

PERSONNEL POLICY MANUAL

Not all of these policies apply equally to all Town employees as your Union contract may provide for different policies and procedures in some areas

Last printed: May 5, 2021 - 12:18 PM

Adopted: March 12, 2009
Effective: March 12, 2009
Amended: September 24, 2009
Amended: March 25, 2016
Amended: November 17, 2016
Amended: May 10, 2018
Amended: October 9, 2019(Appendix A)
Amended: December 19, 2019(Appendix A)
Amended: March 25, 2021(Appendix A)

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INTRODUCTION

WELCOME

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

This Personnel Policy Manual explains our policies, procedures and benefits as well as opportunities and responsibilities. Please be advised that the Town of Merrimack may change, modify, or revoke any policy at it sole discretion, with or without advance notice. The Town of Merrimack will make every reasonable effort to promptly notify employees of any changes.

As an employee of the Town of Merrimack, your contribution is essential. The Town's goal is to provide you with satisfying work while providing our citizens with the best public service.

Welcome to our team.

EMPLOYEE WEB PORTAL

1. WebSense is a web-based front-end to our BudgetSense® financial & personnel information system. The Town of Merrimack is pleased to offer this service to our employees. The portal will enable you to review and even modify critical data as it relates to your employment with the Town, such as payroll, accrual, policy and benefit information. Please visit https://websense.merrimacknh.gov to self-register and gain access to the resources the portal offers.

AT-WILL

1. The Town of Merrimack is an "At-Will Employer." All employees, except those employed pursuant to a written employment contract for a specified term (including but not limited to a collective bargaining agreement) or those covered by statute, are employed "at will". This means that either the Town of Merrimack or the employee can terminate the employment relationship at any time for any lawful reason. The text of this policy is not intended to be, nor should it be construed as, a contract of employment or as a contract guaranteeing continued employment.

2. Employees are also encouraged to review the Town's Administrative Code and Town Charter that cover other Town policies.

3. If any portion of these policies is inconsistent with an employee's contract (including a collective bargaining agreement) or an employee's legal rights, the contract and/or law shall control.

4. In addition, because the benefits extended to those covered by Collective Bargaining Agreements are separately negotiated, the "Time Away from Work" and "Benefits" sections of this Personnel Policy Manual do not apply to those covered by Collective Bargaining Agreements unless expressly provided.

RELATIONSHIP OF POLICIES

1. Each separate and identifiable department of the Town may develop and implement as necessary such procedures, and rules pertaining to unique operational requirements and their effect upon employees as are needed for efficient and effective performance of the department. Such procedures and rules should not conflict with these policies and procedures, or amendments to implementation and must be approved by the Town Manager. Should any conflicts arise, policies adopted by the Town Manager shall prevail.

CHAPTER I – PERSONNEL ADMINISTRATION

PURPOSE

1. The purpose of the Personnel Policy Manual is to establish policies to ensure, insofar as possible, uniform treatment and administration of personnel employed by the Town of Merrimack, and to inform the employees of the Town of the working conditions regarding their employment.

2. The overall responsibility for the administration of this plan rests with the Town Manager. Department Heads are responsible for administration within their departments.

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

4. This Personnel Policy Manual is not intended as a contract. All employees are employees-at-will unless otherwise specified by a collective bargaining agreement. The policy and procedures and the application thereof shall not be subject to the grievance and arbitration procedures of any collective bargaining agreement.

5. This Personnel Policy manual may, at any time, be amended at the discretion of the Town Manager and with the approval of the Town Council. Amendments will become effective on the date specified upon adoption by the Town Council.

6. The Town will indemnify all employees in accordance with the Charter of the Town of Merrimack, Article 11-4.

7. It is the Town's policy to employ, retain, promote, terminate, and otherwise treat all employees and job applicants on the basis of merit, qualifications, and competence. This policy shall be applied without regard to any individual's race, color, sex, marital status, sexual orientation, national origin, religion, age, physical or mental disability, or veteran status, or any other characteristic protected by law.

