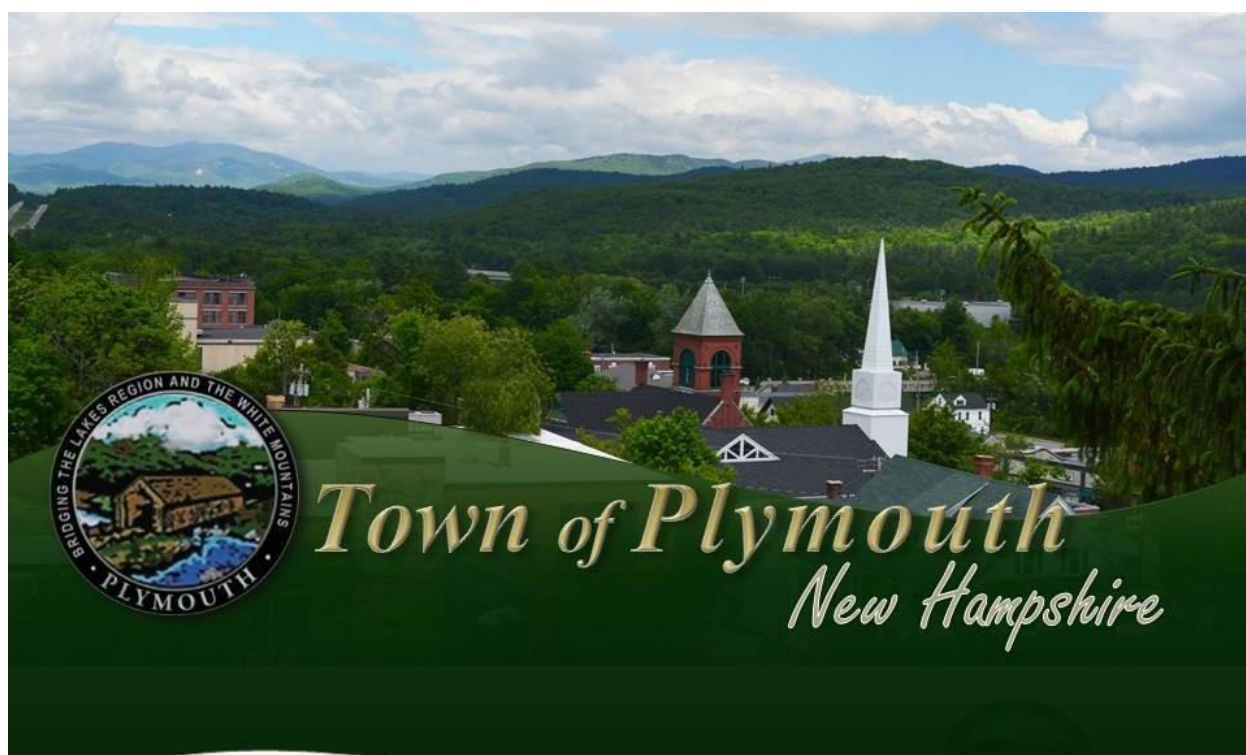


**PERSONNEL MANUAL
FOR THE
TOWN OF PLYMOUTH**



**Approved by the
Select Board
Effective: June 13, 2022**

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

INTRODUCTION

LETTER FROM THE SELECT BOARD

To All Employees:

Welcome to the Town of Plymouth. We welcome you and wish you every success here. This Personnel Manual generally describes the policies and practices that the Town of Plymouth follows and the benefits that currently are provided or made available to Employees. We hope that you find this information helpful regarding our policies and procedures. This Personnel Manual is available to guide and assist you in performing to the best of your abilities and developing and realizing your potential as one of the Town's valued Employees.

This manual should not be construed as, and does not constitute, a contract guaranteeing employment for any specified duration. Rather, it is only intended to be a general outline of our policies. In order to retain flexibility in the administration of policies and procedures, the Town reserves the right to add, change, revise or eliminate any of the policies and/or benefits described in this manual. All employment-related policies, whether written or oral, that existed prior to the issuance of the Personnel Manual are null and void.

Unionized Employees who are subject to a Collective Bargaining Agreement may have rights and benefits different from those listed in this Manual. Where a conflict exists between the Collective Bargaining Agreement and this Manual, the Collective Bargaining Agreement will prevail for those Employees subject to the Collective Bargaining Agreement. Neither the contents of this Manual nor any verbal statements by any officer, official or Employee of the Town should be considered as an assurance of continued employment. **To the extent permitted by law and subject to any governing Collective Bargaining Agreement, employment with the Town of Plymouth is on an at-will basis. This means that employment at the Town is for no set period of time and can be ended by either the Employee or the Town, at any time and for any reason or no reason and with or without notice, so long as there is no violation of applicable federal or state law.** All terms and conditions of employment, including but not limited to benefits, compensation, work place procedures, are set at the discretion of the Town and are subject to change at the Town's discretion upon notice to Employees. Any agreements or contracts concerning employment terms must be in writing, signed by the Select Board and no verbal understanding or representations as to employment terms shall be binding on the Town. If any term of this notice appears to be in conflict with a valid contract, the terms of the contract shall be controlling. If any term of this notice appears to conflict with any statement in this manual, this notice shall be controlling.

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PERSONNEL POLICY

SECTION A – GENERAL INFORMATION

1. General Provisions

The purpose of this policy is to establish procedures to ensure, insofar as possible, uniform treatment and administration of personnel employed by the Town of Plymouth, and to inform Employees of the Town of the working conditions regarding their employment. The Town shall furnish each Employee with a copy of the Personnel Manual. Changes to the Personnel Policy are to be incorporated into the manual and distributed to all personnel within 30 days of adoption. The policy will guide administrative actions relating to personnel under the administrative jurisdiction of the Select Board.

The policies and procedures for personnel administration in the Town of Plymouth set forth herein have, as their purpose, to promote the efficiency and economy of Town government; to promote the morale and well-being of Town Employees; to promote an equal employment opportunity for all candidates for employment by the Town and for all its Employees; and to promote the public health, public safety and general welfare of the Town. **To the extent permitted by law and subject to any governing Collective Bargaining Agreement, employment at the Town is on an at-will basis. This means that employment at the Town is for no set period of time and can be ended by either the Employee or the Town, at any time and for any reason or no reason and with or without notice, so long as there is no violation of applicable federal or state law.**

The Town of Plymouth's information and records relating to the Town's business, operations, plans, projects, strategies, Employees, or citizens may be confidential. Therefore, Employees must treat all matters accordingly. No information, including, without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Town of Plymouth) may be removed from the premises without permission from individual department managers or the Town Manager.

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

Please also be aware that the Town reserves the right to change, revise, or eliminate any of the policies, procedures, or benefits described in this Manual at any time, in its sole discretion. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy of this Manual and any changes will also be placed on our bulletin boards and within Town Departments. Only the Select Board may alter the terms described in the Personnel Manual for Employees under the Board's administrative jurisdiction.

Pease Public Library Employees are governed under RSA 202-A and are not subject to these policies without the approval of the Town's Library Trustees. Therefore, the rights of the Trustees are preserved under these policies. Under the provisions of this RSA, an Employee of Pease Public Library may request a public hearing in the case of a discharge or removal from office for malfeasance, misfeasance, or inefficiency in office or incapacity or unfitness to perform the Employee's duties.

1.1. Administrative Responsibility

The Town Manager shall have the overall responsibility for the administration of the Personnel Policy. Department Heads ensure day-to-day compliance. Upon review and approval by the Select Board, The Town Manager and the Department Heads shall be granted authority by the Select Board to recruit, employ, promote, discipline and discharge Employees. The Select Board is the appointing authority for all positions except those under the Board of Library Trustees. The Town Manager shall make periodic reports to the Select Board concerning the administration of the Personnel Policy.

The Town Manager is expected to effectively supervise respective Department Heads; to report upon their efficiency and performance and to notify the Select Board of proposed changes in duties of Department Heads.

Department Heads are expected to effectively supervise respective Employees; to report upon the efficiency and performance of subordinates and to notify the Town Manager of proposed changes in duties of Employees in order that the classification plan is maintained.

Employees are responsible to acquaint themselves thoroughly with the material in these personnel policies and any subsequent revisions. Employees are also encouraged to submit suggestions for changes in personnel policies and procedures for improvement of Town personnel administration.

If any provision of this policy or the application thereof to any person or circumstance is determined to be invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this policy.

1.2 No Right to Employ

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

1.3 Equal Employment Opportunity Policy

It is the policy of the Town to select, develop and promote Employees based on individual ability and job performance. It has been, and shall continue to be, the policy of the Town to provide equal employment opportunity to all people in all aspects of employer-Employee relations without discrimination because of age, sex, race, color, marital status, familial status, physical or mental disability, religion, national origin, sexual orientation, gender identity or expression, pregnancy, childbirth or related medical condition, genetic status, veteran status, or any other legally protected status. This policy applies to decisions including, but not limited to, an employee's compensation, job assignment, discipline, termination, and access to benefits and training. It is further the policy of the Town to comply with the letter and spirit of applicable local, state and federal statutes concerning equal employment opportunity.

1.4 Disabilities/Accommodations

In accordance with the Americans with Disabilities Act of 1990 ("ADA"), as amended, and RSA 354-A the Town is committed to providing equal employment opportunities to qualified individuals with disabilities as required by State and Federal law, which includes providing reasonable accommodation to qualified applicants to allow them to apply for a job vacancy, and to qualified Employees to allow them to perform essential job duties. In general, it is the Employee's responsibility to notify the Town of the need for an accommodation of any physical or mental disability which substantially limits a major life activity. When appropriate, the Town may need the Employee's permission to obtain additional information from a physician or other medical or rehabilitation professionals to document the Employee's disability and to assist us in assessing any functional limitations for which a reasonable accommodation may be needed. All medical information will be treated as confidential in accordance with applicable laws.

The Town will take all requests for accommodations seriously and will promptly determine whether the Employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the Employee to perform the essential functions of the job.

The Town may decline to provide accommodations to individuals who are not qualified individuals within the meaning of the law, and may also decline to provide accommodations that are not reasonable or that cause an undue hardship on the Town or other Employees.

1.5 Employment Verification and References

Generally, all inquiries regarding a present or past Employee are to be referred to the Town Manager or Finance Director. Inquiries may be referred to Department Heads as needed.

Only factual information concerning an Employee will be released. This information may be confined to confirming that the individual was employed with the Town, the dates of employment, the position held, and the job description.

Normally, any caller will be told that a request for information about an Employee must be in writing on the company's letterhead, addressed to the Town Manager or Finance Director, and accompanied by a signed consent from the Employee, to release the information along with a prepaid, addressed envelope.

1.6 Personnel Records

The Town Manager or designated representative shall be responsible for the maintenance of personnel and medical files for each Employee.

Personnel file contents may include but are not limited to the original application for employment, history of employment actions, current position classification and salary, (See Section B3 Compensation), attendance and leave records, commendations, record of disciplinary actions, training records and any other records pertinent to the Employee's service, except medical information.

Medical information may include but is not limited to records that have to do with health, health benefits, Employee health-related leave, and benefits selections and coverage for the Employee. Such records shall be treated as confidential, to the extent required by applicable law, and stored separately and apart from other business records and will not be stored in the Employee's personnel file.

Personnel records shall be maintained on a current basis for each Employee and shall not be disposed of within the lifetime of the Employee. The Town will take reasonable steps to keep personnel records confidential, to the extent required by law. Access is permitted to a quorum of the members of the current Select Board, the Town Manager (or designee), the Department Head, and supervisor. Employees shall be entitled to access to their personnel file as permitted by RSA 275:56. Department Heads may keep duplicate records in respective offices, but the official records are deemed to be in the custody of the Town Manager. Duplicates of all items kept in department records must be submitted to the Town Manager for inclusion in the official file.

Notification of changes in address, name, telephone number, marital status, dependents, etc., shall be initiated by the Employee after completion of a new IRS form W-4 (Employee Withholding Allowance Certificate) and submitted to the Department Head as soon as possible who will then forward the information to the Selectmen's Office. Department Heads will advise subordinates to report such changes as well as any additional training or education to assure proper maintenance of personnel and medical files.

1.7 Licenses and Certifications

Certain positions require the possession and maintenance of licenses and certifications including, but not limited to, motor vehicle operator's licenses and professional licensure. When attainment and/or maintenance of a particular license is required, it shall be so specified in the job description. Attainment within a specified time frame will be considered a condition of employment and/or continued employment.

The Fire Department requires that all apparatus operators obtain and maintain a Commercial Driver's License. The exception is when operators are in training and driving with an instructor who holds a CDL.

All positions requiring Commercial licenses, other than emergency vehicle operators, must comply with applicable laws, including the Federal Motor Carrier Safety Regulations. The Federal Motor Carrier Safety Regulation handbook is available at the Highway Department.

2. Recruitment, Selection and Appointment of Employees

2.1 Recruitment

When a position vacancy occurs, the Department Head shall notify the Town Manager, advising of the date of the vacancy, position, and other pertinent facts.

When a Department Head wishes to establish a new position, he or she shall notify the Town Manager, in writing, indicating the position title, suggested pay grade, job description (if no such position exists) and the reason for the request. Any new position will only be created upon approval of the Select Board.

At the discretion of the Town Manager, promotion or transfer will fill some positions. Others will be advertised in at least one issue of a local newspaper. Positions will be posted internally and Employees may apply for any position for which they may be qualified. Applications will be received for at least one week after the date of the advertisement.

2.2 Application

Application for employment with the Town must be filed on the forms prescribed by the Town Manager. Such forms will be available and may require whatever information is deemed necessary, to the extent permitted by law. All applications must be signed by the applicant.

