



TOWN OF HENNIKER

PERSONNEL POLICIES

AND

PROCEDURES MANUAL

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Town of Henniker
PERSONNEL POLICES AND PROCEDURES MANUAL

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INTRODUCTION

The policies outlined in this Manual should be regarded as guidelines only, which may require changing from time to time. The Town of Henniker retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town of Henniker. This Manual supersedes and replaces any and all prior Personnel Policies of the Town of Henniker.

This Manual also summarizes the current benefit plans maintained by the Town of Henniker for eligible employees and those elected officials eligible per town meeting vote (Town Clerk & Tax Collector 1990) to participate in the benefit plans afforded town employees. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan documents and summary plan descriptions will control rather than the summaries contained in this Manual. The Manual (and other plan documents) are not contractual in nature and do not guarantee any continuance of benefits.

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

Please be aware that the Town of Henniker 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 If and when provisions are changed, the employee will be given replacement pages for those that have become outdated. A copy will also be placed on department bulletin boards.

SCOPE OF POLICIES

These policies apply to all Town employees who have been hired by the elected or appointed officials to assist them in administering the daily business functions of the Town.

The Town of Henniker considers its personnel to be its most valued resource in delivering efficient services to the citizens of Henniker. It is therefore of paramount importance and in the best interest of the Town to attract, hire, and retain quality employees. It is essential that policies and procedures are implemented to standardize personnel administration, create consistent lines of communication and provide a clear, fair and uniform system for all Town employees and prospective employees.

CHAPTER 1

DEFINITIONS

The following words and phrases, when used, shall have the following meaning unless otherwise indicated in the text:

1. **Board:** Board of Selectmen. The final hiring, firing and supervisory authority.
2. **Classification Plan:** An orderly arrangement of position in classes of like or similar area of responsibilities and/or duties. Said plan enumerates positions in labor grades and steps, a minimum and maximum range for each class of positions. All positions shall be grouped into classification positions and paid according to established classification steps.
3. **Town:** Town of Henniker, New Hampshire.
4. **Employee:** An individual hired by the board to work for the town. Individual employed by the town may fall into one or more of the following categories:
 - a. **Full Time:** An employee who regularly works thirty-seven point five (37.5) hours or more per week for twelve (12) or more consecutive calendar months, who has satisfactorily completed a probationary period, and whose appointment has been accepted by the board. The customary work week for full time employees is thirty-seven point five (37.5) hours. For fire/paramedic and fire/EMT-I the regular work week is fifty (50) hours. For the police officers the customary work week is 43 hours.
 - b. **Part Time:** An employee who works less than thirty seven and a half (37.5) hours per week for twelve (12) or more calendar months.
 - c. **Temporary/Seasonal:** An employee who works either full time or part time, but for a limited time or irregular basis.
 - d. **Exempt Employees:** An individual who is not eligible for overtime pay or minimum wage regulations because he/she is classified under the category “executive”, “administrative”, or “professional” employee as defined in the Fair Labor Standards Act.
 - e. **Non-Exempt Employees:** An individual who is eligible for overtime or compensatory time off for hours worked in excess of forty (40) hours per week. Police personnel are eligible for overtime or compensatory time off for hours worked in excess of forty-three (43) hours per week, or is otherwise exempt from the Fair Labor Standards Act’s overtime pay or minimum wage requirements.
 - f. **FLSA’s overtime threshold** for fire protection employees is fifty-three (53) hours per seven day work period.
5. **Evaluation:** Written evaluation of the employee’s work performance.
6. **Regular Employee:** An employee who has satisfactorily completed a probationary period.
7. **Probationary Period:** A period of time in which the board or department head observes an employee’s work performance and the employee displays he/she is capable of performing required duties.
8. **Promotion:** A transfer of an employee from a position in one class to a position in another class having a higher salary grade.
9. **Salary Increase:** An increase from one step to the next higher step within a salary grade for the same class of position.
10. **Retirement:** The termination of employment or service upon reaching retirement age; an employee who is eligible to begin receiving State of New Hampshire retirement or Social Security benefits.
11. **Department Head:** Appointed supervisor or manager over other employees and is considered a non-exempt employee as outlined under the Fair Labor Standards Act. This does not include the police chief and fire chief who are exempt along with the town administrator.

[Adopted 6/15/93]

CHAPTER 2

GENERAL OPERATIONS

SECTION 1

Statement of Policy

The purpose of the Personnel Policies and Procedures Manual is to establish procedures that will serve as a guide for uniform administrative practices among the board, employees and administrative staff of the town, and to inform employees regarding the conditions of employment in the service of the town.

This manual explains the governing policies with regard to employment and benefits.

Any questions that you may have about your job, wages, hours or anything connected with your work can be discussed with your supervisor.

Final authority for the administration of the personnel policy lies directly with the town administrator and board of selectmen.

The board may waive any regulation or rule for particular instances; such waiver shall be in writing.

Any changes to the personnel policy by the board shall be submitted to department heads for comment prior to adoption.

Employees shall submit proposed changes to department head/supervisor who will forward recommendations to the town administrator for board's review and consideration. The board shall meet to review the proposed recommendations with the employees prior to making final actions on any proposed recommendations.

Any changes made to this Personnel Policies and Procedures Manual shall become effective ten (10) working days after adoption by the board.

The Henniker police, fire department and rescue squad have adopted standard operating guidelines (SOG's) which apply directly to the operations of those departments. Any SOG's created by a particular department are adopted only as a supplement to the town's Personnel Policies and Procedures manual. The town's Personal Policy and Procedures manual will be enforced as the official document with regard to all cases of the employment for the Town of Henniker. Standard operating guidelines for the Fire, Police and Rescue Squad are the supplement policies and deal with the specific primary regulations for those departments.

SECTION 2

Equal Employment Opportunity

Unlawful discrimination against any person in recruitment, examination, appointment, training, promotion, retention or any other personnel action because of political or religious affiliations, age, sex, race, color, marital status, handicap, national origin, sexual orientation or other unlawful factors will be prohibited. Any person in the employ of the town has the right to appeal to the board in any case of such alleged unlawful discrimination. The overriding goal of this policy is to seek to prohibit unlawful discrimination.

SECTION 3

Americans with Disabilities Act Policy

The Town is committed to providing equal employment opportunities to qualified individuals with disabilities, which includes providing reasonable accommodation to qualified applicants to allow them to perform essential job duties. In general, it is your responsibility to notify the Town Administrator 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 their physician or other medical or rehabilitation professionals to document that the employee has a disability and to assist us in assessing any functional limitations for which a reasonable accommodation may be needed. All medical information will be treated as confidential in accordance with the Americans with Disabilities Act. The Town will take all requests for accommodations seriously and will promptly determine whether the employee is a qualified individual with a disability and whether a reasonable accommodation exists which would allow the employee to perform the essential functions of the job without imposing an undue hardship on the Town or other employees.

[Adopted 10/6/2009]

SECTION 4

Personnel Files

Employees shall have a reasonable opportunity to inspect their personnel files, and upon request, to obtain a copy of all or any part of the file. Employees shall be charged a reasonable fee for copied files.

If an employee disagrees with any information in the personnel file and the town refuses to remove or correct such information, the employee may submit for inclusion in his/her personnel file a written statement explaining the employee's version.

Such statement shall be maintained as part of the employee's personnel file and shall be included in any transmittal of the file to a third party and included in any disclosure of the contested information made to a third party.

Separate and confidential personnel files are kept for each employee and access to these is limited to the employee, department head, town administrator and the board.

All personnel files will be securely kept in the office of the town administrator. All files pertaining to employee benefits will also be kept in the finance office at the town hall.

EXCEPTION: All Police Department personnel files will be exclusively kept as one file only and be secured in the Police Chief's office.

SECTION 5

Appointment

Vacancies that occur for any position presently established or created by the Town shall be posted in-house at all departments, concurrent with public advertisement consisting of posting in at least three locations and placing an advertisement in at least one weekly or daily newspaper at least one time.