DEFINITIONS

Appointment

The designation of a person as an employee of the Town and his or her induction into a position in the classified service as either temporary, on call, full-time, or part-time.

Demotion

A change of an employee from a position in one class to a position in another class having a lower level of responsibility and pay scale.

Department Head

An employee who is responsible for the efficient operations of his or her assigned department as appointed by the Town Manager pursuant to the Town Charter.

Division Head
An employee who is responsible for the efficient operations of his or her division or sub-unit as determined by the Town Manager and the Department Head.

Examination (Selective Device)
Any test of fitness used to evaluate the ability of applicants to perform the duties of a position. (ie., oral board, written test, performance test, physical examination).

Exempt Employee
An employee shall be deemed salaried if, as a matter of policy or practice, he/she regularly receives each work week a predetermined amount of money constituting his/her compensation. All salaried employees are employees deemed to be exempt from the provisions of the Fair Labor Standards Act.

Extended Family
A relationship legally described as:

Grandparent	Grandparent-in-Law
Brother/Sister-in-Law	Grandchild

Fair Labor Standards Act (FLSA)

The United States Department of Labor website states that the Fair Labor Standards Act (FLSA) establishes minimum wage, overtime pay, recordkeeping, and youth employment standards affecting employees in the private sector and in Federal, State, and local governments.

Furlough
A temporary unpaid layoff period.

Immediate Family
A relationship legally described as:

Spouse Son/Daughter-in-Law	Guardian	Parent/Step-parent
Child/Step-child	Brother/Sister Step-brother/sister	Parent-in-Law
Civil Union Partner	A relative currently domiciled in the employee's household	

Job Description
A written description of the work performed by an employee and of the knowledge, skills, abilities, education, and previous experience required of an employee holding that position.

Layoff
Involuntary termination 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. Leave may be authorized with or without pay.

Merit Pay

A type of pay increase that a regular employee may earn each fiscal year which is based on the employee's performance. The percentage of increase received, if any, directly correlates to the rating that the employee receives on their annual performance appraisal.

Non Exempt Employee

An employee who receives compensation on the basis of hours worked.

Official

Anyone currently appointed to any Town Board, Commission, or Committee or who holds a Town office won by election.

Performance Probation

A status which may be assigned to an employee whose sustained performance has fallen below acceptable standards. It is a written warning that failure to improve may result in suspension or termination of the employee.

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, reallocation, resignation, suspension, termination.

Position Classification

A group of position(s) sufficiently alike in duties, authority, and responsibility to justify the same class title, qualification, and the schedule of pay.

Promotion

A change of an employee from a position in one class to a position in another class having a higher level of responsibility and pay scale.

Reclassification

A modification to an employee's current position, which may change his or her responsibilities and/or job title.

Regular Employee (Full Time)

An employee whose regularly scheduled work week is thirty-seven and a half (37 ½) hours or more, having successfully completed a trial period and appointed by the Town Manager.

Regular Employee (Part Time)

An employee whose regularly scheduled work week is less than thirty-seven and a half (37 ½) hours, having successfully completed a trial period and appointed by the Town Manager.

Resignation

Separation of an employment by the individual's own choice or volition.

Suspension

An enforced leave of absence for disciplinary purposes or pending an investigation or

charges made against an employee.

Temporary Employee

An employee who works on a call basis; who does not have a regular work schedule; or was hired only for a specified term. None of the benefits afforded other employees shall be available to temporary employees except those that are mandated by law.

Termination

Separation of an employee from employment by the Town.

Transfer

A change of an employee from a position to another position that does not significantly change the employee's level of responsibility or pay scale.

Trial Period

A working test period of six (6) months, following initial appointment, during which an employee is required to demonstrate by conduct and actual performance, his/her fitness for the position to which he/she is appointed. Employment may be terminated at the will and discretion of the Town Manager at any time during the trial period. In cases of a trial period release from Town service, formal advance notice by the Town is not required. A trial period may be extended at the discretion of the Department Head and the Town Manager if further evaluation is necessary

Unauthorized Absence

An absence of any employee from duty for a single day or part of a day that is not authorized by a specified grant of a leave of absence under the provision of these policies, will be deemed to be an unauthorized absence without leave.