Department Heads will review applications, conduct interviews of selected candidates and make recommendations for appointment. In certain cases, it may be appropriate for the Select Board, the Town Manager and/or a committee, to participate in the selection process. Depending on the job requirements, and after a conditional offer of employment has been made, candidates may be required to agree to a background investigation, physical examination, drug and alcohol

testing and other tests as outlined by the job description qualifications at the Town's expense. Failure to agree to these assessments will make any offer of employment null and void.

2.3 Appointment

Full time employment vacancies shall be filled by the Town Manager, upon recommendation by the Department Head, as deemed appropriate by the Select Board.

Part time employment vacancies shall be filled by the Town Manager upon recommendation by the Department Head, upon approval and appointment by the Select Board, as applicable.

The rate of compensation at the time of appointment will be at the minimum rate for the respective position unless the candidate is highly qualified for the position to be filled. The Town Manager may, at their discretion, employ the applicant at a pay rate above the minimum rate.

Any person rehired by the Town will be granted benefits as if he or she is a new Employee. No benefits will be carried forward from previous employment with the Town.

2.4 Initial Evaluation Period

The initial evaluation period or working test period shall be regarded as an integral part of the examination process. It shall be utilized by supervisors and Department Heads for closely observing the new or promoted Employee's work and conduct; for securing the most effective adjustment of a new Employee to the position; and for rejecting any Employee whose performance does not successfully fulfill the essential functions of the position.

All new regular Employees or Employees transferred to another Town department or promoted within the same department shall be subject to six (6) month initial evaluation period unless stated differently in an employment agreement, during which time the Employee may be separated without prejudice, except for the Plymouth Police (Dispatchers included) and Fire Departments which shall have a twelve (12) month initial evaluation period as stated in the union contract. Employees covered under the Collective Bargaining Agreement who are promoted within the unit will be governed by that agreement with respect to the initial evaluation period. An Employee working during the initial evaluation period may not appeal such action. Either the Town or the Employee may end the employment relationship at any time during or after the initial evaluation period, with or without cause. In cases where cause or just cause is required by contract or statute, the initial evaluation period will act as a trial period where cause is not required to terminate the employment relationship.

2.4.1 Initial Evaluation Period Expiration

At least 10 days prior to completion of the initial evaluation period, the Department Head will notify the Town Manager who shall notify the Select Board, that:

1. The Employee's performance was satisfactory and that the individual is to be retained as a regular Employee in his or her position; or,
2. The Employee's performance or conduct was unsatisfactory and that removal is recommended as of a specified date. The Department Head will furnish reasons for the recommended removal and may terminate the Employee upon the approval of the Select Board.

Thereafter, Employees will receive a minimum of an annual evaluation which may be a factor in determining compensation increases. The Town Manager may extend the initial evaluation period up to one year if it is deemed necessary.

SECTION B - COMPENSATION

3. Compensation

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

Regular Full-Time Employees: Individuals who are regularly scheduled to work 40 or more hours per week. For purposes of health insurance benefits, Full-Time Employee shall be defined in accordance with applicable law.

Regular Part-Time Employees (non-benefited): Individuals who are regularly scheduled to work 29 hours or less per week. (Entitled to vacation and holiday pay on a prorated basis only)

Regular Part-Time Employees (benefited): Individuals who are regularly scheduled to work 30 – 39 hours per week. (Entitled to prorated vacation, holiday, and health insurance).

Seasonal Employee - An Employee who works only part of the year for a forty (40) hour workweek or less.

Temporary Employees (non-benefited): Individuals who are hired for specific periods of time or for the completion of a specific project are classified as Temporary Employees regardless of how many hours of work they perform each week. Temporary Employees are not eligible for benefits described in this Manual except to the extent required by state or federal law.

On-Call Employee – A non-regularly scheduled Employee who is called on an as needed basis to typically respond to emergencies or as otherwise needed by particular departments, specifically Fire and Police.

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

Upon hiring, Employees are told whether they are classified as exempt or non-exempt from the overtime provisions of the FLSA. If you have questions about

whether you are classified as exempt or non-exempt under the FLSA, please contact your supervisor.

3.1 Classification Plan

The classification plan provides an inventory of positions in the Town service and a position description for each class of employment. The classification plan assigns each position to a specific pay grade.

3.2 Use of the Job Description

Job descriptions are to be interpreted in their entirety and in relation to others in the classification plan. Job descriptions are deemed to be descriptive and explanatory of the kind of work performed and not necessarily inclusive of all duties performed. Job descriptions are subject to change upon approval of the Select Board.

3.3 Use of Position Titles

The position titles set forth in the Classification Plan shall be the official titles designating positions and shall be used as such in all office records, vouchers, payroll and communications concerning personnel. There shall be no appointment to any regular, full-time position in the Town, which has not been approved by the Select Board as appropriate to the duties performed.

3.4 Pay Plan

The Select Board shall adopt a uniform and equitable pay plan for the non-union Employees that shall consist of a minimum and maximum rate of pay for each class or position and any other ranges of pay as it deems necessary or equitable. Salary and hourly wage ranges shall be paid on the basis of the Classification Plan and will be determined with due regard to the job responsibilities, job performance, prior experience and training, length of service, benefits received by Employees and other economic considerations deemed appropriate.

The Select Board shall adopt the Pay Schedule. Upon adoption by the Select Board, the minimum and maximum rates for a given position will be adhered to in hiring and in the administration of pay increases, unless and until the Pay Schedule is amended.

The Select Board upon the suggestion by the Town Manager may make amendments to the Pay Schedule when changes in responsibility or work performed by the position, rates of pay, the Town's financial position, or other information warrant such action.

3.5 Appointment Rates

The minimum rate of pay for a position shall be the norm upon appointment. For Employees covered under a Collective Bargaining Agreement, appointment rates

will be in accordance with contract language. Appointment rates above the norm may be paid with the approval of the Select Board. Justification for approval will be recognition of exceptional qualifications or experience of the appointee. Lack of a qualified field of candidates may also justify the appointment rate. The Department Head will make recommendations for appointment rates above the norm at the time of appointment in writing.

3.6 Salary Increases and Performance Reviews

Salary adjustments within established ranges shall not be automatic, but shall be based upon performance as recommended by the Department Head or by the Town Manager for Department Heads. Wages for union personnel will be negotiated. Adjustments in pay rates will be effective, if approved, at the beginning of a new budget, unless otherwise authorized by the Select Board. Performance reviews may be conducted by the Town Manager and Department Heads and reviewed with each Employee annually. Copies of written evaluations shall be put in Employee's personnel file and a copy should also be provided to each Employee. Department Heads will submit copies of the performance review to the Town Manager at a date established by the Town Manager, with a cover letter indicating recommendations for pay increases for each Employee.

3.7 Transfers, Demotions or Adjustments

It may be necessary at times for Employees to be transferred, demoted or for an adjustment to be made throughout the Town Departments due to staffing needs, most effective use of personnel, or inability to handle position responsibilities or for disciplinary reasons. Employees will be trained for any new responsibilities a new position will require.

3.8 Exempt Employees

Exempt Employees are paid on a salary basis and meet the other requirements necessary to be considered exempt from the overtime requirements of the Fair Labor Standards Act (FLSA). As set forth under the Fair Labor and Standards Act ("FLSA"), an exempt Employee must be compensated on a salary basis. An Employee is considered compensated on a salary basis if, as a matter of policy or practice, he or she regularly receives weekly or annually, a predetermined or fixed amount of money constituting his or her compensation, which amount is not subject to increase or reduction because of variations in the quality or quantity of the work performed and regardless of the hours or days worked, except that the amount of salary when compared to the hours of the work week must conform to the requirements of the Minimum Wage Law, RSA 279, as amended. Exempt Employees are not eligible to receive overtime pay.

3.9 Non-Exempt Employees Salary or Hourly Positions

Non-exempt Employees do not meet the requirements necessary to be considered exempt from the overtime provisions of the FLSA. Such Employees are paid at an hourly or salary rate for time actually worked, and for any authorized Employee

holidays or any earned leave with pay granted by the Select Board. These positions are subject to increase or reduction because of the variation in quality or quantity of the work performed and will be paid overtime for any hours worked over 40 hours or as otherwise permitted by law.

3.10 Overtime

Personnel shortages, peak workloads and other emergency situations may make it necessary for an Employee to work beyond the regularly scheduled work week. In computing hours worked for the purposes of overtime, hours of actual work shall be utilized. In computing hours worked for the purposes of overtime payment, sick, holiday, personal and vacation leave shall count toward actual hours worked. Employees not covered by a Collective Bargaining Agreement, nor designated as exempt under the provisions of the Fair Labor Standards Act (FLSA), shall be compensated for all hours worked in excess of 40 hours in any 1 workweek at the rate of time and one half of the Employee's regular rate of pay.

Overtime will be distributed and rotated as evenly as possible among the Employees qualified to perform the particular job to be accomplished during overtime-at the discretion of the Department Head.

3.11 Hours of Work

Fire, Police and Dispatch Employees work weeks and numbers of hours of work are outlined in the Collective Bargaining Agreement. For other Employees, the normal workday shall be 8 hours. Actual starting, quitting, meal and break times may vary from department to department and are established by the respective Department Head with the approval of the Town Manager. Employees who are paid during meal and break times may be interrupted to respond as required by the respective job.

The workweek shall be either 4 or 5 days, out of 7 continuous days, 40 hours per week. The hours and days of work are subject to change depending on the circumstances of each department. The Town Manager has the authority to reduce hours of any position or Employee within any of the departments within its administrative control.

3.12 Deductions from Salaries of Overtime Exempt Employees

The Town complies with all federal and state laws with regard to deductions from paychecks, including deductions from the salaries of exempt Employees. In accordance with the laws, salaried exempt Employees receive a predetermined salary which is not subject to reduction because of variations in the quality or quantity of work performed and is not subject to reduction for absences requested by the Town or due to the operating requirements of the Town.

The Town recognizes that under federal and state law there are only limited times when a salaried Employee's salary can be subject to deductions.

The following deductions are permissible under the law:

- For absences from work for a full day or more (in daily increments) for personal reasons, other than sickness or disability;
- For absences of a full day or more (in daily increments) occasioned by sickness or disability in accordance with the Town policy which provides wage replacement benefits in the event of sickness or disability;
- For penalties imposed in good faith for infractions of “safety rules of major significance”;
- Salary may be prorated to a daily basis when a salaried Employee is hired after the beginning of a pay period, or terminates of his own accord before the end of a pay period [Note, effective January 1, 2005 this shall include terminations for cause];
- For hours taken as unpaid leave under the FMLA;
- For unpaid disciplinary suspensions of one or more full days imposed for infractions of workplace conduct rules

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

believes an improper deduction from salary has occurred may report it in writing with an explanation to their Department Head or Town Manager. The Town will promptly investigate the claim. Should the Town determine an improper deduction has occurred, it shall immediately arrange for proper payments to affected Employees.

SECTION C - BENEFITS

4. Leave

The following are formally established leaves of absence: Holiday, Vacation, Sick Leave, Family Medical Leave (FMLA), USERRA/Military Leave, Disability & Pregnancy Related Leave, Workers' Compensation Leave (as a result of injury on the job), Personal Leave, Bereavement Leave, and Jury Duty. All leave shall be noted on payroll time sheets.

5. Holidays

All regular full-time Employees except seasonal, on-call, and temporary, shall receive their regular eight hours of compensation for the following holidays or any other day proclaimed by the Select Board as a day of Holiday observance:

New Year's Day, Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving and Christmas.

All regular part-time Employees working 20 or more hours per week will be entitled to a pro-rated amount of holiday pay depending upon the number of regular hours worked. (i.e., Employee working 20 hours per week will be entitled to ½ day pay as holiday pay).

If an Employee is required to work on these days, he or she shall also receive his or her regular hourly rate for time worked, except as specified in the Collective Bargaining Agreement. If any of the above holidays fall on a Sunday, the following Monday shall be observed. If any of the above holidays fall on a Saturday, the Friday prior to the holiday shall be observed.

Any Employee shall forfeit their right to payment for any holiday if they have an unexcused absence which includes an unplanned sick day on the last regular day of work preceding the holiday or on the next regular work day following the holiday. A sick day scheduled in an advance with the Department Head for reasons allowed under the sick leave policy will be considered an excused absence.

6. Vacations

All regular full-time Employees will earn vacation time as follows:

Vacations shall be figured on continuous employment as certified by payroll records and shall be figured from the date of last employment and on the basis of continuous and uninterrupted service. Any break other than authorized leaves of absence shall mean that if and when an Employee is rehired, that the rehire date shall be considered in computing any and all benefits.

Vacation leave shall be taken with the approval of the respective Department Head involved or the Town Manager. The Department Head shall ensure that the

remaining work force will be adequate to carry out the expected workload. In cases where multiple requests are made for a particular time making it necessary to deny requests, Employees with the earliest request shall be given preference in accordance with respective department policy.

The Town Manager shall approve requests in advance for Department Head vacation leave. In addition, Department Heads shall notify the Town Manager of all unplanned leave for a full work day or more as early as possible. The Department Head will approve, but notify the Town Manager in advance of vacation leave plans for other salaried personnel. This paragraph applies to planned vacations. It is recognized that vacation leave may also be used for unplanned instances; the intent is for timely notification inasmuch as possible. ("In advance" shall be defined to mean at least a week.)

Notification to the respective Department Head and/or the Town Manager is required for all leave regardless of circumstances or type of leave. Furthermore, whether the circumstances are planned or unplanned an Employee who does not call or otherwise notify their supervisor that they will not be at work for their shift is considered a "No call/No show" and is subject to disciplinary action up to and including termination.

An eligible Employee who resigns with proper notice, is discharged or retires will promptly receive the unused vacation allowance to which he or she may be entitled. In the event of the death of an Employee, vacation pay will be paid appropriately to beneficiary(ies).

The Finance Department, working from records submitted by the Department Heads, shall keep a continuous record of time accumulated and leave used by Town Employees. Records may be examined at any time by any and all of the Select Board.