All vacancies and newly created positions shall be filled in accordance with Equal Employment Opportunity guidelines.

[Adopted 10/20/2009]

SECTION 6

Work Week

The work week for administrative and supervisory staff shall be according to the requirements established by each department's administrative and/or supervisory personnel.

The Henniker Police Department has a regular work week consisting of forty-three (43) hours or one hundred seventy-one (171) hours in a 28 day work schedule; full-time firefighters regular work week is fifty (50) hours in a work week.

The town reserves the right to modify an employee's shift, work day(s) and hour(s) in order to afford maximum utilization of personnel and costs in responding to the services and needs of the community. This will not involve any reduction in the hours agreed upon at employment.

In the event the town finds it necessary to modify shift(s), day(s) and/or hour(s), the town will notify, except in the case of an emergency, the employee(s) with two (2) weeks notice and the change will take effect on the first Sunday following the two (2) week posting.

Employees are entitled to a ten (10) minute rest period, at their place of work, in the morning and again in the afternoon. Times of such rest periods will be determined by the supervisor.

Employees will be allowed one-half (½) hour for meals which shall not be included in computing the total hours worked. The police department and full-time fire personnel will be allowed one-half (½) hour on the job for meals.

SECTION 7

Department Requirements of Employees

- A. The Town Administrator shall conduct background checks on all candidates for employment. This should at minimum include a motor vehicle and criminal background check. Any other department specific background check may be required by the department head only with the written permission of the Town Administrator.

Background checks for any Police Department applicants will be conducted by the Police Chief only.

- B. In the event a motor vehicle license is required for the candidate to perform his/her responsibilities; a current (within the last 10 days) motor vehicle report shall be requested to be provided to the department supervisor by the candidate.

Motor vehicle record checks shall also be required of all temporary/seasonal employees.

Employees must maintain licenses/certificates in good standing. Not maintaining current certification is grounds for termination where applicable.

- C. Department employees shall direct all questions as to work responsibilities and projects to their department supervisors when questioned by residents of the community.
- D. All town employees are required to wear seatbelts while operating or riding in any vehicle or equipment while on town business. This applies to personally owned vehicles when being used for town business.

In addition, passengers in vehicles operated by town staff while on town business are required to wear seatbelts.

This requirement shall not apply in the case of vehicles in which the manufacturer has not installed seatbelts.

Employees are forbidden from disengaging or otherwise disarming automatic seatbelt systems or alarms.

Employees found to be violating this policy may be subject to discipline as outlined within this policy manual.

- E. Employees shall follow standard operating guidelines for the safe operating of heavy equipment, use of seatbelts, and taking on of passengers. The town greatly appreciates the efforts and commitment many residents give of themselves in volunteer to this community. The board recognizes the fact that employees may be volunteers to various town departments that require emergency response in times of need. Because of this, the board understands that employees may need to leave a specific job to respond to emergencies. However, it is expected of town employees to return, as soon as practicable, to their responsibilities as soon as relieved of their duty by the proper authority.
- F. Employees, during their work hours, shall not act on behalf of, recommend or solicit business on behalf of any private business, including, but not limited to service providers, contractors and suppliers of goods and materials.

SECTION 8 Smoking Policy

The smoking policy of the town will comply with all state and federal laws per RSA 155:68. No smoking is permitted within any town building. Designated areas are located outside town buildings.

SECTION 9 Physical Examinations

Due to the requirements of certain positions, the board may require individuals to undergo physical examinations to ensure that employee(s) are capable of performing the responsibilities required for the position.

The town will pay for all mandated physical examinations.

SECTION 10 Use of Personal Vehicles, Insurance

The town does not provide insurance coverage for any employee's personal vehicle. Insurance coverage is the responsibility of the employee at all times.

No employee is to leave their personal vehicle on town property for an extended period. The town is not responsible for damage that may result when an employee's vehicle is parked on town property.

SECTION 11 Computer Usage Policy

All computer and electronic equipment, including hardware, software, and portable personal computers, that are the property of the Town.

- A. The computer systems are provided for business or educational purposes. The computer systems are to be used only for official town business including use of software provided in the system for internal work

projects on spreadsheets, analysis use, office files and any other office related forms and official documents. The internet may be used for office, department, board and committee research and inquiries pertinent to town issues. Only those who are employed, appointed or delegated by a department head or board chair are authorized to have access to the town's computer but may only engage in affairs connected with their department, board or committee and must be authorized by the respective department head and/or committee or board chair.

- B. Employees should not use the systems for personal use, and employees should not use the systems for any offensive or unlawful purpose including, but not limited to:
 - 1. Destruction or damage to equipment, software, or to data belonging to the Town or others;
 - 2. Disruption or unauthorized use of software, accounts, access codes, or identification numbers;
 - 3. Use of computer resources to send or store messages and/or materials with the intent to defraud, harass, defame, or threaten others;
 - 4. Use of computer resources in ways which intentionally or unintentionally impede the computing activities of others; and
 - 5. Using computer resources to access adult oriented sites that contain descriptions or depictions of a pornographic nature, or that permit access to gambling facilities over the internet.
- C. All uses that are not otherwise permitted under this policy are expressly prohibited.
- D. The Town reserves the right to monitor, access, change, delete, review and/or retrieve any and all information stored or transmitted on the computer systems, including information which may have been deleted but still exists on such systems.
- E. The Town does not guarantee the privacy or security of any item stored or transmitted on the computer systems, and the employee should not have any expectation of privacy with respect to any information transmitted or stored on the computer systems (even if a password is required to access such information).
- F. Upon request, an employee is required to deliver to the Town all passwords to access all Town computer documents and diskettes as well as all Town computer and electronic systems.
- G. Any use of the computer that violates the Town's sexual harassment and/or anti-discrimination and/or anti-violence policies will result in discipline.
- H. Violations of this policy will result in discipline.
- I. Users are expected to report policy violations that they observe. Such reports should be made to the Board of Selectmen for investigation.
- J. NOTE: The Board may also consider prohibiting the downloading of materials from the Internet, due to copyright and virus dangers.

[Adopted 10/20/2009]

CHAPTER 3

PROBATIONARY APPOINTMENT

The probationary period is an integral part of the process of appointment and provides the board and the department head/supervisor the opportunity to observe the new employee's work, to train and assist the new employee in meeting required work standards.

SECTION 1

Duration of Probationary Period

Full time employees (with the exception of elected officials, state appointed officials and temporary employees) shall be subject to a probationary period as follows:

Police/full-time fire department:	One (1) year, unless extended
All other employees:	Six (6) months, unless extended

The administrator or department head shall submit a performance evaluation to the board prior to the end of the employee's probationary period.

Police and full-time fire department employees will be evaluated after completing six (6) months probation and again after eleven (11) months.

All probationary periods may be extended with the approval of the board in consultation with the appropriate department head. Any interruption of service during the probationary period shall not be counted toward accumulation of time of the probationary period.

In the event an employee moves to a new position within the town, said employee shall be placed on six (6) months probation during which time the department head/supervisor shall observe the employee's capability to remain in the position. A written evaluation of performance shall be completed and submitted with the supervisor's recommendation to retain, continue probation for a specified period of time, or to terminate the employee.

Any employee may be terminated at any time during a probationary period by the department head with the board of selectmen/town administrator's approval without notice and without explanation.

SECTION 2

Evaluation

Following the first year of employment and before each employee's anniversary date of hire, the department head/supervisor shall review the performance of each employee under his/her authority. The town administrator shall be responsible for the written performance evaluation of the department heads.

CHAPTER 4

CLASSIFICATION PLAN

The board shall be responsible for the preparation, maintenance and revision of a position classification plan for all classified positions. The board reserves the right to reclassify positions with thirty (30) days' notice to personnel in the position to be reclassified, except those positions classified by Town Meeting.