Vacancy

An authorized position which has no assigned employee. In addition to other provisions of this policy, a vacancy in a position may include but not be limited to employee resignation, death, accepts other employment, is removed from office, termination, conviction of a felony, is absent from the work place with no reasonable likelihood of return, is judicially declared to be mentally incompetent or as may be provided by state statute.

CHAPTER II – FAIR TREATMENT OF EMPLOYEES

ANTI-HARASSMENT AND NON-DISCRIMINATION POLICY AND EQUAL EMPLOYMENT OPPORTUNITY

1. Objective

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

2. Details

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

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

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

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

3. Definition of Sexual And Other Illegal Harassment

    a. Harassment refers to unreasonable conduct or behavior which is personally offensive or threatening, impairs morale, or interferes with the work effectiveness of employees. Examples of harassment include conduct or

comments that threaten physical violence; offensive, unsolicited remarks; unwelcome gestures or physical contact, display or circulation of written materials, items or pictures degrading to any gender, racial, ethnic, religious, age, disability or other group listed above; and verbal abuse or insults about or directed at any employee, or group of employees because of their relationship in any of the groups listed above.

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

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

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

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

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

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

    i. Verbal: sexual innuendoes, racial or sexual epithets, derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;

    ii. Visual/Non-verbal: derogatory posters, cartoons, or drawings; suggestive objects or pictures; graphic commentaries; leering; or obscene gestures;

    iii. Physical: unwanted physical contact including touching, interference with an individual's normal work movement or assault; and

    iv. Retaliation: making or threatening reprisals as a result of a negative response to harassment.

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

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

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

4. Harassment/Discrimination Grievance Procedure

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

b. Harassment or discrimination by other employees, elected officials or appointed Board and Commission members, or by clients or vendors shall immediately be brought to the attention of the Human Resources Coordinator, or the Town Manager. These individuals are also available to discuss any questions or concerns you may have and to provide information to you about the Town's policy on sexual or other illegal harassment and discrimination and our complaint process. If the Human Resource Coordinator is involved in the alleged allegation, employees shall report the alleged allegation directly to the Town Manager. If the Town Manager is involved in the alleged allegation, employees shall report the incident directly to the Town Council Chair.

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

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

5. Harassment/Discrimination Investigation Procedure

a. When the Town receives a complaint of harassment or discrimination, we will promptly investigate the allegation. Complaints will be kept confidential to the extent consistent with our obligation to look into and remedy any harassment or discrimination. The Human Resources Coordinator will advise the Department Head of the matter. For most matters, the investigation will include an interview with the person filing

the complaint/the alleged victim, an interview with the person alleged to have committed the harassment, and to the extent necessary, interviews with co-employees or other witnesses. All employees are expected to be truthful, forthcoming and cooperative in connection with a complaint investigation.

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

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

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

6. False Claims

a. Any employee who is found to have knowingly brought a false claim shall be subject to disciplinary action up to and including termination. Should disciplinary action be taken against an employee for violation of the within section, said disciplinary action will be recorded in the individual's personnel file.

7. Disciplinary Action

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

8. Retaliation

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

attention of the Human Resources Coordinator, or the Town Manager, so that appropriate action may be taken. If the Human Resource Coordinator is involved in the alleged allegation, employees shall report the alleged allegation directly to the Town Manager. If the Town Manager is involved in the alleged allegation, employees shall report the incident directly to the Town Council Chair.

AMERICANS WITH DISABILITIES ACT POLICY

1. 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 Human Resources Coordinator 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 your permission to obtain additional information from your physician or other medical or rehabilitation professionals to document that you have a disability and to assist the Town 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 and HIPAA. 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.