In the event an Employee shall transfer from one department to another department within the Town of Plymouth, such an event does not constitute a break in service.

The annual rate of vacation leave earned shall be as follows:

Months of Service*	Accrual Rate	Leave Accrual**
0-12 Months	2.67 Hours/Month	32 Hours
13-48 Months	8 Hours/Month	96 Hours
49-120 Months	11.33 Hours/Month	136 Hours
121-180 Months	14.67 Hours/Month	176 Hours
181-240+ Months	18 Hours/Month	216 Hours

Employees may not use any vacation time during his/her first 3 months of employment without authorization from the Department Head.

*From Date of Hire

**Fire fighters leave accrual under the above shall be converted as follows:

0-12 Months	48 Hours	4 Hours/Month
13-48 Months	96 Hours	8 Hours/Month
49-120 Months	144 Hours	12 Hours/Month
121-180 Months	192 Hours	16 Hours/Month
181+ Months	240 Hours	20 Hours/Month

With the prior approval of the Department Head, Employee may carry a maximum of 5 vacation days (42 hours for fire) forward into the next calendar year. Non-salaried Employees may request to be paid for a maximum of 3 vacation days of the 5 days (25.2 hours of the 42 hours for fire) carried forward. Vacations will be computed based upon date of hire (DOH). Prior to completion of 2 years continuous service, an Employee may carry over a maximum of 8 days.

Employees shall not receive compensation for any other annual leave not taken during a given year (Jan. 1- Dec. 31), except in circumstances of termination of employment.

In each calendar year, an Employee may borrow up to that year's allotment of vacation days in advance of accrual, provided that the Employee signs a pay deduction authorization form which authorizes the Town to deduct used but unearned vacation days from the Employees last pay check if the Employee terminates employment before the borrowed days are earned.

7. Sick Leave

Regular, full-time Employees shall be privileged to earn sick leave, with pay, to be used for work time absent due to illness, subject to the following provisions:

Paid sick time shall be granted for the following reasons:

- Personal illness
- Medical or dental appointments
- Non-compensable bodily injury or disease
- Exposure to contagious diseases which may endanger the health of other persons requiring quarantine as directed by a medical doctor.
- Care of immediate family members whose illness or condition requires the Employee at home for no longer than one day except that with prior approval of the Department Head, an extension may be granted for extreme circumstances.

An Employee shall notify or cause notification to the Department Head immediately indicating the length of time the Employee expects to be incapacitated and the nature of the illness. Failure to do so may cause denial of pay for the period of absence.

Employees shall be allowed to accumulate sick leave as follows:

- Sick leave may be earned at the rate of 8 hours per month of continuous employment and may be accumulated to a maximum of 720 hours.

Employees may be required to furnish a certificate from an attending physician for all consecutive days of sickness absence in excess of 32 working hours, 48 hours in the Fire Department, to the Department Head. Employees may also be required to furnish a certificate from an attending physician certifying his or her ability to return and perform the duties of their employment. Department Heads may request a certificate when they suspect abuse of sick leave based on specific facts.

An Employee who terminates employment with the Town immediately loses all accumulated sick leave and shall not collect any compensation for accumulated sick leave. Any person rehired by the Town will accumulate sick leave, as does a new Employee. An Employee, who transfers to another department, with no break in service, shall have accumulated sick leave transferred to his or her credit.

An Employee who is working under the initial evaluation period and who achieves regular status shall have sick leave computed retroactively to the date of hire. Sick leave may not be used during the initial evaluation period.

When an Employee has occasion to use sick leave, the Town will pay the difference between the Town's Disability Coverage (as listed in Section 15.2) amount and regular pay, not to include overtime pay. In order that the Employee's income will not be interrupted by delayed receipt of Disability Coverage, the Town will continue his or her weekly pay, computed as if the Employee was working 8 hours, or the regular number of daily work hours, not including overtime. This provision only applies if the Employee has earned leave time available. The Employee will be allowed to use sick leave until the Disability Coverage payments commence and to complement the Disability Coverage thereafter. Each case may have a different circumstance, which will be resolved by the Department Head, Town Manager and Finance Director.

Town Employees receiving a combination of Group Disability payments and sick leave payments may not receive total take home pay for any pay period greater than their normal take home pay based upon their average work week (a minimum of 40 hours per week for non-fire Employees or 42 hours for Fire Department Employees). Employees who utilize sick leave to supplement Disability coverage will not be eligible to earn a bonus day for the particular three-month period.

Employees who expect to be on sick leave for an extended period of time (more than four days) will be placed on FMLA.

8. Leave of Absence

If an Employee has no benefit time available, he/she may request a leave of absence without pay for up to 2 weeks at the discretion of the Town Manager. A Leave of Absence without pay is intended for emergency situations.

9. Vacation Bonus Time

If a full-time Employee does not use sick leave for three consecutive months in a designated calendar quarter (i.e., January-March, April-June, July-September, October-December), he/she will earn 8 hours of vacation which can be used in accordance with the provisions of the Town's personnel plan. Vacation bonus time is calculated quarterly and will be credited at the end of each quarter. A bonus vacation day earned in the fourth quarter (October-December) may be carried over to the next year, but must be used within the first quarter (January-March) of the new year.

Previously accumulated bonus days will be bought back from the Employee at the rate it was earned upon retirement or termination or at the end of the fiscal year upon the recommendation of the Department Head and the Town Manager if funds are available. In no case will earned sick leave be bought back, just earned bonus days. Employees may use any bonus days earned, provided eligibility for such day is cleared with the Department Head

10. Personal Leave

All regular full-time personnel are entitled to 16 hours of personal time a year. In accordance with the Collective Bargaining Agreement, the hourly Fire Department Employees are entitled to 24 hours personal leave. Leave may be used at the Employees' discretion with at least 72 hours' notice to the Employee's Department Head and the Department Head's approval. This leave is not cumulative, must be used during the calendar year and is not paid at separation. An Employee who completes the initial evaluation period on or after July 1 in any year is entitled to 8 hours/12 hours in the Fire Department to be taken in accordance with this paragraph. An Employee who completes the initial evaluation period after September 1st is not entitled to any personal days for that year.

11. Maternity Leave aka Pregnancy Disability Leave

The Town recognizes that during pregnancy and after, some pregnant women may have special needs. With this in mind the Town will accommodate these needs as defined below.

Eligibility: Female Employees, either full time or part time, who are temporarily physically "disabled" resulting from pregnancy, childbirth or related medical conditions are eligible for the benefits provided under this policy. The term "disability" or "disabled" in this circumstance means the Employee cannot perform the essential functions of her job due to pregnancy. In order to be classified as "disabled", the Employee must be classified as "disabled" by her healthcare

provider. Medical verification of the disability is required to receive eligibility under this policy.

Duration of Leave: Should your physician deem you temporarily disabled due to pregnancy, childbirth or related medical condition your leave will extend until your physician states that such disability has ended and you are able to return to work. The Town complies with all Federal and State laws governing pregnancy leave. Because this policy covers medical disability leave only, it is not available for the care of newborn, adoptive or foster child, or for child rearing although you may have rights under FMLA (see Family & Medical Leave Policy for details).

Compensation During Pregnancy Disability Leave: Pregnancy Disability Leave will be unpaid except for the following earned time by which eligible Employees may receive compensation during leave:

- Sick Time
- Vacation time
- Disability Insurance, if applicable.

Health Benefits During Leave: Your health benefits will continue while you are on pregnancy disability leave for the period of time that you are receiving compensation from the Town and the Town is able to deduct your standard benefits contributions. Should you move to an unpaid status you will continue to have the same health benefits available to you while on pregnancy-related disability leave. However, in order to maintain those benefits, you must write a monthly check to the Town for your portion of the benefit contributions. Monthly checks should be directed to the attention of the Finance Director.

Transfer Rights: If you are pregnant and request a transfer, you may be eligible to transfer from your current position to a less strenuous position or duties if such transfer is due to your pregnancy; and you provide a certification from your health care provider that such transfer is medically advisable; and the Town can reasonably accommodate such a transfer without undue hardship.

If it is foreseeable that it would be medically advisable for you to take intermittent leave or leave on a reduced schedule based on your medical needs, the Town may require you to transfer temporarily to an available alternative position that has equivalent pay and benefits, so long as you are qualified for the position, and the position better accommodates recurring periods of leave.

You will be reinstated to your regular job or comparable position when your health care provider certified that there is no further need for such transfer, intermittent leave or leave on a reduced work schedule due to your pregnancy.

Returning From Pregnancy Disability Leave: You will return to the Town with no less seniority then when your leave began. If you return to work at the end of a pregnancy disability leave you will be reinstated to your former position, unless the position no longer exists due to legitimate business reasons, such as a reduction in force or job abolishment. If your former position does not exist, you will be

reinstated to an equivalent position if you are able to perform the essential functions of the job, unless such position is unavailable.

You will be required to provide the Town with a “fitness for duty” certification from your doctor stating that you are released to return to work and indicating any work restrictions you may have. You will not be permitted to return to work until you have provided this certification to the Department Head.

If you do not return to work after your leave has ended, and have not contacted your supervisor at the end of your leave, the Town will assume that you have resigned and your employment may be subject to termination unless you are eligible for some other legally mandated leave. In addition, your employment will be subject to termination after a pregnancy disability leave if you accept other employment during your leave, or you perform services for another employer during your leave without the Town’s express written permission.

12. Workers' Compensation & Reporting Workplace Injuries

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

12.1 Reporting Injuries

If you are injured on the job, no matter how slightly, you must report the incident immediately to your supervisor. Failure to do so may jeopardize your workers’ compensation benefits. Employees must complete the necessary workers’ compensation forms, with his or her supervisor, following any injury. Supervisors must submit required Workers Compensation forms to the Finance Director’s office within 24 hours of being notified of an injury.

12.2 Weekly Income Benefits

The amount of the weekly worker’s compensation benefit is set by the New Hampshire Department of Labor. The weekly benefit is currently based upon 60% of an Employee’s average weekly wages. These benefits are paid by our workers’ compensation carrier to eligible Employees. The Employee will be allowed to use sick leave until the worker’s compensation payments commence and to complement worker’s compensation thereafter. Town Employees receiving a combination of worker’s compensation and sick leave payments may not receive total take home pay for any pay period greater than their normal take home pay based upon their average work week.

12.3 Temporary Alternative Duty

Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire’s Workers’ Compensation laws and Town policies. An Employee with non-work-related disabilities who require accommodations to perform their jobs should make accommodation requests to

their supervisor or Department Head. Please refer to the Americans with Disabilities Act policy in this Personnel Manual for more information.

12.4 Reinstatement

A full-time Employee who has sustained an on-the-job injury will be reinstated to his or her former position within eighteen (18) months of the initial injury if the position exists and is available, and the Employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an Employee is permitted to return to work. The Town reserves the right to require a physical examination to determine the physical eligibility of the Employee for continued employment. These examinations will be made at the discretion of the Town in accordance with applicable law, and the cost of said examination will be borne by the Town.

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

13. Temporary Alternative Duty Police

In accordance with the provisions of RSA 281-A: 23-b, the Town will provide temporary alternative work opportunities for Employees who suffer a work-related injury or illness as may be available. The Town of Plymouth has no obligation to provide temporary alternative work opportunities to Employees who suffer a non-work-related injury or illness.

When practicable, Employees will be returned to their regular duties with modifications consistent with a healthcare provider's stipulated work restrictions. In the event that such restrictions make it impracticable for an Employee to perform his or her normal job duties, even with modification, the Employee may be reassigned to different duties or a different work schedule which may include assignment to a different department with the Town. The specific assignment of duties shall be determined on a case-by-case basis pursuant to the healthcare provider's restrictions and the work available at the time of the injury or illness.

The Temporary Alternative Work Program will be available to Employees for a period of time extending as long as the circumstances of the illness/injury requires. The treating healthcare provider and the ill/injured Employee share the responsibility of providing the Town the NH Workers' Compensation Medical Form. This form provides information relating to the Employee's capabilities necessary to structure a temporary duty program. The Department Head and/or Town Manager will work with the Employee to facilitate a safe return to work program within limitations listed by the treating physician. If necessary, the Town may contact the treating physician for additional information.

After each subsequent visit, the ill/injured Employee will be responsible for

providing an updated medical form completed by the treating healthcare provider and returned to the Department Head or Town Manager. Additional modifications will be made to the return-to-work program as required. Upon release by the healthcare professional, the Employee will assume normal duties of his or her regular position.

14. Jury and Military Leave

14.1 Jury Duty

A regular Employee called for jury duty shall be excused from work for the duration of the Employee's service, and shall receive the difference between his or her regular pay and his or her jury pay, provided that the Employee presents an official statement of pay received. All benefits shall continue to accrue during such absence.

14.2 Military Leave

The Town is committed to protecting the job rights of Employees absent on military leave. In accordance with federal and state law, it is the Town's policy that no Employee or prospective Employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any Employee believes that he or she has been subjected to discrimination in violation of this policy, the Employee should immediately contact the Department Head or Town Manager if the Department Head is unavailable or unable to be of assistance.

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

Eligibility: Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

14.2.1 Procedures for Military Leave

1) Unless military necessity prevents it, or is otherwise impossible or unreasonable, an Employee should provide the Town with advance written or verbal notice of the need for leave as far in advance as is reasonable under the circumstances. Written notice is preferred, but not required under the law or this

policy. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible to do so.

2) To request a temporary or extended military leave of absence, the Employee should provide written notice to the Department Head. However, a written notice is not required under the law or this policy.

3) The Department Head will review and submit such request to the Town Manager for approval and collect any applicable insurance premiums from the Employee, generate other applicable documents, and process accordingly. An employee request for leave may include reasonable time off to get personal business in order prior to commencing service in the uniformed services. Reasonable time off will be decided by the Town Manager based on a case-by-case basis.

4) Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.