- A. In determining the class to which any position should be allocated, consideration shall be given to general duties, responsibilities, specific tasks, minimum qualifications, and relationship to other classes and levels.
- B. Job description shall be a general description of the kinds of work characteristics of positions properly allocated to that position and not as prescribing what the duties of any position shall be.
- C. The board may periodically provide for a systematic review of all positions in the town's classified service for the purpose of adjusting the allocations of all positions where the duties and responsibilities may have materially changed.
- D. Duties proposed to be added or eliminated to job descriptions shall be proposed to the board with explanation of change and recommendation of change in pay if any. The department head shall notify the board in writing within sixty (60) days of any material changes in the duties and responsibilities of the position occupied by an employee. If a department head fails to notify the board, the employee may file a written request with the board that his/her position be reviewed for possible adjustment.

If the board finds that a substantial change in organization, creation or change of positions, or other pertinent conditions make necessary the assignment to a different class, it shall make appropriate changes.

- E. For purposes of determining pay rates the following two (2) State of New Hampshire, Department of Administrative Services, Division of Personnel Labor Scales shall be used. Since the State of NH has varied implementation dates, the tables to be used shall be the ones in effect as of September 1 of the previous budget year. (i.e. 9/1/2007 tables shall be used to calculate the 2008 budget year wages.) Cost of living adjustments shall be effective January 1 of the budget year, but not paid until the budget is approved at that year's town meeting giving the voters the final approval of any budget items. Employees with anniversary dates prior to town meeting will be adjusted according to the previous year's tables and Town Meeting approved rates will be paid retroactively to their anniversary dates.:
 - 1. The Basic 40 Hour Work Week Scale (A130). Used for all full time and permanent part time employees. Annual and hourly rates correspond to the current schedule.
 - 2. NH Troopers Association Pay Policy (S416). Used for all full time and part time police officers. Annual rates are calculated by dividing the annual pay by 2236 hours (43 hrs week x 52 weeks).
 - 3. 28 Day Law Enforcement Pay Policy (L416). Used for all full time and part time fire/rescue personnel. Annual rates are calculated by dividing the annual pay by 2600 hours (50 hrs week x 52 weeks).¹
 - 4. Call firefighter/rescue personnel shall be compensated at a rate of \$10.00 per hour for call time logged.

Although these scales are used for determining pay rates, no correlation between the classification of state jobs and town jobs is implied. An employee's labor grade reflects the most recent state scale from the previous calendar year. All changes are effective as of January 1st of the year following adoption of a scale by the state, provided funding for such increases is approved by Town Meeting. It should be noted that the State of NH Collective Bargaining Agreement is the basis for the payroll tables. The contract that exists between the employees of the State of NH and the State of NH is not the basis for the employment agreement between the Town of Henniker and its employees. Any provision of the contract that specifically deals with the payroll tables shall also be considered part of this arrangement.

¹ The Classified Law Enforcement Employees Scale (L416). Used for all full time police officers. (Adopted Town Meeting, March 1978)

CHAPTER 5

LEAVES

SECTION 1 Sick Leave

- A. Sick leave is a fringe benefit which should be used as such and it cannot be used as the employee pleases. Full time employees shall accrue one (1) sick leave day per month, AWARDED AFTER THE CLOSE OF THE MONTH, up to a maximum of five hundred twenty (520) hours. Sick leave begins to accrue in the month following the date of hire
- B. An employee may utilize his/her sick leave allowance, upon approval of the department head/supervisor.
- C. Employees receiving occupational injuries or illnesses in the line of duty shall receive medical care and compensation as provided by worker's compensation. All claims must be reported to department head/supervisor and the office of the selectmen immediately, but in any case, no later than forty-eight (48) hours. The selectmen's office shall submit an "Employer's First Report of Injury or Occupational Disease" to the Department of Labor.
- Occupational injury/illness is not treated as sick time. At no time does an employee receive both sick leave pay and disability pay, although sick leave may assist in providing the employee in making up the difference between the funds provided by worker's compensation, short or long term disability, and the amount provided in their regular net weekly wage.
- D. The town will pay one-third (1/3) of the accumulated sick leave on the books upon retirement. Retirement must be approved by the board of selectmen and qualifications established by the New Hampshire state benefit provider (currently the NH retirement system).
- E. If an employee terminates service and is not eligible for retirement or is discharged by the town, accumulated sick leave will not be compensated.
- F. In the event of death of an employee, a sum equal to the number of days of sick leave accrued shall be paid to his/her beneficiary/estate.
- G. Sick leave cannot be taken until earned. A probationary employee who has exhausted accrued sick leave may apply to the board for retroactive payment for all authorized sick leave taken while on probation but not compensated.
- H. If an employee is absent due to illness/injury for three (3) or more consecutive days or frequent/regular periodic individual absences, the town may request documentation from a physician regarding the ability to resume normal duties. It is required that the employee must contact the department head prior to the normal work start time to explain the reason(s) for the absence. This may be waived if the employee states a just cause why he/she was unable to contact the supervisor.

If the employee refuses to provide such certification, his/her employment may be terminated.

The Town Administrator may have an independent physician examine, at town expense, an employee who, in the Town Administrator's opinion, may not be entitled to sick leave.

When an employee returns to work from sick time, a request for sick time form must be completed and submitted to the Department Head for approval. Said form will be submitted to the Finance Department with the normal weeks time cards.

- I. When sick leave balance of 65 days is accrued and maintained, full time employees may elect to convert the excess of 65 days of sick time to vacation. The rate of two (2) hours of sick time to one (1) hour of vacation will be applied when converting sick time. Employee may also elect to receive pay in lieu of vacation time at same accrued rate.
- J Sick time accruals will stop accruing after 60 days if an employee is out of work on short term or long term disability

[Amended 10/18/2011]

SECTION 2 Bereavement Leave

Employees will be granted emergency leave with pay not to exceed three (3) work days when absence is required by the death of a member of the immediate family to include:

Spouse	Brother
Child	Sister
Mother	Mother-in-Law
Father	Father-in-Law

A special leave of one (1) working day with pay for the purpose of attending the funeral shall be granted an employee in the event of the death of the employee's:

Grandmother	Brother-in-Law
Grandfather	Sister-in-Law
Grandchild	Cousin
Aunts	Uncles

The number of days granted for bereavement leave may be extended with town administrator's approval. Accumulated compensatory time, annual vacation or sick time may be used if a further extension of time is needed.

SECTION 3 Family Medical Leave Act (FMLA)

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

Family Leave Eligibility: The FMLA provides up to twelve (12) weeks of unpaid, job-protected leave every 12 months to eligible male and female employees for certain family and medical reasons. (Leave may, in some cases, be taken intermittently.) To be eligible, you must have worked for the Town for at least one year, and for one thousand two hundred fifty (1250) hours over the previous twelve (12) months.

Reasons for Taking Leave: If you are an eligible employee you are entitled to FMLA leave for any of the following reasons:

1. To care for a newborn, an adopted child or a foster child within a year of the child's arrival,
2. To care for a spouse, child, or parent who has a serious health condition, or
3. For a serious health condition that makes you unable to perform the functions of your job, or
4. Because of any qualifying exigency (as the Department of Labor Regulations shall define that term) 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 Armed Forces in support of a contingency operation.

Service Member Family Leave: An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period. During this 12-month period, an eligible employee shall be entitled to a combined total of 26 workweeks of leave [including any time taken because of any qualifying exigency 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 Armed Forces in support of a contingency operation].

Notice: Where the need for FMLA leave is foreseeable, the employee must provide notice of his/her need to the Town not less than thirty (30) days before the leave is scheduled to begin. If the need for FMLA is not foreseeable (for example where a birth or placement of a child or a need for medical treatment requires leave to begin in less than thirty (30) days), the employee must provide notice as soon as practicable.

If the need for leave is foreseeable based on planned medical treatment, the employee should make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Town, subject to the approval of the employee's health care provider.

