  
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Bruno Federico

  
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Timothy Copeland