5) When the Employee intends to return to work, he or she must provide notice of the date of return to work to the Department Head within the time period set forth below.

14.2.2 Benefits

If an Employee is absent from work due to military service, benefits will continue as follows:

1) An Employee on extended military leave may elect to continue group health insurance coverage for the Employee and covered dependents under the same terms and conditions for a period not to exceed 31 days from the date the military leave of absence begins. The Employee must pay, per pay period, the premium normally paid by the Employee. After the initial 31-day period, the Employee and covered dependents can continue group health insurance as provided for under USERRA up to 24 months at 102% of the overall (both employer and Employee) premium rate. When the Employee returns to work, he or she will be reinstated to the health insurance benefit with no waiting period, even if coverage terminated during the leave.

2) Life insurance provided by the Town will terminate immediately following the month in which the Employee's leave of absence begins.

3) Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status.

4) For any applicable retirement plan, upon reemployment, Employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the Employee may, at the Employee's election, make any or all Employee contributions that the Employee would have

been eligible to make had the Employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the Employee's reemployment and that is not greater in duration than three times the length of the Employee's military service.

14.2.3 Reemployment

Upon an Employee's prompt notice to the Town of the intent to return to a position of employment with the Town (as defined below); an Employee will be reinstated to employment in the following manner depending upon the Employee's period of military service:

1) *Less than 91 days of military service* - (i) in a position that the Employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the Town, in the position in which the Employee had been employed prior to military service.

2) *More than 90 days and less than 5 years of military service* - (i) in a position that the Employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the Employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the Town, in the position the Employee left, or a position of like seniority, status and pay, the duties of which the Employee is qualified to perform.

3) *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an Employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the Employee will be employed in (i) any other position of similar seniority, status and pay for which the Employee is qualified or could become qualified with reasonable efforts by the Town; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the Employee's situation.

14.2.4 Request for Reemployment

An Employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, notify the Town of the Employee's intent to return to a position of employment according to the following:

1) *If service is less than 31 days* - then the Employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe transportation back from the service.

2) *If service is for 31 days or more but less than 181 days* - the Employee must submit a written request for reemployment with the Appointing Authority no later than 14 days following the completion of service.

3) *If service is over 180 days* - the Employee must submit a written request for reemployment with the Appointing Authority no later than 90 days following the completion of service.

4) *If the Employee is hospitalized or convalescing from a service-connected injury* - the Employee must submit a written request for reemployment with the Appointing Authority no later than two years following completion of service.

14.2.5 Exceptions to Reemployment

In addition to the Employee's failure to notify the Town of the Employee's intent to return to a position of employment in a timely manner, an Employee is not entitled to reinstatement as described above if any of the following conditions exist:

- 1) The Town's circumstances have so changed as to make reemployment impossible or unreasonable
- 2) Reemployment would pose an undue hardship upon the Town.
- 3) The Employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
- 4) The Employee if discharged from military services did not receive an honorable discharge from military service.

14.2.6 General Benefits upon Reemployment

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the Employee had at the beginning of the military leave, plus any additional seniority and benefits the Employee would have attained, with reasonable certainty, had the individual remained continuously employed. Upon reemployment, a covered Employee will not be discharged except for cause for up to one year following reemployment.

14.2.7 Documentation

The Department Head will, upon the Employee notifying the Town of the Employee's intent to return to a position of employment, request that the Employee provide the Town with military discharge documentation to established the timeliness of the request for reemployment, the duration of the military service, and the date of release from active duty or, if discharged, evidence of honorable discharge from the military service.

15. Leave of Absence for Victims of Crime

As required by law, the Town will grant an Employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the

prosecution of a crime in which the Employee was a victim. For purposes of this policy, a “victim” is any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime.

For purposes of this policy, “immediate family” means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

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

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

Leave taken under this policy is unpaid, although an Employee may elect to use his or her accrued, unused vacation time, sick leave, or personal days.

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

16. Bereavement Leave

Regular, full-time Employees are entitled to a maximum of 3 days of paid bereavement leave in the case of a death in the immediate family. For the purpose of administering the provisions of bereavement leave, immediate family shall mean: spouse, parent, grandparent, brother, sister, children, father-in law, mother-in law, step-parent, step-children, step-brother, step-sister, or a person living within the household at time of death.

Regular, Full-time Employees are entitled to bereavement leave at full pay for one (1) working day for the purpose of attending the funeral of a grandchild, brother-in-law, sister-in-law, aunt or uncle.

Special leave up to three (3) days may be granted by the Department Head to an Employee in the event of the death of a person whose death presents special immediate family commitments.

Any further leave due to a death must be taken as personal leave, vacation, or unpaid leave or as approved by the Select Board.

17. Expenses Reimbursements

All Employees traveling on Town business, or using personal assets for Town purchases, shall be entitled to reimbursement of their expenses according to the following schedule:

Automobile expenses:

Per IRS mileage reimbursement rate (out of Town travel only).

Lodging and Meals:

All reasonable expenses.

Purchases:

All verified expenses.

All travel expenses must be itemized with receipts attached for approval by the Department Head, Town Manager or the Select Board prior to reimbursement.

The Town agrees that any item of personal clothing damaged or destroyed as the result of a job-related activity by the Employee will be repaired or replaced at the expense of the Town. This provision includes, but is not limited to such items as glasses, contact lenses, watches, footwear and clothing.

Reimbursement requests must be submitted on an approved form provided by the finance office.

18. Education and Training

18.1 Purpose

It shall be the responsibility of the Select Board, Town Manager and Department Heads to promote the training of Employees for the purpose of improving the quality of services provided by the Town of Plymouth and in aiding the Employee to better equip themselves for promotion and/or probable future work assignment within the Town of Plymouth.

18.2 Responsibilities

Each Town department has an established annual allocation for training and education within the budget. Specific major courses and training are to be identified, if possible, at the time of budget preparation. It shall be the responsibility of the Department Head to submit a budget proposal for training and education, the proposal to be reviewed (and revised, if appropriate) by the Select Board and submitted for Town Meeting approval.

18.3 Application and Approvals

Application for Educational Leave and Expense will be submitted by the Employee to the Department Head in accordance with department policy on a form prescribed by the Select Board.

It is the responsibility of the Employee to describe how the course or training will benefit the Employee and the quality of services provided by the Town. The course or workshop must be in the field related to that of the Employee.

The Department Head will review the request to determine that the completion of the training course will directly improve the regular duties of the Employee. Requests for training that will provide the Employee with training necessary to carry out current duties will be given the highest priority.

The Department Head will review the request and determine whether sufficient funds are available to cover the costs of the request, whether the Employee can reasonably be spared from work for the duration of the study.

The Department Head will determine whether the course or training, if not related directly to the performance of current duties, will be expected to improve the potential of the Employee to be qualified for work of a higher classification level in Town Service.

Courses or training unrelated to the Employee's occupational field or to Town service will not be approved.

If there is a question about whether training or education is sufficiently related to the Employee's work and/or benefit to the Town, the Department Head will consult with the Town Manager to review any training or education request to make the determination.

The Department Heads shall, through contact with the Town Manager, the public community, professional publications and newsletters, keep themselves apprised of training programs that may be of help or interest both to themselves and to their Employees, and shall notify the Town Manager when deemed appropriate. Department Heads will also discuss with the Employee, at the time of the annual evaluation, areas of interest to the Employee, areas where training is desirable for performance of the job or where training is likely to develop additional skills for

growth into other positions within Town service. This discussion shall be in coordination with the preparation of the budget proposal so that specific courses and training may be identified, if possible.

18.4 Eligibility

While this Personnel Policy applies only to regular Employees, it is expected that part time and seasonal Employees will require training and shall follow the same procedure. Elected and appointed members of the various Town boards and committees are also eligible and are encouraged to participate in the many conferences, training and workshops which are held annually.

18.5 Approval Authorization

The Department Head may authorize a request for Educational Leave, which meets the criteria herein, up to and including three days or \$2,000. The Town Manager may authorize any request for Educational Leave, which meets the criteria herein up to and including five days or \$5,000. The Select Board must approve other requests. All College level courses are to be submitted for approval by the Town Manager. Only costs specifically approved for Employee training/education by the Department Head, Town Manager or the Select Board will be paid or reimbursed by the Town. Issues of wages, expenses, and mileage reimbursement will be reviewed for approval on a case-by-case basis in the best interest of the Town.

18.6 Failure to Complete

In the event that an Employee does not satisfactorily complete a course or training or voluntarily separates from Town service prior to completion of a course or training, or leaves the Town employment within one year of completion, the Town Manager may hold the Employee responsible for reimbursement of all costs associated with the course. The responsibility for length of service or reimbursement will be established prior to the approval of education or training and will be so noted on the application for Educational Leave form.

18.7 Records

The Department Head and the Town Manager shall provide for the maintenance of records for approved training courses and records of all satisfactorily completed courses for all regular Employees. A copy of all training records will be placed within the personnel file of the Employees.

18.8 Reports

Department Heads shall submit a written report to the Town Manager describing the program after attendance at a management level seminar, workshop, conference or training.

19. Employee Insurance & Retirement

The benefits described in this section are subject to the actual terms contained in the applicable plan and policies and in the case that the terms described below are inconsistent with anything in these plans and policies, the plans and policies shall be controlling.

19.1 Health Insurance

The Town of Plymouth offers all regular non-temporary Employees who work 30 or more hours per week on a regularly scheduled basis, hospitalization and major medical insurance. Employees may be eligible for a single, two person or family plan. The Town of Plymouth has instituted a premium cost sharing program in which a portion of the monthly premium is paid by the Employee and the remainder is paid by the Town. Contact the Department Head for the current costs associated with participation in the plan. Once an Employee joins the health care plan, the Employee's premium share shall be automatically deducted from his/her weekly pay until such time as the Employee is no longer covered by the health plan.

When an Employee moves or has a change in the status of a dependent, the Employee must notify the Department Head to receive the appropriate forms to complete.

19.1.1 Health Insurance Cash Out Stipend

The Town encourages any Town Employee who is eligible to be covered by any other outside health insurance plan(s) (provided by spouse or former employer, for example) to do so. In such situations, if the Employee elects not to be covered by the Town's health insurance, the Town shall pay the Employee a monthly stipend equivalent to ½ of a single premium payment that would have been made for the Employee by the Town. This stipend shall be considered a wage and will be paid through payroll. Employees who chose to accept the stipend must provide proof of coverage in the form of an active insurance card or letter from employer showing coverage annually. The stipend amount is a managerial prerogative that can only be changed by the Select Board. Employees who are covered by a spouse who is also a Town Employee will not be entitled to this stipend.

19.2 Group Life and Disability Insurance

The Town shall provide, for each full-time regular Employee, fully paid Group Life and Disability coverage. The value of the life insurance plan for each Employee is equivalent to \$50,000. The Town Manager reviews and make determinations of the coverage plan.

Full-time Employees are currently eligible to enroll in our short-term disability insurance. This insurance is designed to provide some income for the Employee in the event that you suffer a non-occupational illness or injury. There may be waiting periods that apply before the benefits will begin.

Our short-term disability benefit is governed by detailed plan documents that are available from the Town's Finance Office.

If you suffer an illness or injury, please notify your Department Head immediately, who will tell you which forms must be completed and the medical information that must be supplied to apply for the benefits.

Employees who have accrued sick, vacation and personal time may utilize this time to compliment the payment received for disability insurance and their regular weekly 40 hour a week earning.

19.3 Dental insurance

The Town pays for dental coverage for full time salaried personnel and their dependents. Hourly full-time personnel may participate in the Town's dental plan at their own expense through payroll deductions.

19.4 COBRA Coverage

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

19.5 Retirement

The Town of Plymouth Select Board voted (as required by State Law) in the affirmative to include regular, full-time Town Employees in the NH Retirement System. This vote made it mandatory for all Town Employees who are regularly scheduled to work 35 hours or more per week to participate in the Retirement System.

Group I Employees consist of all Employees other than Police Officers and Firefighting personnel. Group I Employees are required to join the retirement system immediately upon employment with the Town.

Group II Employees consist of Police Officers and Firefighting personnel. Group II Employees are required to join the retirement system immediately upon employment with the Town.

Upon employment with the Town, an Employee is provided with the necessary forms to complete to enroll in the system. Booklets are available which describe and outline benefits and any other pertinent information regarding this system.

Legislative statutes determine the percentage of the Employee's gross earnings that is deducted weekly from the Employee's paycheck and is submitted monthly to the system by the Town. The Town of Plymouth simultaneously contributes a

percentage towards each Employee's retirement fund. Percentages for the Employee and the Town vary from group to group and from year to year. The current percentages are available at the finance office.

Upon termination of employment from the Town, a form provided by the NH Retirement System is available at the finance office for the return of accumulated contributions made by the Employee. This form must be completed by the Employee, signed by the Finance Director or the Town Manager, and mailed by the Employee.

20. Payroll Deductions

The Town will provide a payroll deduction service for the following:

- Various Local banks (for direct deposit of payroll checks),
- ICMA,
- Group dental coverage for hourly Employees,
- Health insurance co-pays and other deductions as negotiated

21. Benefits for Part-Time Employees

Part-time Employees working 20 hours or more on a year-round basis will be entitled to a pro-rated amount of vacation and holiday pay depending upon the Employee's number of years of service as outlined for regular, full-time Employees. Example 40 hours is full time; therefore 20 hours is 50% of vacation and holiday pay as outlined for regular, full-time Employees. Therefore, an Employee after one year of employment who is working 20 hours per week is entitled for holiday pay at four hours instead of eight and 40 hours (5 days) of vacation instead of 80 hours (10 days). The pro-rated vacation leave is accrued in the same manner as full-time regular Employees refer to Section C, Paragraph 6.