Certification: The Town requires that the employee provide a medical certification of the need for leave because of a serious health condition (whether the employee's own or that of his/her child, spouse, parent's, or next of kin's) whenever the leave is expected to extend beyond five (5) consecutive working days or will involve intermittent or part time leave.

The Town requires that the employee provide a medical certification of their ability to resume work after a FMLA leave for the employee's own serious health condition that extends beyond ten (10) consecutive working days.

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

Substitution of Paid Leave for FMLA Leave: In the case of leave for the birth, foster placement, or adoption of a child, the serious health condition of a spouse, child or parent, or because of any qualifying exigency 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 Armed Forces in support of a contingency operation, an eligible employee must substitute any accrued vacation leave, personal leave and/or "family" leave for any part of the unpaid leave provided for under the FMLA. In the case of the employee's own serious health condition, an eligible employee must substitute any accrued vacation leave, personal leave and/or sick leave for any part of the unpaid leave provided for under the FMLA. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. The family/medical leave will run concurrently with other types of leave. The employee will not accrue vacation or holiday benefits while on unpaid leave.

Periodic Reporting: If you take leave for more than two (2) weeks, the Town requires that the employee reports to his/her Department Head at least every two weeks on the status and intent to return to work.

Measurement of 12 Month Period During Which FMLA Leave May be Taken: For purposes of this policy the "twelve month period" described in the FMLA will be measured forward from the date the employee's first FMLA leave begins. Accordingly, the employee is entitled to twelve weeks of leave during the year beginning on the first day he/she takes FMLA leave. The next 12 month period would begin on the first day on which the employee takes FMLA leave after the completion of any previous 12 month period.

The complete provisions of the FMLA are too lengthy to include in this policy. However, for questions about the FMLA or to review the statute itself, please contact the Town Administrator or the United States Department of Labor.

[Adopted 10/6/2009]

SECTION 4

Military Leave

Revised May 21, 2019

The following policy should be in effect for as long as the member is in good standing of the US Military service. Should an employee be convicted of crimes while in active service the policy will not apply. The policy is for Full-Time employees, enrolled in NHRS and the current Town sponsored health insurance program. Part-time employees will be awarded military leave benefits on a pro-rated basis similar to other leaves of absents.

Employee shall be entitled to military leave benefits as required under USERRA. Eligible full-time employees who are members of the National Guard or a reserve component of the United States Armed Forces will be provided time off with pay for a maximum of 15 business days (25 Business Days is awarded for Public Safety Personnel) for annual military duty purposes per federal fiscal year (1 October – 30 September). Any hours unused may be carried over to the next fiscal year. Accumulation of Military Leave shall not accumulate to more than 21 days. Employee may be charged military leave only for the hours that the employee would otherwise have worked and received pay.

Supervisors are encouraged to adjust an employee's weekly schedule (i.e., scheduled days off) in order to accommodate the employee's military reserve service to maximum extent practical.

Differential Pay: In the event an employee is paid more by the Town of Henniker than he will earn while in active military service. The Town will continue to pay said employee at the current salary level for up to a period of one year, providing the employee surrender their base military pay and allowances to the Town of Henniker upon their return.(Subject to review by BOS).

Upon return from military activation of 6 months or more, employee will be awarded an additional 5 days of paid military leave intended to encourage re-integration with family. This leave may not be carried over into the next fiscal year if left unused.

SECTION 5

Jury Duty

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the town an amount equal to the difference between the amount of wages the employee otherwise would have earned by working during regular hours (regular time being defined as eight (8) hours per day or an individual's hours per day if part time) for the town on that day and the daily jury duty or subpoena fee paid by the court or agency (not including travel allowances or reimbursements of expenses), for each day on which he/she otherwise would have been scheduled to work for the town. In order to receive payment, an employee must provide the town with proper notice that he/she has been summoned for jury duty and shall produce satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment.

SECTION 6

Leaves of Absence without Pay

- A. A permanent employee, upon proper application and with sufficient justification in writing, may receive written approval by the town administrator for a continuous leave of absence without pay for a period not to exceed three (3) months. Leave without pay due to sickness will not be granted until all of the employee's sick leave has been exhausted. Extension of leave for additional periods may be granted. No annual leave or sick leave will be accumulated during a leave of absence without pay. In considering

requests for leave, the interests of the town must take precedence over the desires of the individual worker. (Requirements under 29 C.F.R. 825.212(c) are applied to insurance re-enrollment).

- B. All accumulated annual vacation days and compensatory time must be used before a leave of absence without pay will be granted.
- C. Leave of absence will not be counted as town service.
- D. Failure on the part of an employee to report promptly at the expiration of the leave of absence except for satisfactory reasons submitted in advance shall be cause for dismissal.
- E. While on leaves of absence, payments for all insurance coverage -- medical, dental, disability -- other than worker's compensation, shall be made by the employee to the Town of Henniker at least ten (10) days in advance of the remittance date of such insurance, if the employee wishes to continue insurance coverage during his/her leave of absence. The employee must sign an agreement to this effect if he/she wishes to continue coverage, and must understand that coverage will be terminated if payments are not made when due.

In the event an employee is on extended leave of absence -- two or more months -- and does not make payments to cover insurance premiums, said individual may be unable to be readmitted to the insurance pool until the open enrollment period established by the insurance carrier.

SECTION 7 Crime Victims

The New Hampshire Crime Victim Employment Leave Act, N.H. RSA 275:61, became effective on January 1, 2006. The Town of Henniker Crime Victims Policy below complies with this law.

- A. **Definitions:** For purposes of this policy:
 - 1. "*Crime*" means an offense designated by law as a felony or a misdemeanor.
 - 2. "*Victim*" means any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or the attempted commission of a crime. "Victim" also includes the immediate family of any victim who is a minor or who is incompetent, or the immediate family of a homicide victim.
 - 3. "*Immediate family*" means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim; or any person involved in an intimate relationship and residing in the same household with the victim.
- B. **Right to Leave Work:** The Town of Henniker will permit an employee who is a victim of a crime to leave work so that the employee may attend court or other legal or investigative proceedings associated with the prosecution of the crime. This time will be considered an authorized unpaid leave of absence. The employee will not lose seniority while taking this leave.
- C. **Substitution of Paid Leave:** The employee must substitute any accrued vacation leave, personal leave and/or sick leave for any part of the unpaid leave provided for under this policy.
- D. **Notice Required:** Before taking leave under this policy, the employee must provide the Town Administrator with a copy of the notice of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency responsible for providing notice to the employee. The Town Administrator will maintain the confidentiality of any written documents or records submitted by the employee relative to the employee's request for leave under this policy.
- E. **Limitations of Leave:** The Town Administrator may limit the leave provided under this policy if the employee's leave creates an undue hardship to departmental business.

- F. **No Discrimination:** The Town will not discharge, threaten, or otherwise discriminate against any employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee has exercised his or her right to leave work as provided under this policy. Complaints of discrimination should immediately be brought to the attention of the Town Administrator or Board of Selectmen. Complaints of discrimination will be investigated and, if appropriate, remedial action will be taken.

[Adopted 10/6/2009]

CHAPTER 6

GRIEVANCE PROCEDURE AND DISCIPLINE

- A. **Purpose:** The purpose of this procedure is to provide an orderly method for resolving grievances. A determined effort shall be made to settle any such difference at the lowest possible step in the grievance procedure.
- B. **Definition:** For the purpose of this policy, a grievance is defined as any dispute involving the interpretation, application, or alleged violation of any provision of the town's personnel policies. Grievances shall be processed in accordance with the following procedures within the stated limits.
- C. **Waiver:** Any and all time limits specified in the grievance procedure may be waived by mutual agreement of the parties. Failure by the employee to submit a grievance in accordance with these time limits, without such waivers, shall constitute an abandonment of the grievance.

SECTION 1

Steps in the Grievance Procedure

Step 1: Any employee having a grievance shall submit it first in writing to the superintendent/department head within five (5) working days of the incident or the grievant's first knowledge thereof. The grievance must:

- a) specify cause of the grievance;
- b) time and place of the action being grieved;
- c) nature of the grievance;
- d) language of the policy allegedly violated or misapplied;
- e) specific injury or loss claimed; and
- f) remedy sought.