WHISTLEBLOWER PROTECTION POLICY

1. No employee shall be subject to intimidation, retaliation, discharge, discriminated against or otherwise threatened regarding such employee's compensation, terms and conditions of employment, or privileges of employment because the employee in good faith reports or causes to be reported, verbally or in writing, what the employee has reasonable cause to be is contrary to the best interest of the Town of Merrimack, its employees and/or its citizens, or reasonable cause to believe is a violation of the Town Charter, or any law or rule adopted under the laws of this state, or any ordinance, rule, or regulation adopted by the Town of Merrimack by its officials or citizens or any rule or law adopted by the State of New Hampshire or the United States Government. Anyone employed by the Town of Merrimack who violates the above policy may be subject to disciplinary action up to and including termination.

CHAPTER III – CLASSIFICATION PLAN

PURPOSE

1. The classification plan provides an inventory of non-union positions in the Town and a position description for each class of employment. The arrangement of the classification is indicative of a range of duties and responsibilities that have the same meaning throughout the classified plan.

ADMINISTRATION

1. Positions which are approximately equal in difficulty and responsibility, which call for the same general qualifications and which can be equitably compensated within the same pay range under similar working conditions, will be placed in a single class.

2. 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 or all physical requirements. Written job descriptions will be provided for each position within a classification.

CHAPTER IV – COMPENSATION PLAN

PURPOSE

1. The Town Manager shall be responsible for proposing a uniform and equitable pay plan for the classified service which shall consist of a minimum and a maximum rate of pay for each class of positions and other in-between rates as he/she considers necessary or equitable. The pay plan shall be approved by the Town Council prior to implementation. (See Appendix A which is subject to change with subsequent approval of Cost of Living Adjustments)

ADMINISTRATION

1. Salary ranges shall be tied to the classification plan and will be determined with due consideration to ranges of pay for other classes, prevailing rates of pay for comparable work, and other public and private employment in the area, suggestions of Department Heads, the financial policy of the Town and other available economic considerations. No compensation shall be paid without certification, by the Town Manager or such officer as he/she may direct or appoint, that the recipients are employed by the Town and that their rates of compensation comply with the pay schedule. Promotions from one job classification to another may be made upon the approval of the Town Manager at any time.

PAY ADJUSTMENTS

1. Subject to approved fiscal year funding, all regular non-union employees in good standing are eligible to receive wage adjustments as approved by the Town Manager and based upon successful goal accomplishments as evidenced by performance appraisals during the anniversary date performance appraisal process. The effective date on a performance appraisal review for any increase will be the first Sunday following the date of the individual employee's eligibility for the increase.

2. Upon the completion of a trial period, an employee who has successfully demonstrated the skills and requirements of the position as evidenced by a performance appraisal shall be eligible for a wage adjustment of up to 5%.

PLUS RATES

1. A plus rate is an additional pay incentive that may be awarded to an employee who is assigned to undertake additional assignments or responsibilities clearly above and beyond the employee's normal responsibilities for a period of at least 30 consecutive calendar days. The increment is temporary until the extra duties are assumed by others. A plus rate must be specifically justified and approved by the Town Manager.

WAGES

1. Wages will generally be paid each Friday. However, whenever one of the holidays reflected in Chapter IX falls on a normal pay day, the wages that would otherwise have been payable on that day shall instead be paid on the preceding day.

2. The Town reserves the right to change to a biweekly pay period. In the case of biweekly pay, wages will generally be paid on a Friday. However, whenever one of the holidays reflected in Chapter IX falls on a normal pay day, the wages that would otherwise have been payable on that day shall instead be paid on the preceding day.

3. Non Exempt employees shall be compensated based on actual hours of work at their regular hourly rate for 40 or fewer hours and at their overtime rate pursuant to the FLSA for any hours beyond 40 in the week.

4. Exempt employees shall be compensated based on a predetermined weekly salary for any week in which the employee performs any work. Exempt employees shall be provided voluntarily requested unpaid time off after all accrued time is exhausted with the approval of the employer.

5. An employee's final wages shall be paid in accordance with New Hampshire Statutes and the Personnel Policy Manual upon separation.