In addition, the Town will also offer to pay to the Town's health insurance carrier half the cost of the health care insurance benefits currently paid for full time regular Employees on behalf of Employees working 30-39 hours per week part-time, on a year-round basis. This coverage may be for the Employee and his/her legal dependents. The Employee shall be responsible for the remaining cost which shall be paid through a payroll deduction.

22. Longevity Payment

Any full-time Employee who has completed five years of continuous service shall be paid, in addition to his/her normal salary, the sum of \$250.00 annually and an additional \$250.00 for each additional five years of continuous service. An Employee shall be eligible to receive this payment if his/her anniversary is on or before December 1. The longevity payment shall be paid in the Employee's first paycheck received in December. An Employee who retires or terminates prior to December 1, but after his/her anniversary date which is on or after December 2, will be entitled to the appropriate longevity payment upon retirement or termination.

SECTION D - FAMILY AND MEDICAL LEAVE POLICY

23. Family and Medical Leave

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

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

Eligibility Requirements: To be eligible for FMLA leave, an Employee must satisfy both of the following conditions: The Employee must have worked for the Town for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request.

Leave Entitlement: If an Employee takes FMLA leave for a reason stated in paragraphs (1)-(5), above, the Employee is entitled to up to twelve (12) work weeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an Employee begins an FMLA leave. In other words, the number of weeks the Employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an Employee used four weeks beginning February 1, 2016, four weeks beginning June 1, 2016, and four weeks beginning December 1, 2016, the Employee would not be entitled to any additional leave until February 1, 2017.

Beginning on February 1, 2017, the Employee would be entitled to four weeks of leave; on June 1, 2017, the Employee would be entitled to four additional weeks; and so on.

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

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

Qualifying Event: A Qualifying Event under paragraph (5) above must be one of the following:

- a. Short-notice deployment;
- b. Military events and activities;
- c. Child care and school activities;
- d. Financial and legal arrangements;
- e. Counseling;
- f. Rest and recuperation;
- g. Post-deployment activities; or
- h. Additional activities that arise out of active duty provided that the employer and Employee agree, including agreement on timing and duration of the leave.

In order to care for a covered service member, an eligible Employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

- a) A “son or daughter of a covered service member” means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.
- b) A “parent of a covered service member” means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents “in law.”
- c) Under the FMLA, a “spouse” means a husband or wife, including those in same-sex marriages, which were made legal in all 50 United States as of June 26, 2015.
- d) The “next of kin of a covered service member” is the nearest blood relative, other than the covered service member's spouse, parent, son, or daughter,

in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.

When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin. For example, if a covered service member has three siblings and has not designated a blood relative to provide care, all three siblings would be considered the covered service member's next of kin. Alternatively, where a covered service member has a sibling(s) and designates a cousin as his or her next of kin for FMLA purposes, then only the designated cousin is eligible as the covered service member's next of kin. An employer is permitted to require an Employee to provide confirmation of covered family relationship to the covered service member pursuant to § 825.122(k).

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

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

If FMLA leave is for birth and care, or placement for adoption or foster care, as described in paragraphs (1) and (2), above, use of intermittent leave is subject to the Town's approval. When an Employee takes intermittent or reduced schedule leave, time spent working will not be counted against the Employee's FMLA entitlement.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the Employee qualifies for workers' compensation, short-term disability, or other benefits. If an

Employee is a salaried/exempt Employee, the Town will adjust the Employee's salary based on the amount of time actually worked.

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

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

Status Of Employee Benefits: Employees are required to use any accrued, unused sick and vacation time during FMLA leave unless the FMLA leave is otherwise paid through workers' compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the FMLA leave period. Also, the Employee's FMLA leave may run concurrently with other types of leave.

During an approved FMLA leave, the Town will maintain the Employee's health benefits under the same terms and conditions applicable to Employees not on leave.

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

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

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

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

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the leave, but will not accrue further during the leave period. For example, an Employee on leave will not accrue additional sick, personal or vacation days.

Requesting Leave: Employees must complete the appropriate FMLA leave request forms. These forms are available from the Finance Director.

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

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

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

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

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

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

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

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

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

Returning To Work: At the end of an authorized FMLA leave, the Employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated Employees or "key Employees" may be denied restoration to their prior or equivalent position if keeping the job open for the Employee would result in substantial economic injury to the Town. Key Employees are those Employees who are among the highest paid ten percent of Employees within 75 miles of the worksite. If an Employee takes leave because of his or her own serious health condition, the Employee will not be reinstated until the Employee provides a fitness for duty certificate from his or her health care provider confirming that the Employee is medically able to resume work and perform the essential functions of his or her job. The return-to-work medical certification forms are available from the Finance Office. The Town reserves the right to clarify and authenticate such certification.

Coordination With Pregnancy Related (Maternity) Leave: As stated in the Disability & Pregnancy Related Leave policy, the Town provides female Employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, and related medical conditions. If an Employee is also eligible for FMLA leave, the Employee's FMLA leave and Disability & Pregnancy Related Leave will run concurrently. Please refer to the Town's Disability & Pregnancy Related Leave policy for more information. For purposes of coordinating FMLA and pregnancy related leaves (aka maternity leaves), maternity disability leave will be treated in the same manner as the FMLA leave of absence described in paragraph (4) above. Maternity disability leave begins when an Employee is medically determined to be disabled and ends when medically determined to be able to return to work. If a maternity disability leave is for the number of available FMLA leave weeks or less, the Employee may take additional FMLA leave pursuant to paragraph (1) or (2) after the end of the disability

period, not to exceed the number of remaining available leave weeks and will be reinstated in accordance with this FMLA policy. If a maternity disability leave exceeds the number of available FMLA leave weeks, then reinstatement will be governed by the Disability & Pregnancy Related Leave policy.

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

Any questions relative to FMLA leaves, including eligibility requirements, should be directed to the Department Head or Finance Office.

SECTION E - ANTI-HARASSMENT POLICY

24. Anti-Harassment Policy

24.1 Policy

The Town is committed to providing a work place that is free from all forms of unlawful harassment. Unlawful harassment includes harassment based on a person's age, sex, race, color, marital status, familial status, physical or mental disability, religion, national origin, sexual orientation, gender identity or expression, pregnancy, childbirth or related medical condition, genetic status, veteran status or any other legally protected status. Such harassment is not allowed and will not be tolerated. Employees who take part in unlawful harassment will be disciplined, up to and including termination. All Employees are expected to follow this policy.

Although no unlawful harassment is permitted, the Town wants to provide Employees with some information specific to one type of illegal harassment, sexual harassment, because of the confusion some may have about this form of illegal harassment. The Town's policy is to provide a professional, businesslike work environment free from all forms of Employee discrimination including incidents of sexual harassment. No Employee shall be subject to unsolicited and unwelcome sexual overtures or verbal or physical conduct of a sexual nature. Sexual harassment will be treated as misconduct with appropriate disciplinary sanctions.

24.2 Purpose

Under Title VII of the Civil Rights Act of 1964 and similar state statutes, sexual harassment in the work place constitutes unlawful employment discrimination, which may give rise to liability against both the employer and the harasser whether the harasser is a supervisory level Employee or a co-Employee of the complainant. The purpose of this policy is to define sexual harassment, establish department policy concerning allegations of harassment, including sexual harassment, and establish appropriate reporting procedures.

24.3 Definitions

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

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct by an Employee is used as the basis for employment decisions affecting the Employee; or
- The conduct has the purpose or effect of unreasonably interfering with an Employees work performance or creating an intimidating, hostile or offensive working environment.

By way of illustration only, some examples of conduct that could constitute sexual harassment in the work place under certain circumstances would include but not necessarily be limited to the following:

1. Sexual comments, attempts at humor or innuendoes of a provocative or suggestive nature.
2. The leaving of sexually explicit books, magazines or photographs in the work place.
3. Unwelcome demeaning comments, ridicule, and offensive language, propositions or other similar actions.
4. Unwanted, unwarranted, unsolicited off-duty telephone calls and contact.
5. Hiring or promoting an Employee in exchange for sexual favors or transferring, demoting or dismissing Employees who refuse such sexual advances.

Employees should understand that sexual harassment is not exclusive to the Employee/supervisor relationship. Peer to peer harassment can also occur.

Racial harassment is also prohibited. Unlawful racial harassment includes, but is not limited to, foul language of an offensive and racial nature, racial jokes or remarks, the display of racially offensive pictures, cartoons, screen savers or other materials.

All Employees should understand that the use of the Town's equipment to harass others or even to communicate offensive jokes or remarks that may be considered offensive to another Employee is not allowed.

24.4 Employees' Responsibilities

- A. Each supervisor (Department Heads, Deputy Chiefs, Foremen, and Shift Supervisors) shall be responsible for preventing acts of harassment. This responsibility includes:
 1. Monitoring the work environment for signs that harassment may be occurring;
 2. Counseling all Employees in the types of behavior prohibited, and the Town procedures for reporting and resolving complaints of harassment;
 3. Stopping any observed acts that may be considered harassment, and taking appropriate steps to intervene;
 4. Taking immediate action to limit the work contact between two Employees where there has been a complaint of harassment, pending investigation.
- B. Each supervisor has the responsibility to assist any Employee of the Town, who comes to that supervisor with a complaint of harassment, pending investigation. Supervisors who have knowledge of unlawful discrimination

in the work place have a responsibility to report it or be subject to disciplinary procedures.

- C. Each Employee of the Town is responsible for assisting in the prevention of harassment through the following acts:
 - 1. Refraining from participation in, or encouragement of, actions that could be perceived as a form of harassment;
 - 2. Reporting acts of harassment to a supervisor.

24.5 Procedures

- A. Any Employee who believes that he/she is being harassed shall report the incident(s) to his/her supervisor as soon as possible so that steps may be taken to protect the Employee from further harassment and appropriate investigative and disciplinary measures may be initiated. Where it is not practical to report the incident(s) to the immediate supervisor (such as when the supervisor is unavailable or when the allegation of misconduct involves the supervisor) the Employee shall instead report the incident(s) to another supervisor, or the Town Manager. If the allegation involves the Town Manager, the complainant should present the allegation without delay to the Chairman of the Select Board.
- B. Any complaint of harassment will be promptly and thoroughly investigated by the Department Head, or the Town Manager (or the Select Board, if applicable) or other third party as designated by the Select Board to verify whether a violation of law and the Town's policy has occurred.
- C. The Department Head or Town Manager (or the Select Board) shall inform the parties involved of the outcome of the investigation.
- D. An Employee reporting an incident of harassment or assisting, testifying or participating in the investigation of such a complaint shall not be subject to any adverse employment action unless it is determined that the Employee made the allegation knowing it was false. The Town does not tolerate unlawful retaliation. Any person found to have engaged in such conduct will be subject to disciplinary action, including possible termination of employment. The Town recognizes that false statements of harassment may have serious effects on innocent people. Employees found to have made false statements of harassment will be subject to disciplinary action, including possible termination of employment.
- E. Complainants or Employees accused of harassment may file a grievance/appeal in accordance with the Personnel Plan/Union Contract procedures when there is disagreement with the investigation or the disposition of a harassment claim.

The Town recognizes that the question of whether a particular action or incident is a purely personal, social relationship without a discriminatory employment effect

requires a factual determination based on all facts in the matter. Given the nature of this type of discrimination, it recognizes also that false accusations of sexual harassment can have serious effects on innocent individuals. It is expected that all Employees will continue to act responsibly to establish and maintain a pleasant working environment, free of discrimination, for all.

SECTION F – OTHER POLICIES

25. Drug-Free Work Place Policy

The Town of Plymouth is a recipient of federal grants in amounts sufficient to require compliance with the Federal Drug-Free Work Place Act of 1988. The Act requires that the Town provide a drug-free work place by:

- Publishing and distributing to Employees an anti-drug policy statement compliance with which becomes a condition of employment;
- Establishing a drug awareness program and education program;
- Notifying the grantor if any Employees are convicted of drug related charges;
- Taking appropriate personnel actions against work place substance abusers.

26. Drug and Alcohol Policy

The Town of Plymouth is a “Drug Free” Municipality. We consider all Town Employees to be an extremely valuable resource, with their health and safety as one of our major concerns. Therefore, the Town does not condone the use of drug and or alcohol or their abuse in the workplace. Employees who abuse alcohol or use drugs are a danger to themselves, their coworkers and the Town’s assets and **such behavior will not be tolerated.**

General Policy

The purpose of this policy is to implement the Federal Drug Free Workplace Act of 1988 by providing for a safe and productive work environment that is free from impaired performance caused by Employee use or abuse of alcohol, controlled substances, and/or medication.

Specifically, it is the Town’s policy, that the use, sale, purchase, transfer, possession or presence in one’s system of any controlled substance, (except medically prescribed drugs), by any Employee, on Town property, engaged in Town business, while operating Town equipment or while under the authority of the Town, is strictly prohibited. The Town will notify and cooperate with law enforcement agencies in the investigation of a covered person suspected of being in possession of or trafficking of illicit or inappropriate drugs. Further, anyone convicted of on-the-job possession, trafficking in illicit or inappropriate drugs, using while working, or driving while “under the influence”, will be immediately terminated.

Employee Responsibilities

- A. No Employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.

- B. Any Employee convicted under a federal or state statute regulating controlled substances shall notify the Department Head within five (5) days after the conviction.
- C. Employees are prohibited from consuming alcoholic beverages within four (4) hours of work, during work hours, or while at work during breaks or lunches.
- D. No Employee shall be impaired by alcohol, illegal drugs, or medication during work hours.
- E. No Employee shall represent the Town of Plymouth in an official capacity while impaired by alcohol, illegal drugs, or medication.
- F. No Employee using medication that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for the Town.
- G. If an Employee is using prescription or non-prescription medication that may impair the ability to safely perform duties, the Employee shall report that fact to their Department Head prior to performing any work.
- H. An Employee who has reason to believe that the performance of another Employee is impaired by alcohol, illegal drugs, and/or medication shall immediately notify the Department Head.