The department head shall hold a meeting within five (5) working days of receipt of the written grievance, at which time the employee shall present evidence in support of his/her position, and the department head shall render a written decision no later than ten (10) working days following the meeting of such grievance.

Step 2: If the grievance is not resolved to the grievant's satisfaction at Step 1, an appeal may be filed with the town administrator, in writing, within seven (7) working days of receipt of the decision at Step 1. All documentation presented at Step 1, along with the Step 1 decision, shall accompany the appeal to the town administrator.

The town administrator shall hold a meeting upon the documentation outlined in Step 1 and shall take testimony from the parties involved. The town administrator shall render a written decision within seven (7) working days from the meeting which shall be the final resolution of the matter.

Step 3: If the employee is not in agreement with the finding of the town administrator, he/she may request a hearing before the board of selectmen within five (5) working days of step 2. After such hearing is completed the board of selectmen shall render a final decision within fourteen (14) working days of the hearing.

SECTION 2

Disciplinary Procedure

Disciplinary action, exclusive of discharge, will normally be taken in the following order:

- A. **Verbal Warning:** Discussions are to be held in private. The department head/supervisor verbally warns the employee of the area(s) which need improvement with remedial suggestions offered. Date, time and nature of warning and remedial suggestions should be noted by the department head/supervisor and made part of the employee's personnel file. While such discussions may not be cited as an element of a prior adverse record in a subsequent disciplinary action against the employee (except as provided for in Paragraph B following), they may be, where relevant and timely, relied upon to establish that an employee has been made aware of his/her obligations and responsibilities. Warning should ordinarily be given within three (3) working days of offense.
- B. **Written Warning:** Department head/supervisor gives written warning to an employee for a repeat offense which was the source of verbal warning, or for an offense of which the seriousness dictates more than a verbal warning. Warning will include nature of offense, remedial suggestions, date, time of offense, and possibility of future disciplinary action. Warning should ordinarily be issued to employee within three (3) working days of knowledge of offense with a copy entered into the employee's personnel file.
- C. **Corrective Probation:** Department head/Supervisor/Town Administrator recommends that an employee be placed on corrective probation, the length of time to be determined by the department head/supervisor, in order to afford an employee the opportunity to implement corrective recommendation(s) as provided by his/her department head/supervisor.

The employee shall be reviewed at the end of the corrective probationary period with specific emphasis directed at the measures attained by the employee to make corrective action(s) and ensures that they are carried out in the future.

At least weekly, the department head/supervisor shall file a report noting the employee's progress, or lack thereof, to remedy the situation and improve performance.

Failure of the employee to satisfactorily respond to corrective action/recommendation(s) during the corrective probationary period may result in actions taken as outlined in Paragraphs D and E below.

- D. **Suspension:** Department head/supervisor suspends employee within two (2) days of approval from the town administrator, without pay. The length of suspension, one (1) to fifteen (15) working days, is based on seriousness of offense. Employee receives confirmation of suspension in writing with date, time and nature of offense, and remedial suggestions. The possibility of future disciplinary action should be mentioned. A copy of the letter of suspension is included in the employee's personnel file. Any suspension longer than fifteen (15) days requires approval by the board of selectmen per recommendation by the town administrator. (RSA 275:43-b I (b) notice of requirements apply).

An employee may be suspended with pay for a longer period pending the investigation or trial of any legal charges against him/her. If found guilty of such charges, the employee will reimburse the town for any compensation received by that employee during the period of suspension.

A permanent, fulltime police officer shall be dismissed in accordance with RSA 41:48.

- E. **Discharge:** While the town will apply the above concept of progressive discipline when appropriate, it reserves the right to determine the appropriate level of discipline in each circumstance. Additionally, the town reserves the right to take disciplinary action in any manner or form consistent with efficient operation and appropriate to the infraction involved. The Board of Selectmen reserves the right to terminate an employee for any reason or no reason at all.

The Board of Selectmen shall have the authority to terminate any employee upon recommendation of the Town Administrator and Department Head, except where the employee is a police officer, in which case it shall be the responsibility of the Police Chief to recommend dismissal.

All employees have the opportunity to appeal the above referenced disciplinary actions. Employees may be disciplined for any reason, including the following examples:

- a) insubordination (refusing to obey a reasonable order);
- b) sick leave abuse;
- c) falsification of records/documents;
- d) working or reporting to work under the influence of alcohol or drugs;
- e) unauthorized absence;
- f) theft of property and/or money;
- g) willful destruction of private and/or municipal property;
- h) threat of physical harm to fellow employee(s) and/or the public;
- i) physical abuse of fellow employee(s) and/or the public;
- j) abusive language directed at fellow employee(s) and/or the public;
- k) uncooperative attitude toward fellow employee(s) and/or the public;
- l) neglect of duty/responsibility or irresponsible action with town equipment;
- m) non-compliance with provisions enumerated in this manual;
- n) criminal conviction for a felony; and
- o) sending or downloading or receiving any pornographic material on any town computer;
- p) any other just cause.

- F. **Other:** The discharge of an employee shall not be limited to the specifications outlined in this chapter. The Board of Selectmen shall also terminate or otherwise limit the employment of staff under the provisions of Chapter 7 Section 2.

CHAPTER 7

TERMINATION OF SERVICES

SECTION 1

Voluntary

- A. **Resignation:** Any employee resigning from employment with the Town of Henniker shall provide a minimum of two (2) weeks' notice to the department head.
- B. **Retirement:** It is expected of employees with long time service to this community to provide their department head sufficient lead time notice of their intent to retire from their employment with the town. This advance notification will provide the town the ability to assemble and complete any forms or paperwork necessary to ensure an orderly transition for the employee into retirement.

SECTION 2

Involuntary

In the event, in the sole discretion of the Board of Selectmen, it shall be necessary to reduce the number, to decrease from full-time to part-time employment persons or to demote those employed by the town the following criteria shall be considered by the Board of Selectmen in making a determination of which persons will be laid off from work. The Board of Selectmen will consider staffing levels needed to maintain essential services and will determine which positions will be reduced.

- A. The Board will make every reasonable effort to minimize the effects of a reduction in force by absorbing as many positions as possible through retirements, resignations, dismissal for cause and volunteer termination of employment.
- B. Temporary and probationary employees will be laid off before regular employees are affected.
- C. In determining who is to be laid off, consideration will be given to individual performance and the qualifications required for remaining jobs.
- D. In the event that the Board is unable to determine, based on performance and other qualifications, which staff persons(s) are to be subject to the reduction in force, then the Board will consider the seniority of respective staff members.
- E. Employees who are laid off may be eligible to be re-employed if a vacancy occurs in a position for which they are qualified.

This policy may be implemented whenever there is a lack of work, abolition of a position, insufficient funds, actions of the Town Meeting budgetary restrictions, or other changes have taken place of a similar nature that require such action.

The Board shall give written notice to employees affected by a proposed layoff, or other action required under this section, fourteen (14) working days before the effective date of such action. In case of temporary, seasonal or part-time employees, advanced written notice of layoffs or other actions under this policy is not required.

SECTION 3

Benefits

- A. Whenever any employee resigns or terminates his/her employment with the town, other than by retirement, he/she shall sign documentation provided by the town as to his/her election to continue to participate or not to participate under the town's health care program.

In the event that the employee elects to continue participation in the health care program, he/she shall be required to provide the first payment within forty-five (45) days of the said election with all subsequent payments due on the first of each and every month continuation of coverage is desired. Non payment of premiums shall result in termination of the coverage without the option of being reinstated.

- B. Retirees that are fully vested in the N.H. Retirement System may elect to have health benefits deducted from their N.H. Retirement System annuity check. Said retiree shall sign an Annuity Deduction Authorization Form indicating said action. All federal retirement laws will be adhered to.