HOURS OF WORK/OVERTIME

1. For full-time, hourly employees, the regular workweek will consist of eight hours per day, five consecutive days per week. In general, the work schedule will be 8:30 a.m. to 4:30 p.m., Monday through Friday and shall be consistent with the operations of the Town unless otherwise approved by the Department Head and Town Manager. At the discretion of the Department Head, employees may take an unpaid one half hour lunch break off premises. If this option is chosen, the employee's work day shall be extended by one half hour any time during the current work week so that the employee works a full work week (Work week is defined as 12:01 a.m. Sunday until 12:00 midnight on the subsequent Saturday). If employees stay on premises and are available to their supervisor, the half hour lunch period will be paid. Work schedules for part-time employees will be as arranged with those employees at their hire.

2. Salaried employees shall generally work eight hours per day (including a half hour lunch break), five consecutive days per week, and in addition, shall work whatever additional hours that are required to fulfill their responsibilities.

3. Hourly employees shall be paid 1.5 times their base hourly wage for any hours worked in excess of 40 hours during a workweek in accordance with the Fair Labor Standards Act. [1] Employees shall obtain prior authorization from their supervisor prior to performing any overtime work.

4. Time paid but not worked shall be included in the computation of hours worked for overtime purposes. Such time shall include but not be limited to sick leave, vacation, bereavement leave, and personal leave. This provision expires July 1, 2010.

5. The Town reserves the right to change an employee's work schedule and to reclassify a position from full-time to part-time or from part-time to full-time.

[1] Please note different overtime regulations apply to firefighters.

Except in emergency situations as determined by the Department Head, an employee shall be given an advance notice of at least fifteen calendar days when his/her work schedule is to be changed. In such cases, "emergency situations" shall be defined as conditions beyond the Town's control.

6. Hourly employees subject to "call-back" shall mean an occasion when an off-duty employee is required to return to duty due to an emergency or some other urgent situation. A minimum of two hours at 1.5 times the base hourly wage will be paid for call-backs.

7. If an hourly employee is required to appear in court on behalf of the Town on that employee's day off, he or she shall be paid a minimum of three hours at 1.5 times his or her base hourly wage. This minimum compensation shall also be paid to an employee who is not given at least a two-hour advance notification of a court schedule change that affects his or her attendance. All remuneration received by an employee from others for such court appearances shall be remitted to the Town.

8. Compensation shall not be paid more than once for the same hours under any provision of this policy.

SCHEDULED HOURS OF EMPLOYMENT

1. Employees are expected to be on time and working during designated hours of employment. Employees may be granted flexibility in their work schedules with the express permission of their Department Head or immediate supervisor. Employees must obtain such approval prior to altering their schedules. Such approval should be documented with, at a minimum, an e-mail that shows appropriate permission has been given for any adjustment of 30 minutes or greater. For adjustment less than 30 minutes, verbal approval from the immediate supervisor shall be sufficient. No employee shall leave the workplace except for emergencies without notifying their supervisor. In the case of emergencies, employees that do leave the workplace during designated hours of employment shall notify their supervisor as soon as practicable thereafter.

COMPENSATORY TIME

1. Hourly employees may accrue compensatory time at a rate of time and one half for any hours worked in excess of 40 hours per week. All compensatory time must be authorized by the Department Head or designee prior to accruing such comp time. In no event shall hourly employees accrue more than 20 hours of compensatory time (or the equivalent of 30 hours at the regular rate of pay). The employee’s supervisor or Department Head shall forward notice of the accrued time on the appropriate form to the finance department as part of their payroll processing.

2. Employees desiring to be paid for unused compensatory time shall submit their request to the Department Head no later than December 1 of each year. The Department Head shall have the sole authority to authorize or deny payment for unused time. Denial of compensatory time payout shall not be subject to the grievance procedures.

3. Employees may request the use of accrued compensatory time. The Department

Head shall have the sole authority to authorize or deny such request, however the Department Head shall comply with the provisions of RSA 275:43 VII,(b)(1). Requests for the use of compensatory time shall be consistent with requests for the use of vacation time.