Prohibitions - This policy prohibits the following:

1. The unauthorized use, possession, manufacture, distribution or sale of an illegal drug, controlled substance or drug paraphernalia on Town property or while on Town business, in Town supplied vehicles or during working hours.
2. The unauthorized use, possession, manufacture, distribution, or sale of alcohol on Town premises or while on Town business, in Town supplied vehicles or during working hours.
3. Storing any illegal drug, drug paraphernalia, any controlled substance whose use is unauthorized, or any container of alcohol, in or on Town property (including vehicles).
4. Reporting to work, or working, while under the influence of illegal drugs or the illegal use of legal drugs or alcohol, whether on Town premises, on Town business, or in Town supplied vehicles.
5. Failing to notify the Employee's supervisor before beginning work that the Employee is taking medications or drugs that may interfere with the safe and effective performance of duties.

6. Refusing to immediately submit to an alcohol and drug test when requested by a supervisor, in accordance with this policy.
7. Failing to provide, by the next workday following a request, their valid prescription for any drug or medication identified when the results of a drug test are positive.
8. Failing to adhere to the requirements of any drug or alcohol treatment program in which the Employee is enrolled as a condition of continued employment.
9. Violating any criminal drug or alcohol statute while working. Conviction under any criminal drug statute.
10. Failing to notify the Department Head of any arrest or conviction under any criminal drug or alcohol statute by the next workday following the arrest or conviction.

The Town's Drug & Alcohol Program Administrator(s)

The Town Manager, or his designee, are designated to monitor, facilitate and answer questions pertaining to these procedures.

Disciplinary Action

Because of the serious nature of illegal use or abuse of alcohol, controlled substances, and/or medication, violations of this policy will lead to appropriate disciplinary action, up to and including termination.

Alcohol & Drug Testing Policy

Employees of the Town who are required to have a Commercial Driver's License (CDL) as part of their jobs are subject to drug and alcohol testing as required by the U.S. Department of Transportation through the Federal Highway Administration ("FHWA"). CDL Employees, in addition to Reasonable Suspicion and Post-Accident testing, shall be subject to Pre-employment testing, Random testing and Return to Work testing. Pursuant to NH Admin. Rule Saf-C 1801.02(a)(1), for purposes of this policy, the term "CDL Employee" shall not include fire service personnel driving emergency vehicles assigned or registered to the Town Fire Department in pursuit of fire service purposes. The testing procedures for this policy are set forth in the Appendix attached hereto.

27. Smoking in the Work Place

The Town is committed to providing a safe, healthy, comfortable and productive work environment for Employees. Consistent with this commitment, the Town recognizes the overwhelming scientific evidence on the adverse health effects of tobacco.

Implementation of a smoke-free work place policy eliminates the possibility of exposure to environmental tobacco smoke, thereby contributing overall to a healthier work environment and healthier Employees. According to NHRSA 155:64 et seq. (Indoor Smoking Act), smoking is prohibited in all enclosed places of public access and publicly owned buildings and offices, including work places. It is the policy of the Town to prohibit smoking in all locations, vehicles owned by the Town, and off-site meetings sponsored by the Town.

Smoking is only allowed during break and/or lunch periods in designated smoking areas approved by the Town Manager and located outside and away from Town owned buildings and vehicles.

Disciplinary action will be taken according to procedures outlined in this manual for an Employee who smokes in a no-smoking area.

28. Use of Town Assets

All Employees are expected to exercise due care when operating Town equipment and to exercise reasonable restraint when using Town supplies. Any Employee misusing equipment or expropriating supplies, funds, or other assets shall be subject to disciplinary action, including suspension or termination upon the recommendation of the Department Head, in consultation with the Town Manager, upon approval of the Select Board, and subject to a proceeding at law to recover Town losses.

Employees who are assigned a Town vehicle to drive to and from the work place shall use the vehicle for Town business only. Personal errands or use are not permitted except for very brief stops enroute to and from home. Vehicles will not be taken out of Town except on official Town business.

Town owned equipment is to be used by Town of Plymouth Employees for public purposes to include the business of the Town and other governmental entities within the Town. The Select Board does not encourage the use of Town owned equipment by anyone other than Town Employees, for Town purposes. The intent is to govern the rental and civic uses when they do occur.

It is the responsibility of the individual assigned a vehicle to ensure that the vehicle is properly cleaned and maintained as needed – at the Town's expense. It is recommended that all vehicles, at a minimum, are washed and vacuumed as appropriate to the needs of the vehicle. Employees found not maintaining assigned vehicles appropriately may be subject to disciplinary actions.

Any rental of Town equipment under the operation of a Town Employee must be by prior approval of the Department Head. Records must be kept and submitted to the Select Board's office for proper billing and accounts receivable bookkeeping.

Any civic use of Town owned equipment under the operation of a Town Employee, must be by prior approval of the Department Head. Department Heads will write

a brief description/explanation of the event to be filed ASAP with the Select Board's Office.

Any use of Town owned equipment by a non-Employee requires prior approval of the Select Board.

29. Seat Belt Policy

The Town of Plymouth Select Board are concerned about Employee safety and recognize that the use of seat belts in motor vehicles has proven to be a positive factor in the reduction of personal injury when a vehicle accident occurs.

The NH Administrative Rules for Public Employee Safety and Health Labor 1403.43 require wearing of appropriate personal protective equipment. The Town has determined that Seat belts are considered to be personal protective equipment; therefore, Town Employees are required to use seat belts while on Town business.

Policy

- All Town of Plymouth Employees are required to wear seat belts while operating or riding in any vehicle while on Town business. This applies to personally owned vehicles, as well as the vehicles of others.
- Passengers in vehicles operated by Town personnel while on Town business are required to wear seat belts. Clients transported in police vehicles shall wear seat belts unless fastening the belt would place the officer in danger.

This policy shall not apply in the use of vehicles in which the manufacturer has not installed seat belts.

Town Employees are prohibited from disengaging or disarming automatic seatbelt systems/alarms.

Violations of this policy may subject the Employee to disciplinary action as outlined in Section G.

30. Motor Vehicle Violations

30.1 Notification

All Employees who operate Town vehicles are required to notify the Department Head of any and all motor vehicle violation convictions or pleas of "nolo contendere" within 72 hours of the plea, conviction or finding of "not guilty." Such notification shall be in writing.

30.2 Failure to Notify

Employees who fail to notify as described above may be disciplined, up to and including immediate termination.

30.3 Motor Vehicle License Revocations or Suspension

30.4 Notification

All Employees who operate Town vehicles are required to notify the Department Head of any license revocations or suspension on the next working day following receipt of the notice of revocation or suspension. Such notification shall be in writing and shall include a copy of the notice of revocation or suspension.

30.5 Operation After Revocation or Suspension

No Employee may operate a Town vehicle while his or her motor vehicle license is under revocation or suspension.

30.6 Failure to Notify or Operation after Revocation or Suspension

Employees who fail to notify as described in 30.2 and 30.4 may be subject to immediate termination of employment.

30.7 Collision

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

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

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

30.8 Use of Cell Phones and PDAs

Except to report an emergency, the use of handheld cell phones or personal digital assistants to make calls during the operation of a Town vehicle or while driving a personal vehicle on Town business is prohibited by State statute. Failure to adhere to this policy could result in disciplinary action. Hands-free headsets are

acceptable. It is strongly recommended, however, that the operator pull over to the side of the road prior to using the cell phone.

Drivers may not use their handheld phones or other personal digital devices in any other manner, including but not limited to making or receiving calls (without a hands-free headset); sending, viewing or receiving text or voice messages of any kind; checking time; looking up information contained on phone or personal digital devices while operating a Town vehicle, while operating any vehicle on Town related business, or while operating any Town machinery or equipment with the exception of police and fire personnel who may receive work-related calls in their official capacity.

31. Non-Solicitation

The Town prohibits the solicitation for any cause or distribution of any unauthorized literature on Town premises. The Town prohibits the following:

- Solicitation by Employees on Town premises during working time;
- Distribution of literature by Employees on Town premises in non-working areas during work times;
- Distribution of literature on Town premises in working areas at any time; and
- Solicitations or distribution of any literature for any purpose at any time by non-Employees on Town premises.

Work time does not include meal breaks or authorized breaks. Work time does include the working time of both the Employee doing the soliciting or distributing and the Employee being solicited and receiving the distribution.

32. Media Contact

The Town acknowledges that our Employees and the public have a genuine and legitimate interest in the Town's operations. The Town also recognizes that the news media plays a vital role in our community. Therefore, the Town will make every effort to disseminate information about the Town and its performance in a factual, accurate and timely manner when approached by the news media.

It is the policy of the Town that Employees report all contact from/with the media to the Town Manager. Only the Town Manager, the Select Board, Department Head or their designees may address matters related to Town with the media.

33. Hazardous Materials & Substances

It is the Town's goal to have a workplace free from injury. The Town inspects the workplace to evaluate and determine any risk of injury and takes corrective action wherever appropriate. The Town also relies on its Employees to see to it that their workplace is free from safety hazards. Any Employee who sees a situation that could be a safety concern must report the problem to the Department Head or Town Manager immediately.

Due to work requirements, hazardous substances may be in the workplace. Notices of hazardous substances will be clearly marked with a "WARNING" sign, near the substance itself along with information about the substance that will include at a minimum, hazards of exposure, safe use of the substance, procedures for cleaning up spills, etc. applicable Material safety data sheets are readily available to Employees from Department Heads.

All Employees working with hazardous substances will receive training in the proper handling of the substance and will be provided with the necessary safety equipment for the handling of any hazardous substance.

34. Physical Security

This policy establishes basic guidelines and procedures for physical security at the Town. The Town's goal is to ensure the safety of all Employees and the security of Town property and equipment. This policy applies to all Town Employees, whether full-time or part-time.

Security, like safety, is the responsibility of everyone. Common sense, self-awareness and adherence to the procedures in this policy will help to ensure the security of people, property and information.

Under no circumstance should anyone who is not a Town Employee be in non-public areas without a Town Employee present except by permission of the Select Board, Town Manager or Department Heads.

Employees in some instances may be issued keys to Town facilities. It is the responsibility of the Employee to keep track of, and bring his or her keys when reporting to work each day. It is also the responsibility of the Employee to report the loss of a key to their supervisor immediately upon discovery of its loss. Under no circumstance should any Employee attempt to duplicate a key. Under no circumstance should any Employee trade or loan their keys to another Employee or any other individual.

All key(s) issued remain the property of the Town and must be returned upon request or upon termination of employment. All keys should be returned directly to their supervisor.

If a suspicious letter or parcel is found, Employees should immediately contact their supervisor.

All personal threats are serious and will be considered as real. When a personal threat is received, Employees should immediately notify their supervisor. Any threat will be dealt with quickly and discreetly as possible.

35. Workplace Violence

The Town strives to provide a safe workplace for all Employees. To help ensure a safe workplace and to reduce the risk of violence, all Employees should review and understand all provisions of this policy.

35.1 Prohibited Conduct

The Town does not tolerate any type of workplace violence committed by or against Employees of the Town. All Employees are prohibited from making threats or engaging in violent activities.

This list of behaviors, while not inclusive, provides examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another Employee;
- Possession of a weapon while on company property or while on Town business;
- Committing acts motivated by, or related to, harassment, including sexual harassment.

Domestic violence also poses a threat to the individual Employee, their family and the workplace. Please contact a local hotline and or the Town Manager so that the Town may assist in getting help.

35.2 Reporting Procedures

Any potentially dangerous situations must be reported by an Employee immediately to their supervisor. All reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be counseled and the results of investigations will be discussed with them. The Town will actively intervene at any indication of a possibly hostile or violent situation in the workplace.

36. Electronic Communications Policy

36.1 Purpose

Town provided computers, mobile devices, telephones, email, voicemail, facsimile, and all accompanying systems are valuable resources for the success of the Town of Plymouth and for our Employees. These resources are the Town's property and it is the Employee's responsibility to ensure that these resources are used for proper business purposes and in a manner that does not compromise the confidentiality of the Town confidential or other sensitive information. Employees shall have no expectation of privacy in the use of such Town property. This policy applies to each and every Employee of the Town, and to any other person who uses the Town's computers, mobile devices, cell phones, email, telephones,

voicemail or other systems. For simplicity, these will be referred to collectively as Communication Systems.

36.2 Prohibited Use of the Communication Systems

Employees are asked to refrain from using Town computers, mobile devices, cell phones, e-mail systems, and Internet access accounts for personal reasons. Employees that browse Internet web sites should please be aware that their activities are monitored, without prior notice and without any advance warning apart from this policy. Further, the Town prohibits certain activities, which are not appropriate in a professional business environment. While it is impossible to list every type of activity that would be considered an improper use of the Town's Communication Systems and is therefore prohibited, the following are some specific examples of activities that are not permitted:

- Use in violation of any other Town policy;
- Downloading unauthorized software, songs, movies;
- Utilizing bandwidth-intensive Internet-based services such as music/MP3 sites and streaming music and or video;
- Using the Town's Communication Systems resources for any unlawful purpose or to store or transmit unlawful material. Examples of unlawful materials include child pornography, libelous and defamatory material, and copyrighted, trademarked, and other proprietary or confidential material used without proper authorization from the owner of the rights thereto;
- Transmitting, retrieving, downloading, printing or storing messages or images that are offensive, derogatory, off-color, sexual in content, or otherwise inappropriate in a business environment;
- Clicking on links in unsolicited emails;
- Using the Town's Communication Systems to unlawfully harass other Employees, Town Officials or Board members or members of the public, including making remarks regarding age, sex, color, marital status, familial status, physical or mental disability, religion, national origin, sexual orientation, gender identity or expression, pregnancy, childbirth or related medical condition, genetic status, veteran status or any other legally protected status in violation of the Town's Anti-Harassment Policy, including making remarks which are derogatory or defamatory toward any person; making remarks that could be construed as harassment, including sexual harassment;
- Using threatening, obscene or abusive language in connection with the use of the Town's Communication Systems;
- Disclosure of an individual's personal information without appropriate authorization;
- Transmission of highly confidential or sensitive Employee health-related information, e.g., HIV status, mental illness, chemical dependency and workers compensation claims;
- Forwarding of email from legal counsel or the contents of that mail, to individuals outside of the Town without the express authorization of counsel;

- Using the Town's Communication Systems to pursue a business not part of the general business of the Town;
- Gambling or wagering;
- Storing or transmitting programs containing viruses, worms, Trojan horses, or tools to compromise the security of the Town or other sites with the exception of materials used in the course of the Town's business;
- Leaving Town owned Communication Systems unattended in a car; Report lost or stolen equipment immediately to your Department Head;
- Discussing the confidential information on any part of the Communication Systems that is publicly accessible. Transmitting to any third person confidential information without written permission from the Town;
- Participating from any Town Communication System or network in chat rooms, bulletin boards, e-mail discussions, personal websites or web logs (BLOGS) in any manner except for a specific business-related reason.