In the event a vested employee shall forego signing the Annuity Deduction Authorization Form and wishes to participate in the town's health care program, he/she shall be governed by the procedure outlined in Section 3A.

Other benefits afforded to the retiring employee are enumerated in Chapter 5, Section 1D.

- C. In the event an employee retires from service and is not yet fully vested in the N.H. Retirement System, he/she may elect to participate in the town's health care program as long as the coverage is continuous from the date of retirement. If you do not elect to enroll into the town insurance program (at your total expense) upon retirement, you will not be eligible to regain admission to the health group. Should you choose to continue coverage, the reimbursement policy is subject to the same provisions as defined in the federal COBRA regulations, which allow insurances to be terminated for lack of payment.
- D. Notice of thirty (30) days is required by the town to process for retirement. (Selectmen may waive this requirement in certain cases).

CHAPTER 8

ANTI-HARASSMENT POLICY

It is the policy of the Town of Henniker, N.H. that all of its employees, public officials, and committee and board members should be able to enjoy a work environment free from all forms of unlawful discrimination, including sexual harassment. The Town of Henniker will not tolerate unlawful harassment of any type.

POLICY

This policy includes, but is not limited to; unlawful harassment based on (1) age, (2) race, (3) color, (4) national origin, (5) religion, (6) sex, (7) marital status, (8) disability (9) veteran status and, (10) sexual orientation. Examples of such unlawful harassment include, but are not limited to, conduct or comments that threaten physical violence; offensive, unsolicited remarks, unwelcome gestures or physical contact; display or circulation of written materials or pictures degrading to any gender, racial, ethnic, religious or other groups listed above; and verbal abuse or insults about, or directed at, any employee or group of employees, public officials, committees or board members because of their membership in any of the groups listed above.

SEXUAL HARASSMENT

As in any work or meeting place, the proper conduct of all employees, public officials and committees and board members is essential to creating a work and meeting environment conducive to the highest attainable standards of public service and thus, great care should be used in all interpersonal relationships. Sexual harassment is a form of sex discrimination and is prohibited under both federal and state law. The federal Equal Employment Opportunity Commission defines sexual harassment as follows:

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or committee or board membership;
2. Submission or rejection of such conduct by an individual is used as a basis for employment decisions affecting such an individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an employee’s, public official’s or committee or board member’s work performance or creates an intimidating, hostile, or offensive work or meeting environment.”

Sexual harassment is not limited to requests for sexual favors in return for job benefits. Sexual harassment may take the form of verbal abuse, leering, salacious gestures, inappropriate language, jokes of a sexual nature, or any undesired touching or patting. Sexual harassment undermines the employment relationship by creating an intimidating, hostile, or offensive work or meeting environment and will not be tolerated.

In fulfilling their obligation to maintain a positive and productive work environment, department heads, supervisors, public officials, and committee and board members are expected to immediately stop any harassment as soon as they become aware of it and take appropriate action, including disciplinary action.

COMPLAINT PROCEDURE

The Town of Henniker, N.H. recognizes that any allegation of harassment requires a prompt and confidential investigation of any complaint, a determination of the facts in each case, and further recognizes that any such investigation should be conducted in a confidential manner until the allegation is properly reviewed. The following procedures shall be adhered to in all circumstances when an employee feels that he/she is the victim of harassment.

- A. The individual shall promptly bring the matter to the attention of a department head, board or committee chairman. All allegations of harassment will be promptly investigated.
- B. Any individual who wishes to speak with management personnel other than his/her immediate supervisor may request a meeting with the town administrator who will make an independent inquiry into any allegations. It is important for employees who feel they have been harassed to report the matter to management so an investigation may be made and appropriate action taken. If any allegation is made against the town administrator, a meeting directly with the selectmen chair shall be requested. Further investigation in this case should involve the chair (or selectman delegate) in place of the town administrator's role.
- C. The town administrator shall assign a department head, committee or board chairman, not involved in the allegation, to investigate and report the findings within twelve (12) days.
- D. The town administrator shall review the results of the investigation and shall notify the reporting employee of the findings of the investigation and of the corrective action, if any, to be taken by the town with regard to the offending employee or town official, committee or board member. If the town administrator will not be reviewing the investigation than the Board of Selectmen shall delegate one of its members to do so.
- E. Anyone found to have engaged in any type of harassment shall be subject to discipline, up to and including discharge in accordance with Chapter 6, Section 2, of this manual.
- F. When the complaint has been thoroughly investigated and the appropriate discipline has been decided, a written letter to the harassing employee, explaining the discipline and reasons, must be issued. It will be personally delivered by a member or designated representative of the board of selectmen. Also, a written letter will be given to the harassed employee, explaining that the matter has been investigated and that appropriate action has been taken. It shall also be made clear that no retaliation will be taken against the claimant.
- G. Employees accused of harassment should be given sufficient information about the allegations and a reasonable opportunity to respond before they are found to have harassed another and before any corrective action or discipline is imposed.

CHAPTER 9

SEPARABILITY

If any chapter, section, provision, clause or phrase of this Personnel Policies and Procedures Manual shall be held invalid, such holding shall not affect or invalidate any other chapter, section, provision, clause or phrase of this Personnel Policies and Procedures Manual.

RESERVATION TO THE VOTERS

The following Addendum A, "Compensation Plan", and Addendum B, "Benefits", are provided separate and apart from the Personnel Policies and Procedures Manual as they enumerate the specific dollar benefits which require budget approval by the voters of the Town of Henniker.

Any part of these addendums which requires the expenditure of public funds shall not be binding unless and until said expenditures are first approved by said voters meeting in public session.

Any portion of said addendums which does not meet agreement by said voters shall be null and void.

ADDENDUM A

Compensation Plan

SECTION 1 Operation

A. **Salary**

Normally, the minimum rate of pay for a class shall be paid upon appointment to the class and no employee shall receive a salary greater than the maximum for a class.

Paychecks will be distributed before the close of business on Thursday for the previous week's work. Any questions about your paycheck shall be taken up with your immediate supervisor.

In the event a holiday falls on a Thursday, checks will be issued on the next business day.

B. **Demotion**

An employee who is demoted for proper cause or who voluntarily requests a demotion to a lower class for which qualified, shall be employed at the step in his/her lower salary range appropriate for the length of service.

An employee who is demoted as a result of a reduction in work force shall be employed at the maximum salary range of the lower class for which qualified, unless the maximum salary of the lower class is higher than the salary of the person demoted -- in that case, the salary of the demoted person shall be at the step closest to, but not exceeding, the salary received previous to demotion.

C. **Promotion**

When a qualified employee is promoted, he/she shall be placed at the lowest step in the new class that will provide an increase of at least the equivalent of one (1) annual increment in the former class.

D. **Reclassification**

Whenever an employee's position or class is reclassified upward due to a definite change in job content, he/she shall be placed at the lowest step in a new class that will provide an increase of at least the equivalent of one (1) annual increment in his/her former class. Should said reclassification be downward, and the employee is receiving a salary which is higher than the maximum for the new class of grade, the employee's salary will be reduced.

E. **Police Department Shift Differential**

Sworn Police Officer's working the evening or midnight shift shall be awarded additional compensation with a shift differential as follows:

1. \$0.75 (seventy-five cents) per hour for evening shift
2. \$1.00 (one dollar) per hour for midnight shift [Adopted 12-01-2020]

F. **Police Department Field Training Officer Stipend**

Sworn Police Officer's that have successfully completed a Field Training Officer Program shall, in addition to having the title Patrolman, hold the rank of Field Training Officer and receive an additional \$1.00 per hour during the time actively assigned a trainee by the Chief. [Adopted 12-01-2020]

G. Police Department Hiring Bonus

Certified - \$5,000 hiring bonus, \$2,500 paid when they begin employment and \$2,500 paid when they come off probation.