4. All exempt employees are exempt from compensatory time provisions and thus are ineligible to accrue compensatory time.

POLICY REGARDING DEDUCTIONS FROM SALARIES FOR EMPLOYEES EXEMPT FROM OVERTIME PAY REQUIREMENTS

1. The US Department of Labor regulations regarding payment of overtime require as a preliminary threshold for exemption from overtime pay requirements that an employee be paid on a salary basis.
2. The Regulations review the types of deductions which may be made from an employee's salary during any pay period and their effect on the employee's status as exempt or non-exempt from overtime pay requirements.

3. The Department of Labor has provided some examples of permissible deductions in a fact sheet available at its web site [www.dol.gov]. Naturally, as with any sampling, caution must be exercised by noting that the specific requirement in any given case will be governed by application of the laws and rules in question. Here is how the US Department of Labor describes exemptions from salary:

    a. Deductions from pay are permissible when an exempt employee: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts employees receive as jury or witness fees, or for military pay; for penalties imposed in good faith for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions. Also, an employer is not required to pay the full salary in the initial or terminal week of employment, or for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.

4. The Town of Merrimack is committed to avoiding improper deductions and will act promptly to remedy any situation in which such a deduction may have been made by reimbursing the employee for any such improper deduction not later than the first pay day upon which the reimbursement reasonably may be made following a timely final determination that the deduction was improper.

5. Any employee who believes that a deduction from salary is improper should discuss the matter with the Human Resources Coordinator, who will promptly (normally within one (1) business day) make an initial determination as to whether the deduction is proper, including a written explanation if it is found that the deduction was proper. The employee should ordinarily initiate this inquiry within two (2) business days after being paid or being notified of the deduction unless

special circumstances justify later action. If the employee is not satisfied with that decision, the employee may file a written appeal within two (2) business days to the Town Manager which states the basis for disagreeing with the decision. The appeal shall be considered within three (3) business days with a final decision issued within four (4) business days whenever possible. Any final decision may be appealed in accordance with state or federal requirements as applicable.

6. If any deduction was found to have been made improperly, the Town of Merrimack shall make a sincere and good faith effort to avoid any such improper deductions in the future for the employee and any similarly situated employees.

CHAPTER V – RECRUITMENT

PURPOSE

1. To describe the actions to be taken in recruiting, hiring, orienting, transferring or promoting Town employees.

ADMINISTRATION

1. All recruiting, hiring, promoting and transferring shall be accomplished on the basis of merit and without regard to race, creed, color, age, gender, religion, national origin, or citizenship of the candidate.

2. The Town Manager is the appointing and removal authority for all employees. No employee shall have been hired, promoted or, transferred until the Town Manager has approved a Personnel Action Request (PAR) form.

RECRUITMENT PROCESS

1. Whenever a vacancy occurs in a competitive position in any department, the Department Head shall notify the Town Manager's office of said vacancy on a form prescribed by it, stating the date of the vacancy, the position title, any other pertinent facts which may be necessary and the name of any present employees where the vacancy may be a promotion. If the vacancy is that of a Department Head, the Town Manager will determine the recruitment and selection of said vacancy.

2. Upon the approval and signature of the Town Manager, the Department Head will be notified. If necessary, a meeting will be set up with the Town Manager, Department Head and Human Resources Coordinator to discuss recruitment of the available position. Recruitment shall involve posting the vacancy internally and externally. With Town Manager approval, if the position involves a promotion of internal applicants, the external posting may be waived or delayed until internal applicants have been interviewed.