Due to technology advancements, this list is subject to change. If uncertain don't assume it is permissible. Check with your supervisor first.

All confidential electronic files, such as personnel information and welfare, will be excluded from access other than by individual PC units within approved departments.

36.3 Telephone Use

We recognize that there may be times Employees must use the Town telephones. However, to avoid overloading existing lines and interfering with essential operations, personal telephone calls, either outgoing or incoming, should be kept at a minimum and should be made, wherever possible, from personal cellular phones. Personal toll calls are not permitted on office telephones.

36.4 No Presumption of Privacy

Communications on the Town's Communication Systems are not private and security cannot be guaranteed. Employee email communications are not private despite any such designation either by the sender or the recipient. Users shall have no expectation of privacy with respect to anything they create, store, send or receive in connection with their use of the Town's Communication Systems. This includes no right to privacy while accessing social media at work or on Town provided-owned equipment. Passwords and user IDs are designed to protect the confidential, and/or private information from outside parties, not to provide users with personal privacy in the messages. All data in the Town's Systems may be accessed, monitored or reviewed by the Town even if the information has been deleted, or has been entered into the system on a "confidential" or "personal" basis. The Town reserves the right to disclose the contents of any such material for any purpose and to any person the Town's management deems appropriate or desirable. Any Employee who uses their own equipment to connect to the Town from outside the Town premises or from home should know that any communications that are delivered to or sent through the Town's Communication

Systems may leave copies behind on the Town system, are not private and are subject to all of the terms and provisions of this policy statement. Employees should also be aware that system-wide back-ups are routinely made, meaning that deleted messages may be recovered and reviewed. If Employees wish to communicate privately, do not use the Town's Communication Systems.

36.5 Other Town Property

Please realize that additional equipment used in the scope and course of employment such as the Town's storage devices (desks, offices, etc.), may also be subject to monitoring. If concerns arise regarding improper usage of any Town property, misconduct will be dealt with as appropriate, up to and including termination. Upon the termination of employment, an Employee is to return all equipment to the Town. An Employee should not delete any business-related files from the equipment before it is returned to the Town, so all business files, including but not limited to address lists, contact files, should remain on the computer.

36.6 Copyrights

Infringement of copyrighted materials is prohibited. There will be no software copying by Employees as this is against the law. Employees on the Internet may not transmit copyrighted materials. Users are not permitted to copy, transfer, rename, and/or delete information on programs belonging to other users unless given express permission by the owner. Failure to observe copyright and license agreements may result in disciplinary action by the Town and/or legal action by the copyright owner.

36.7 Security of the Communication Systems

It is vital that all Employees maintain the security of the Town's Communication systems, including Town laptops, to protect it from third party intrusions. Therefore, please keep login protocols and passwords confidential and do not disclose passwords to anyone who is not an Employee of the Town. Please do not install any software programs or applications on a computer in our office or a Town provided mobile device or cell phone, unless it has been pre-approved by your supervisor.

- No Employee should give out his or her password to anyone other than Town Manager.
- Passwords should follow network security guidelines, be at least 7 characters, and have a combination of lowercase, uppercase, and numbers or symbols.
- Passwords do not guarantee confidentiality.
- No Employee should leave their computer unattended while logged in. For example, when leaving for lunch, the Employee should lock their computer or log off.
- If an Employee believes their password has become known to any other person(s), they are required to request a new password immediately.

36.8 Social Media Usage

Do not represent yourself as the Town on any social media website (including, but not limited to, Twitter, Facebook, Myspace, blogs and forums) without express permission from a supervisor. In addition, be aware that anything you say online may be publicly accessible and professionalism and courtesy are always recommended.

37. Personal Appearance and Conduct

An Employee is a representative of the Town both inside and outside of the office. Conduct and appearance shall reflect the high standards of the Town. During business hours, Employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions.

38. Ethics Policy

It is the policy of the Town of Plymouth to uphold, promote, and require the highest degree of ethical conduct from all of its Employees and officials, whether elected or appointed. Accordingly, all Town Employees and members of Town Boards, Commissions, and Committees should maintain the utmost standards of personal integrity, truthfulness, honesty and fairness in carrying out their public duties, avoid any improprieties in their roles as public servants, and never use their Town position or powers for improper personal gain. Employees are required to refrain from engaging in any activities that create a conflict or the appearance of a conflict of interest. Examples of conduct and behavior that would violate this policy include, but are not limited to, the following:

- Investing in any of the Town's vendors or suppliers (unless the securities are publicly traded and the investments are on the same terms available to the general public, and not based on any inside information), or having any financial interest in a vendor or supplier that could cause divided loyalty or even the appearance of divided loyalty.
- Receiving any gifts or favors in any amount or value from members of the public, or from any Town vendors or suppliers.
- Using directly or indirectly, Town funds, assets, or other resources for any unlawful goal or purpose.
- Engaging in practices that violate federal, state or local laws or ordinances. For example, RSA 95:1 prohibits any appointed or elected public official at the municipal level from providing goods or services to or purchasing goods or services from the municipality they represent in excess of \$200 unless they have done so through an open competitive bidding process.

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

39. Performance Evaluations

Each employee shall initially receive a six-month performance evaluation with annual evaluations thereafter on the anniversary date of hire or promotion. Evaluations are intended to document and/or influence the performance of employees. Interim evaluations may be conducted at any time as deemed appropriate by the department and are encouraged to record significant performance events. Evaluations are to be as objective in nature as possible and may be appealed to the Town Manager, but are not subject to the grievance procedure, except that any disciplinary action associated with the evaluation process may be grieved in accordance with Section G – Dispute Resolution and Discipline Policy.

SECTION G - DISPUTE RESOLUTION AND DISCIPLINE POLICY

40. Voluntary Dispute Resolution Procedure

The Town is firmly committed to the belief that undisclosed problems will remain unresolved and eventually lead to a decay of work relationships, dissatisfaction in working conditions, and a decline in operational efficiency. The Town wishes to solve problems quickly, fairly and as informally as possible. If you feel you have a problem, you should present the situation to your direct supervisor so that the problem can be settled by examination and discussion of the facts. We hope that the supervisor will be able to satisfactorily resolve most matters.

An Employee who is not satisfied with the supervisor's response is urged to go to the Department Head and again try to resolve the issue. The Town urges every Employee to follow through rather than be dissatisfied. Any complaint will be investigated and the findings and determination reported back to the Employee. Your suggestions and comments on any subject are important to the Town so we encourage you to take every opportunity to discuss them with the Town. Your job will not be adversely affected in any way because you choose to use this procedure. To the extent this voluntary dispute resolution procedure conflicts with or overlaps with a Collective Bargaining Agreement, the Collective Bargaining Agreement shall govern.

41. Disciplinary Policy

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

41.1 Employee Conduct and Work Rules

Any group of people who have come together for a common purpose must have rules that promote consistency, harmony, and support the objectives and missions of the Town. There are certain standards of common honesty and decent behavior that all Employees are expected to follow. The Town believes that the following rules, which are not set out in any particular order, are necessary and reasonable for the proper conduct of Town business. While no list of rules can be all inclusive, the following areas, are expressly described to guide you in the recognition of certain behaviors which are clearly prohibited and which can result in disciplinary action, up to an including discharge.

- Performance problems;
 - Neglect in the performance of duties required by or assigned to the position held;
 - Refusal or inability to perform such duties;
 - Disregard for, or violations of State or Federal laws, or Town policies or regulations;
 - Misuse, misappropriation, negligence or destruction of Town property, or conversion of Town property, credit or good will, to the Employee's personal use or gain;
 - Violation of reasonable or official orders, refusal to carry out lawful and reasonable directions of a supervisor, or other acts of insubordination;
 - Dishonesty or other unsuitable conduct adversely affecting the Town's services or effective job performance;
 - Repeated tardiness or absence from duty without proper approval;
 - Conduct off the job of a criminal nature which affects the Employee's ability to perform his job or reflects negatively upon the Town;
 - For positions with duties involving the use of vehicles, the loss of a driver's license;
 - Use of intoxicating beverages or abuse of drugs or other controlled substances or the illegal use of prescription drugs, either while on duty, or otherwise so as to interfere with effective job performance. Persons on call back who have used alcohol or controlled drugs shall refuse the call back, if it will interfere with effective job performance;
 - Uncivil or discourteous attitude or conduct, or the use of indecent or slanderous language toward the public or fellow Employees;
 - Discrimination, sexual or other unlawful harassment, and inappropriate conduct in violation of Town policies;
 - Fighting or creating a threat of violence in the workplace, possession of any kind of unauthorized weapons on Town property;
 - Violation of safety regulations or endangering the health or safety of other persons;
 - Repetition of avoidable mistakes to a point that the mistakes demonstrate a disregard for the Town's interest;
 - Negligence in the performance of duties which conflict with the Town's interest;
 - Excessive use or other improper use of a Town telephone, facsimile, computer, e-mail, and copier for personal purposes;
 - An act or omission which impedes, injures or hinders progress, welfare, efficiency or the good name of the Town; or
 - Any other conduct for which discipline or termination is warranted.
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SECTION H - SEPARATION

42. Separation Process

Regular Employees terminating service with the Town will be entitled to all earned compensation and vacation or equivalent wages, provided that proper notification is given.

Written notice of resignation must be submitted at least 2 weeks in advance, or as stated in an individual memo of understanding or contract.

Payment due under separation will be paid at the next scheduled payday. Employees who are dismissed will receive final paycheck including all amounts owed them within 72 hours from dismissal.

43. Layoff

The Town reserves the right to lay off any Employee without discredit to the Employee, if circumstances dictate that such layoff is necessary for the Town's best interest. The Town Manager shall make decision that such layoff is necessary.

Employees shall be laid off within pay groups affected based on the most recent annual performance evaluation. If merit, ability and capacity are equal, length of service shall be the determining factor.

An Employee, if qualified therefore, shall be offered a lower paid position if a vacancy in such a position exists. Acceptance of such a position shall in no way prejudice the Employee's return to his or her former position, should rehiring occur.

44. Retired Personnel

Retired personnel may continue to carry health insurance coverage through the Town's group insurance program. Retired personnel must remit the full payment monthly for this benefit to the health insurance carrier.

"Retired personnel" for the purpose of this section shall mean those Employees who have retired under the Town's Retirement System and/or have retired after being in the employ of the Town for 20 years.

SECTION I - DEFINITIONS

45. Definitions

Wherein used, the following terms and words shall be defined as indicated below:

APPOINTING AUTHORITEES - The Select Board and/or Town Manager are is the appointing authority for classified positions other than those appointed by the Library Board of Trustees.

APPOINTMENT - The designation of a person as an Employee of the Town and their induction into a classified position, on either a temporary (part-time or full-time), seasonal or regular (full- time) basis.

COMPENSATION - The salary, wages, fees and all other forms of valuable consideration earned or paid to any Employee of the Town by reason of service in the position, but does not include allowances for expenses authorized and incurred as incidents to employment.

DEMOTION - The change of an Employee from a position in one class to a position in a class having a salary range with a lower maximum rate of pay.

DISMISSAL (Discharge) - Involuntary separation of an Employee resulting from disciplinary action, inability to perform the duties of the position or other causes.

ELIGIBLE - A person who has met the minimum qualification requirements established for a position or has met the requirements established to receive benefits from the Town.

EXAMINATION (Selection Device) - Any test of fitness used to evaluate the ability of applicants to perform the duties of a position. (Example: oral board, written test, performance test, physical test, and psychological examination)

INCUMBENT - An Employee currently occupying a specific position.

INITIAL EVALUATION PERIOD - A working test period, following initial appointment or promotion during which an Employee is required to demonstrate by conduct and actual performance of the duties, his or her fitness for the position to which he or she is appointed.

JOB DESCRIPTION - The written description of the duties and responsibilities of a class of positions along with its qualification requirements.

LAYOFF - Involuntary separation of an Employee resulting from a reduction in force due to lack of work, lack of funds or abolishment of the Employee's position.

LEAVE - A period of authorized absence during which an Employee does not work, but is still considered to be in the employ of the Town. Leaves may be authorized with or without compensation.

PERSONNEL ACTION - All activities affecting any aspect of an employee's status. Includes appointments and changes in appointments, original hiring, re-employment, transfer, promotion, demotion, changes in hours, reassignment, resignation, suspension, dismissal, and placement in leave status.

POSITION - A regularly established job in the classified service of the Town.

PROMOTION - The change of an Employee from a position in one grade to a position in a grade, which provides a higher maximum rate of compensation.

RESIGNATION (Termination) - Separation of an Employee from Town employment by his or her own voluntary act.

RETIREMENT - Separation of an Employee in accordance with the provisions of any retirement system under which an Employee is eligible to receive benefits.