Non-certified - \$2,000 bonus for non-certified officers. \$1,000 paid when they begin employment and \$1,000 paid when they come off probation. [Adopted 12-01-2020]

SECTION 2

Overtime

Overtime will be worked only when necessary as authorized by the town administrator or department head/supervisor within the employee's area of responsibility. In usual circumstances, no overtime may be worked unless approval is first received by the employee's supervisor. At times, exceptional circumstances may require an employee to work overtime without department head/supervisor approval. Employee shall be required to notify the department head/supervisor at the first opportunity to inform him/her of circumstances requiring the overtime. Any overtime worked without prior permission may be disallowed if, in the opinion of the department head/supervisor, the circumstances did not warrant the expenditure of time and the time worked will not be compensated.

A. Emergency Overtime

Employees are expected to work emergency overtime as a condition of employment and the employee is subject to discharge in case of refusal. An employee cannot refuse to work emergency overtime except for justifiable reasons, such as personal illness or serious family illness. It is generally understood that in order to constitute an emergency, a condition must require immediate action to avoid danger to life or property or to prevent loss affecting the town and/or the employee.

B. Compensation

Hours of work beyond the employee's established work week will be compensated as follows:

1. Employees who work in excess of their regular work week but less than forty (40) hours will be compensated for such hours by pay at their regular rate of pay.
2. Non-exempt police officers will be compensated with overtime pay after forty-three (43) hours; such compensation to be paid at time and one-half, or will earn compensatory time off.
3. Non-exempt fire protection employees will be compensated with overtime pay after fifty-three (53) hours; such compensation at time and one-half, or will earn compensatory time off.
4. All other non-exempt employees who work over forty (40) hours per week will be compensated at time and one-half, or will earn compensatory time off.
5. All exempt employees are not entitled to overtime pay. Such employees are expected to work whatever hours are required by their job classification.

It is the board's intent to prevent any executive or administrative personnel from reaching a point in which their ability to perform is impaired by long hours or "burnout".

C. Compensatory Time Off

At the time of hiring the department head or board shall discuss the possibility of having compensatory time for assigned hours worked in excess of the regular hours assigned for a department.

Compensatory time shall be equal to time and one-half for each hour of overtime worked, as defined in Addendum A, Section 2 (B) (2-4). Sick time does not count in the determination of time worked. Employees cannot carry more than forty (40) hours of compensatory time into a new budget calendar year

Any employee who has accrued more than the allowable ceiling for compensatory time will be paid at time and one-half.

D. Actual Hours Worked

Actual hours worked constitutes “time worked” for the purpose of determining the work week required to establish eligibility for overtime compensation or compensatory time premium.

Holidays and vacation will be considered as “time worked”.

Sick leave will not be considered as “time worked” except in those instances when someone is asked to work during an emergency declared by the department head or the board, e.g. snow storm, fallen trees, failed pumps, etc.

E. Non-Relief from Duty

No employee shall be relieved of duty during the regular shift hours in his/her basic work week in order to compensate for or to offset overtime hours worked unless he/she agrees to being relieved of duty, or for health or safety reasons.

F. Assignment of Overtime

Selection of employees to work overtime shall conform with the following provisions:

1. The department head/supervisor shall give as much notice as is practicable when overtime will be worked.
2. As far as practicable, overtime shall be distributed among qualified employees customarily performing the kinds of work required, with preference given to those employees currently assigned to the work section in which overtime is to be worked.
3. All overtime assignments shall be on a voluntary basis, unless the number of qualified volunteers is not sufficient to carry out the orderly transaction of business, in which case the department head/supervisor shall make the appropriate overtime assignments.

**SECTION 3
Salary Increases**

Effective January 1, 2022 employees will be eligible for an annual merit pay wage increase of between zero percent (0.0%) and four percent (4.0%) based upon the results of the annual performance evaluation process. See attached Exhibit A-1.

Any merit salary increases so awarded shall be based on a rating of employees by their supervisor using a systematic and formal evaluation process to be completed as set forth below. The department head will consider the written evaluation, the personnel file, recommendations of the supervisor and such other information to determine the base wage adjustment. Merit pay increases will not be diminished because of financial considerations of the Department or the Town.

A. Evaluation Process:

By September 15th of each year, the immediate supervisor shall complete a draft evaluation of each position/employee within their department. The evaluation shall utilize the evaluation instrument attached as Exhibit A1 and A2. The immediate supervisor shall meet with each employee by October 1st to discuss the draft evaluation.

The immediate supervisor shall thereafter fill out a merit pay worksheet for each employee and assign the merit pay increase in accordance therewith. The Town Administrator shall approve all evaluations and wage increases by November 1st. The supervisor will then advise the employee of the assigned merit increase. Wage increase shall be effective from April 1st through March 31st.

B. Appeal Process:

Any employee that is dissatisfied with their assigned wage increase may ask for a meeting with the Town Administrator within 10 days of receipt of notification of their wage increase. Employees that receive less than a 1.0% wage increase may appeal the recommended wage increase to the Board of Selectmen for an opinion within thirty (30) days after the employee's anniversary date. The parties will submit their prospective positions in writing to the Board of Selectmen with the Town bearing the burden of production and proof. The parties will submit their respective positions within 15 days of a request for an appeal or upon an agreed-on date. If the Board of Selectmen finds the rating of the Town unreasonable in any manner the Town Administrator shall adjust the merit pay accordingly.

- C. Temporary, part time and/or seasonal employees' salary increases are determined by the board. Department heads are to prepare a statement of recommendation along with any request for pay increases for these employees.
- D. Temporary, part time and/or seasonal employees who convert to regular part time or full time regular employment establish their six (6) month probationary period from the date of their full time employment date and their increment date of the first pay day following their full time employment.

SECTION 4
Holidays

The town honors eleven (11) paid holidays as follows:

New Year's Day	Labor Day
President's Day	Columbus Day
Martin Luther King Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

In addition, the board will determine one (1) additional holiday which may change from year to year. The specific date will be set by the board after receiving input from the employees and will be a day off for all employees. The transfer station shall be closed on all of these holidays, in addition to Easter.

Employees who are absent for unauthorized reasons on the day preceding and/or following a holiday shall forfeit holiday pay.

In the event that an employee is required to work on a holiday the hours worked will be paid at time and one half of their regular wage in addition to the normal holiday pay which would be received. In the event that the holiday falls on Saturday, it shall be observed on the preceding Friday. In the event that the holiday falls on a Sunday, it shall be observed on the following Monday.

Permanent part time employees shall be granted paid holiday time on a pro-rated basis. In the event the holiday falls on a work day, the employee will be paid for the time usually worked. Per diem Rescue Department employees at time and one half of their regular wage when working on a town established holiday.

When a specific holiday falls within an eligible employee's approved vacation period, that day shall not be considered a vacation day. Any full time employee who is not scheduled to work on a calendar holiday may be given another scheduled work day off with pay, such day to be at the discretion of the department head.

Police officers are required to work their regular number of hours regardless of any holidays which may occur during the work week. They are compensated for holidays at the rate of straight time. They receive their accumulated holiday pay in a lump sum every six (6) months - July and December.

SECTION 5 Annual Vacation

After one (1) fulltime full year of employment:	Ten (10) days
After five (5) fulltime full years of employment:	Fifteen (15) days
After fifteen (15) fulltime full years of employment:	Twenty (20) days

- A. Vacation time cannot be taken before it is earned and begins to accrue in the month following the date of hire. Vacation year is defined as one (1) year from the date of employment.
- B. Permanent part time employees shall be granted vacation with pay on a pro-rated basis equivalent to the percentage of hours regularly scheduled to work.
- C. Annual vacation may be taken at one time or several days at a time with the consent of the department head. Employees may take their vacation when desired at a time mutually acceptable to the department head with the employee providing four (4) weeks prior notice. An employee desiring vacation pay before going on annual vacation must notify his/her department head at least ten (10) days in advance.

In all circumstances the needs of the town shall be considered prior to authorization of vacations.