3. All responses to job postings shall be directed to the Human Resources Coordinator.

4. Due to the special nature of recruitment for firefighters and police officers, the Town of Merrimack shall provide for specific exceptions to the general recruitment policy as outlined in paragraph 2 above. Accordingly, the Merrimack Police and Fire Departments shall not be required to post openings for entry level police officers and firefighters internally or publicly, but shall follow the following procedures instead.

    a. Recruitment of Full-time Firefighters – The Fire Department shall recruit for entry level firefighter openings from an eligibility list which is created by the New Hampshire Fire Standards and Training Commission, the Town

of Merrimack Call-Division, and from the pool of current full-time firefighters employed in the State of New Hampshire. All eligible candidates not hired at the time of the process shall remain on an eligibility list for one year to be considered if other openings appear within that year. Vacancies in higher ranking positions are filled through competitive examinations.

b. Recruitment of Police officers—The Police Department shall recruit for Special Police Officers and provide a competitive examination and evaluation process to determine eligible candidates. All eligible candidates not hired at the time of the process shall remain on an eligibility list for one year to be considered if other openings appear within that year.

Vacancies for full time Patrol Officer's positions shall be filled by allowing all interested Special Police Officers to submit an application for the position and from a pool of current full time certified police officers employed in the State of New Hampshire. The Chief of Police, after consultation with the Town Manager, may open the process up to outside candidates that are not special officers with the Town or certified officers employed in the State of New Hampshire. A competitive process shall be used to select appropriate candidates to present to the Town Manager for approval.

Vacancies in higher ranking positions or for special assignments, to include lateral transfers, shall be filled by competitive process or an administrative review of candidate performances, as directed by the Chief of Police. Candidates may remain on an eligibility list at the discretion of the Chief of Police for up to one year.

5. The Department Head, Town Manager and Human Resources Coordinator shall select those applicants to be interviewed. All employees who apply will be granted an interview. The Department Head or the Human Resources Coordinator will schedule interviews to be conducted by the Department Head, the division head (where applicable), Human Resources Coordinator and/or the Town Manager. A second interview may be requested of any candidate. The candidate must complete an Application for Employment and that will be sent to the candidate prior to the interview.

HIRING

1. After completing interviews, the Department Head will select his/her top candidate and send a PAR to the Human Resources Coordinator along with any documents created or collected during the recruitment process and a recommendation memorandum

2. Prior to any applicant being offered a Final Offer of Employment with the Town of Merrimack, the applicant shall be offered a Conditional Offer of Employment for the purposes of conducting a thorough work history, character and criminal background check. All applicants must execute a Condition Offer of Employment Agreement form which is attached to these policies as Appendix B, and hereby incorporated by reference. If the applicant successfully passes work history,

character and criminal background check, a Final Offer of Employment will be issued at the sole discretion of the Town Manager unless otherwise provided for in the Charter of the Town of Merrimack.

3. A police records check, reference check, driving records check, criminal background check, credit check and physical exam may be completed, if deemed necessary by the Human Resource Coordinator.

4. Upon receiving the completed required background check information, the Human Resources Coordinator will forward all documents to the Town Manager for final approval/disapproval. The Town Manager may elect to request more documentation and /or information regarding the proposed candidate.

5. Upon the signing of the PAR by the Town Manager, all documents will be returned to the Human Resources Coordinator. The Human Resources Coordinator will notify the Department Head that the candidate may now be officially offered the position. The Department Head shall obtain a starting date, and inform the new employee of orientation with the Human Resources Coordinator. All non-successful interviewees shall receive a letter of notification from the Human Resources Coordinator.

ORIENTATION

1. On the first day of work, the new employee will begin the orientation process provided by the department and shall meet with the Human Resources Coordinator to review payroll and related benefits.

RELATIVES

1. Nothing in the Town's equal employment opportunity policy is intended to be interpreted as preventing the Town from reasonably regulating nepotism for reasons of supervision, safety, security, or morale. Generally, employees' relatives will be eligible for employment with the Town as long as no conflicts in supervision, safety, security, morale, or potential conflicts of interest exist.

RESIDENCY

1. The Town may impose a residency requirement upon employees deemed to be essential for operation, management, administration, or function of the Town.

TRIAL PERIOD

1. Any employee who begins employment with the Town, or transfers or is promoted from a position in the Town to any other position in the Town shall serve in a trial period for six (6) months from the date of hire, transfer or promotion. In the case of a transfer or promotion, the trial period may be waived at the discretion of the Town Manager. The Department Head may recommend to the Town Manager an extension of the trial period in cases where the employee's performance falls below expectation. Employment may be terminated at the will and discretion of the Town Manager at any time during the trial period. In cases of release from Town service

during the trial period, formal advance notice by the Town is not required.