SEPARATION - Separation or the termination of an Employee from employment by the Town through retirement, resignation, layoff or dismissal.

SUSPENSION -An enforced leave of absence for disciplinary purposes or pending an investigation of charges made against an Employee.

TOWN - The Town of Plymouth Local Government

TRANSFER - A shift of an Employee from a position in a grade in one department to another position in the same grade in another department or to a different grade in another department.

SECTION J - ADOPTION

46. Adoption

The Town of Plymouth Personnel Policies will become effective upon adoption by the Select Board.

Revised and adopted on June 13, 2022.

Town of Plymouth Select Board:

Zach Tirrell
William Bolton
Maryann Barnsley
Ted Wisniewski
Neil McIver

Appendix

CDL Drug and Alcohol Testing

Employees of the Town who are required to have a Commercial Driver's License (CDL) as part of their jobs are subject to drug and alcohol testing as required by the U.S. Department of Transportation through the Federal Highway Administration ("FHWA"). CDL Employees, in addition to Reasonable Suspicion and Post Accident testing, shall be subject to Pre-employment testing, Random testing and Return to Work testing.

TESTING

Drug and Alcohol Testing

A test under this policy is a urinalysis (for drugs) and an evidential Breathalyzer test (for alcohol) administered under approved conditions and procedures conducted for the sole purpose of detecting drugs and alcohol. Other FHWA approved methods to detect the presence of alcohol may be added later, including blood/alcohol and saliva tests. The test will be conducted by a Town appointed medical laboratory and paid for by the Town.

A CDL Employee ordered to submit to a test or an applicant for employment directed to test by the Department Head shall not refuse. A refusal will equal a positive test. Following authorization for reasonable suspicion or post-accident drug testing, the supervisor or other authorized person will transport the Employee, as necessary, to the designated test site.

Pre-Employment Testing

The Town requires that drug tests shall be conducted before applicants for a position with the Town that is required to have a Commercial Driver's License (CDL) after an offer to hire but before CDL functions are performed for the first time. Testing is also required when Employees transfer to a CDL Position. The test will be administered after a conditional offer of employment has been made and before any tentative start date. All offers of employment or transfer to a CDL Position shall be subject to a negative drug test result under this category.

This test will be conducted under the SAMHSA (Substance Abuse Mental Health Services Administration) standards and protocols. The test will involve an unobserved urine sample collection for drug testing. All urine drug testing will be conducted by a SAMHSA certified laboratory.

A positive test will exclude an applicant from being hired or transferred.

Reasonable Suspicion

"Reasonable Suspicion" is a belief based on objective facts sufficient to lead a reasonable person to suspect that an Employee is under the influence of drugs or alcohol so that the CDL Employee's ability to perform the functions of the job is impaired or that the Employee's ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:

- Slurred speech;
- Irregular or unusual speech patterns;
- Impaired judgment;
- Alcohol odor on breath;
- Uncoordinated walking or movement;
- Unusual or irregular behavior such as inattentiveness, listlessness, hyperactivity, hostility or aggressiveness;
- Possession of alcohol or drugs;

Random Testing

During the calendar year, 50% of CDL holders will be tested on a random basis for the presence of drugs and 25% for the presence of alcohol. Approximately quarterly, although testing could occur anytime during the year, names of CDL holders will be drawn randomly to select individuals for drug and alcohol testing. These individuals will be scheduled for testing. All individuals will be required to go to a collection site for drug and alcohol testing. No advance warning will be given to Employees regarding the date and time of the random test.

Post-Accident

Post-Accident drug or alcohol testing is testing based on an accident or observation of unsafe work practices when the CDL Employee's performance either contributed to an accident or cannot be discounted as a contributory factor to an accident or based on an accident which could have reasonably resulted from an employee performance. Any accident involving a Town vehicle must be reported as soon as possible by the Employee to his/her supervisor. The supervisor should investigate the circumstances of the accident and determine if there is reasonable suspicion to require a drug and alcohol test. A CDL Employee shall have a drug or alcohol test when the Employee is involved in a workplace accident and if there is reasonable suspicion that the Employee caused or contributed towards the cause of the accident. In addition, testing is mandated in the following circumstances:

- A) An accident that has resulted in the loss of human life.
- B) An accident in which the CDL driver receives a citation and there is an injury requiring medical attention away from the scene of the accident.
- C) An accident in which the CDL driver receives a citation and any vehicle in the accident must be towed from the scene.

A post-accident drug and alcohol test should be completed immediately. Drug testing must occur no later than 32 hours after the accident. Alcohol testing must occur no later than 8 hours after the accident. In the instance of a CDL driver, if more than two hours elapse before an alcohol test is administered, the Town is required to prepare and maintain on file an explanation of why a test was not

promptly administered for the FHWA. If alcohol testing is not administered within 8 hours following the accident, the Town shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

A driver is prohibited from consuming alcohol for 8 hours after an accident or until he/she has taken a drug and alcohol test.

Note: a police officer investigating an accident has legal authority under certain circumstances to order a blood sample to be taken for drug and alcohol testing.

Return to Work Testing

When a CDL Employee has tested positive for drugs or alcohol during a random or post-accident test the provisions in the section below on Discipline and/or Treatment/Rehabilitation will apply. In addition, the following specific rules apply in the case where the Employee's employment has not been terminated as a result of the positive test results:

- Employees will be referred to the Employee Assistance Program or to the Substance Abuse Program as part of their return-to-work requirements.
- The Employee must comply with any recommended rehabilitation.
- The Employee must have a negative retest before being permitted to return to work.
- Unannounced follow-up tests will be conducted at least 6 times within the first 12 months after an Employee returns to work. The follow-up tests will be at the expense of the Employee.
- Testing may be extended for a period of up to 60 months after return to work.

Procedures:

The laboratory shall test for the following:

Amphetamines/Methamphetamines and Ecstasy (MDMA)
Cocaine
Opiate Metabolites
PCP (Phencyclidine)
THC (Marijuana)
Alcohol*

*Tested through an evidential Breathalyzer instrument at a level of .02 alcohol/breath concentration or greater, expressed in terms of grams per 210 liters of breath.

Pre-Duty Use of Alcohol

CDL Employees are prohibited from consuming alcohol for 4 hours before going on duty or before operating a commercial motor vehicle. This regulation from the FHWA applies to scheduled shifts and all callout situations. If an Employee cannot meet this requirement, it is his/her responsibility to tell their supervisor, or person initiating the callout, that they cannot report to work.

Impairment

The supervisor shall directly observe the Employee's behavior and document in writing the facts constituting reasonable suspicion. When circumstances permit, a second person shall also observe the Employee to verify that there is a reasonable basis to believe that drug or alcohol impairment may be present. If possible, the supervisor shall question the Employee with regard to the situation. When a determination is made that an Employee may be impaired because of drug or alcohol use, the Employee shall be relieved of his/her duties and placed on paid leave status.

The supervisor shall immediately notify the Department Head. Upon review, the Department Head may authorize testing. In no case shall the time for review exceed two hours.

The individual shall appear at the designated test site at the time instructed by the Department Head.

A "Positive" drug test result includes all of the following:

- A verified positive;
- Refusal to allow or appear for a test;
- Adulterated or Substituted tests;
- Inability to provide a medical explanation for a "shy bladder" or "shy lung";
- Failure to cooperate in any way with the testing process;
- Admits to the collector that he or she adulterated or substituted their specimen;
- Behaves in a confrontational way that disrupts the collection process;
- Fails to follow the "Observer's" instructions to raise and lower their clothing and to turn around to permit the observer to determine if the Employee has a prosthetic or other device that could be used to interfere with the collection process; or
- Refuses to wash his or her hands – after being directed to do so.

Any Employee receiving a "shy lung" or "shy bladder" report from a Medical Review Officer, (MRO) will need to acquire a medical explanation of his/her doctor explaining why they cannot physically produce enough air for Breath Alcohol Testing or enough urine for a Drug Specimen Collection.

Evaluation of Legal Drug Use

The subject (Employee or applicant) will be interviewed by testing personnel prior to the sample collection to determine whether the subject is currently using drugs under medical supervision and/or taking over-the-counter medications which might reasonably impact the test.

In the case of prescriptive drug use that may affect an employee's ability to perform his/her job safely, the Town will require the subject to provide, by the next scheduled work day, a bona fide verification of a valid current prescription for the

drug identified. The applicant shall be dropped from eligibility or the Employee will be subject to disciplinary action when:

- (a) Verification of a valid prescription is not provided and the Employee has not previously notified his or her supervisor;
- (b) The prescription provided is not in the subject's name.

Specimen samples shall be sealed and labeled. Samples shall be stored in a secure and refrigerated atmosphere. A large enough sample will be taken to allow for a second, follow-up test.

Any sample that has been adulterated or is shown to be a substance other than urine shall be reported as such. Any applicant or Employee providing false information about a urine or breath specimen or who attempts to contaminate such sample shall be subject to removal from consideration for hiring or terminated.

Results of Drug Testing

All laboratory results will be reported by the laboratory to an MRO designated by the Town. The MRO will review the results of the test and determine if the sample contains any illegal drug, legal drug or alcohol at levels that would cause impairment or reveal its use in an illegal manner. The MRO will also review the medical history made available by the subject when a confirmed positive test could have resulted from a legally prescribed medication.

The results shall be forwarded immediately to the Town for further review. The Department Head will send a copy of the drug testing results to the Employee's home address upon request.

Positive Results

When there is a confirmed presence of alcohol at the .04 level or greater or any legal drug, for which in the opinion of the Town no reasonable explanation or proof is provided, the subject shall be deemed to have failed the test. The CDL Employee shall be subject to disciplinary action as outlined in the personnel policies of the Town up to and including termination.

In addition, when there is a confirmed presence of alcohol at the .02 level or greater, the Employee is deemed unable to safely operate a motor vehicle, operate machinery or perform safety-sensitive work. If these tasks are part of an Employee's job (in the opinion of the supervisor), he/she shall be considered unable to work and will be sent home for the remainder of his/her work shift. The individual shall be required to take leave without pay. The Employee shall not be permitted to take sick leave or vacation time. The Employee shall return to work after a period of 24 hours or at the beginning of their next workday or shift (whichever period is greater). Under this policy, a Breathalyzer test of between .02 and .39 would be considered a positive test and may result in further disciplinary action other than taking leave without pay for the remainder of his/her work day(s) or shift.

Notification

Job Applicants

In the case of job applicants for CDL positions, the Town shall notify the applicant. An opportunity to have the original urine sample retested at the applicant's expense shall be afforded. The applicant must request a re-test within 72 hours. If there is a confirmed positive retest, the Department Head shall remove applicant from eligibility for hire.

Employees

The Town shall advise the Employee of the positive test result. The Employee shall be afforded the opportunity to have the original urine sample retested. Retests must be requested within a period of 72 hours after notification of an initial positive test by the Department Head.

Retesting of Employees

The original lab (at the Town's expense) will do a re-test unless the Employee wishes to pay for a re-test at a different laboratory. The second test must be done by a SAMHSA certified lab. If the Employee declines a re-test, or, the re-test confirms the results of the initial test, the Department Head shall be notified. The Department Head shall make a determination of appropriate action to be made.

Discipline

As with any issue of Employee misconduct, an appropriate investigation and assessment of circumstances needs to be made with guidance from the Department Head and the Appointing Authority. Advice from medical professionals may be sought. A decision to refer for substance abuse evaluation, treatment and/or discipline may be made depending on the nature and severity of misconduct, the Employee's work history, and other pertinent facts and circumstances. In certain situations, follow-up drug testing may be recommended and conducted to ensure the Employee remains drug and alcohol free. Rehabilitative treatment and follow-up testing shall be the financial responsibility of the Employee.

A referral for evaluation by a substance abuse professional is mandatory for CDL holders when there is a positive test. The evaluation by the substance abuse professional shall be the financial responsibility of the Employee. Any disciplinary action will be carried out in accordance with Town Personnel Policies.

Negative Test Results

Employees who have been tested for drugs and alcohol, where no substance abuse was found, shall receive notice of such findings from the Town. A copy of this notice and a record of the negative results shall be placed in a confidential folder in a separate, secured file maintained by the Human Resource. In the case of job applicants, the Department Head shall notify the Appointing Authority that the applicant is clear for hire.

Confidentiality

Laboratory reports of positive test results shall not appear in an Employee's general personnel folder. Information of this nature will be placed in a separate confidential medical folder that will be maintained by the Human Resource Director.

The positive reports or test results shall be disclosed only on a need-to-know basis. Disclosures without Employee/applicant consent, may also occur when: (1) the information is compelled by law or by judicial or administrative process; (2) the information has been placed at issue in a formal dispute between the Town and the Employee; (3) the information is to be used in administering an Employee benefit plan such as for drug or alcohol treatment; (4) the information is needed by medical personnel for the diagnosis or treatment of the patient (Employee) who is unable to authorize disclosure.

No records containing information required by this policy will be released except as provided as follows:

- Upon written request of the Employee.
- Upon written authorization of the Employee, records will be disclosed to a subsequent employer subject to use as specified by the Employee.
- Upon specific, written authorization by the Employee, records will be released to an identified person, for use only as specified by the Employee.

Records may be disclosed to a decision-maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the Employee, including, but not limited to, a worker's compensation, unemployment compensation or other proceeding relating to a benefit sought by the driver.

Independent Contractors. Independent contractors and their Employees who must hold a CDL for the contracted activity are subject to the requirements of 49 CFR Part 382 and are responsible for compliance with that and related laws. The Town will not provide or pay for tests, evaluation or rehabilitation for independent contractors or their Employees. The Town shall make compliance with the law a condition of any contract which requires a CDL driver.

Record Retention Requirements

The Town shall maintain all records related to drug and alcohol testing for each Employee in a secure location with controlled access. The Town shall keep all documents sent by the laboratory or the collection site.