- D. No employee may carry over more than one year accrual of vacation time from one year anniversary date to the next. Employees shall be notified, in writing, six (6) weeks in advance of their anniversary date of any vacation days in excess of the allowable carry over limit. Vacation days in excess of the allowable limit to carry over will be lost unless prior permission to carry over is granted by the board.
- E. Upon retirement, resignation or discharge, the employee shall receive any unused and/or accrued vacation time on the books. In the event of an employee's death while working for the town the estate/beneficiary shall receive compensation for all unused vacation time on the books.
- G. All accumulated leave time earned by an employee shall be calculated and reported at least quarterly throughout the year.
- H. Employees who, on the effective date of this Personnel Policies and Procedures Manual, have obtained five (5) or more years of service and receive vacation accrual based on the previous Personnel Policies and Procedures Manual dated February 7, 1984, shall be grandfathered as to vacation accrual. Furthermore, grandfathered employees may carry twenty (20) vacation days from one anniversary year to the next.

SECTION 6
Longevity Pay

The Town provides longevity pay to full-time employees based on continuous years of service as follows:

Years of Service	Annual Payment
3-5 years	\$250
6-10 years	\$500
11-15 years	\$750
16-20 years	\$1,000
21 or more	\$1,250

Payment shall be made annually on the payroll that includes the employee's anniversary date. Upon termination of employment with the Town, employees shall receive longevity pay pro-rated for the number of days of longevity in that year calculated from the employee's anniversary date to the day employee terminates.

The Town provides longevity pay to part-time employees based on continuous years of service as follow:

Years of Service	Annual Payment
3-5 years	\$125
6-10 years	\$250
11-15 years	\$375
16-20 years	\$500
21 or more	\$625

Payment shall be made annually on the payroll that includes the employee's anniversary date. Upon termination of employment with the Town, employees shall receive longevity pay pro-rated for the number of days of longevity in that year calculated from the employee's anniversary date to the day employee terminates.

[Adopted 12-01-2020]

ADDENDUM B

Benefits

In addition to the benefits enumerated in Chapter 5, the town provides each full time employee the following: (All benefits are paid in full by the town as enumerated within this Addendum.)

SECTION 1 Health Insurance

The town shall pay the cost of the premium for a single, two-person or family health insurance premium designated by the Town and then payroll deduct from each employee \$7 (seven dollars) per week (effective 7/1/2010) to offset the cost of said premium. At the discretion of the Board of Selectmen, an option may be available to purchase a more comprehensive medical plan with the employee being responsible for payment of difference in cost in addition to the weekly contribution of \$7 (seven dollars) per week. This option, subject to availability and the plan providers terms and conditions, would have to be chosen prior to the commencement of the new plan year. Currently the plan renews on January 1 of each fiscal year, a completed application for the new coverage would have to be delivered to the Town Administrator at least two weeks prior to the end of December in order to initiate coverage for January 1.

Each employee, upon being hired, must complete a form stating participation/non-participation in said coverage. Coverage begins on the first day of the month following appointment.

Health Insurance “buyout” for full-time regular employees provided:

- That the employee is covered by health insurance from any other source other than the town;
- That the employee elects not to be covered by the Town’s health insurance; and
- That the employee proves to the satisfaction of the Town that he/she has sufficient alternative health insurance coverage.

The Town shall reimburse the employee meeting the above criteria in the following fashion:

- Family Coverage \$5,000
- 2-person coverage \$5,000
- Single Coverage \$5,000

Said buyout shall be included as a table benefit “insurance credit” paid quarterly to the employee. The employee shall furnish the Town with proof of alternative coverage on a yearly basis. [Adopted 12-01-2020]

SECTION 2 Dental Insurance

The town shall pay one hundred percent (100%) of the premium for a single, two-person or family dental plan.

SECTION 3 Short and Long Term Disability

The town shall pay one hundred percent (100%) of the premium of a short and long term disability plan for each employee covering non-work related injuries.

While an employee is on short term disability insurance leave the town will continue to provide the cost of coverage for all benefits to which an employee is found eligible.

Should an employee be receiving benefits under long term disability insurance coverage, the town will cover the medical/dental benefits for that first month that they qualify only; for all subsequent months, the employee will be given the opportunity to continue to be covered under the town's medical and dental coverage at their own expense.

SECTION 4 Worker's Compensation

Worker's compensation is paid for each employee by the town. This insurance covers the employee's wages for injuries or illnesses received on the job.

Worker's compensation coverage shall be as specified by the laws of the State of New Hampshire, and shall be treated as follows:

- A. He/she shall receive from the town's insurer worker's compensation in a dollar amount and for the period of time specified by state law.
- B. According to current workers compensation law, lost time from work is paid by the insurance carrier after the third full day of lost time. Should the wages received from insurance carrier be less than what the employee would have received if he/she were present for duty and should the employee have sufficient sick/vacation/compensatory time accrued, the Town of Henniker will pay the injured employee the difference between the workers compensation wage and the employee's current regular wage until the sick/vacation/compensatory time is exhausted. Current regular wage is defined as his/her regular scheduled hours and shall not exceed 40 hours for regular employees, 43 hours for police and 50 hours for full-time fire/rescue.

After a reasonable length of time, the town reserves the right to have two (2) physical examinations made to determine the minimum physical condition of the employee for continued employment. These examinations will be made at the discretion of the town and the cost of said examination will be paid by the town.

The town shall not be required to provide light duty work to those employees unable to continue in their present position/responsibilities.

SECTION 5
Life Insurance

Full time employees shall be covered with a \$10,000 life insurance policy.

If the employee dies while working for the town the beneficiary as named on the policy shall receive specified benefits.

SECTION 6
Accidental Death and Dismemberment

Full time employees shall be covered with an accidental death and dismemberment policy.

If the employee dies while working for the town the beneficiaries as named on the policy shall receive specified benefits.

In all instances the town reserves the right to determine which company(ies) will provide insurance(s).

SECTION 7
Mileage Reimbursement

The Town of Henniker will reimburse any employee of the town the annually adjusted Internal Revenue Service deductible mileage rate.

SECTION 8
Meal Reimbursement

It is not the policy of the town to reimburse any employee for any alcoholic beverage as part of a meal reimbursement.

SECTION 9
Tuition Reimbursement

The following reimbursement policy will apply to all full-time employees after one year of service. The Town agrees to provide reimbursement for the cost in accordance with the following:

- Courses must be approved in advance as recommended by the department head with the approval by the Town Administrator;
- Courses are related to the employee's job or as part of an approved career development program;
- There is sufficient funding in the budget for that purpose;
- Not more than one thousand five hundred dollars (\$1,500) will be paid for an employee in any calendar year for all course reimbursement for that year. This can be waived by

the Board of Selectmen should funds be available.

- Reimbursement for only the cost of the course will be as follows:
 - 100% for an A grade;
 - 90% for a B grade;
 - 70% for a C grade;
 - 100% or 0% for a “pass” or “fail” graded course
- Proof of course completion and grade attainment must be submitted before reimbursement.

ADDENDUM C

ACKNOWLEDGMENT Town of Henniker Personnel Policy

I hereby acknowledge that I have received a copy of the Town of Henniker's personnel policy and understand that if I should have any questions in regard to the policies then I should direct them to:

TOWN ADMINISTRATOR
TOWN OF HENNIKER
18 DEPOT HILL ROAD
HENNIKER, NH 03242
(603) 428-3221

EMPLOYEE NAME: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

The policies stated in this manual are intended as guidelines only and are subject to change at the sole discretion of the Board of Selectmen. This manual should not be construed as and does not constitute a contract guaranteeing employment for any specified duration. Please understand that no supervisor, manager or representative of the Town other than the Board of Selectmen has the authority to enter into any agreement with you for employment for any specified period of time or to make promises of commitment contrary to the foregoing. Further, any employment agreement entered into shall not be enforceable unless it is in writing.

APPENDIX A

FORMS

1. Employee Evaluation Form
2. Supervisors Evaluation Form
3. Merit Pay Worksheet