TRANSFERS

1. An employee may apply for a transfer to another vacant position of the same classification or when a Department Head deems a transfer is necessary because of work conditions. All interdepartmental transfers shall be approved by the Town Manager and be subject to approval by the Department Head. A transfer shall not affect an employee's seniority, benefits or wages.

CHAPTER VI – STANDARDS OF CONDUCT / DISCIPLINARY ACTION[2]

PURPOSE

1. To define the disciplinary actions which may be taken by the Town, the policies and procedures for the imposition of discipline and the process through which employees (except trial period employees) may appeal disciplinary action. This policy applies to every Town employee except when specific provisions are superseded by a collective bargaining agreement or Town Charter.

ADMINISTRATION

1. The Town reserves the right to take disciplinary action in a manner that it considers to be necessary for the effectiveness and efficiency of operations and appropriate to the infraction involved.

2. Disciplinary action shall generally be taken in the following sequence: verbal warning; written warning; suspension without pay; demotion and discharge. However, this sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension without pay, demotion or discharge.

3. An employee will be tendered copies of any documentation that reflects the disciplinary action being taken against him or her.

4. Any employee disciplined or discharged shall be entitled to the provisions of the grievance procedure; provided here in this Chapter

5. Pursuant to New Hampshire RSA 275:43-b, I(b), an exempt employee who receives a disciplinary suspension without pay in accordance with this policy, and in accordance with the FLSA, as amended, for any portion of a pay period, shall be given written notification at least one pay period in advance. The suspension shall be given in full day increments. Suspension may start immediately.

CONDUCT

1. No Town employee shall accept, engage in, or be associated with any activity, employment, or self-employment which shall constitute a conflict of interest, that will adversely affect the proper performance of the employee's duties in the Town's service.

2. Town employees shall not solicit nor engage in any employment/ self-employment or accept any wages, payments or gratuities for work practices undertaken during their assigned Town working hours. Their action and activities during assigned Town working hours shall be limited to official business within the scope of their assigned Town duties and responsibilities.

3. Town employees shall not appropriate or use Town-owned, leased, or rented

[2] Note that Disciplinary Actions for unionized employees are set out in Collective Bargaining Agreements. If anything in this policy is inconsistent with a Collective Bargaining Agreement, the Collective Bargaining Agreement controls.

property, or the Town job-related services of any Town official or employee, for other than official business. Further, Town employees shall exercise all reasonable and prudent measures to preclude same from any unauthorized possession or use.

4. Town employees shall not be required to contribute to any political or religious purpose, nor shall they engage in improper political activity. Improper political activity is defined as any action by an employee acting in an official capacity which may cause or obligate a Town official, or a member of a political party, to reward or benefit the Town employee in any manner.

5. Town employees shall not personally profit or benefit from any agreement, purchase, contract, sale or service between the Town and any person or company, nor shall they accept any free or preferred services, benefits, gifts or concessions from any person, company, or agency. An occasional non-pecuniary gift of insignificant value (less than $25.00) may be accepted. This paragraph does not prohibit the acceptance of awards which are publicly presented in recognition of public service, nor does it prohibit the acceptance of any gift that would have been offered or given to the employee if the employee were not an official or employee of the Town. No Town employee shall have any financial interest in the profits of any purchase, sale, contract, or work performed by the Town or for the Town.

6. Town employees are expected to maintain professional working relationships with other Town employees so as to ensure the orderly and efficient operation of Town business, offices and departments. Accordingly, Town employees are prohibited from:

    a. Conduct that is disruptive to their professional relationships with other Town employees or that would likely bring disharmony to the workplace;

    b. Conduct that is likely to undermine the interpersonal and professional relationships between other Town employees; or

    c. Any other actions that the employee knew, or should have known, would needlessly result in harm, anguish or emotional damage to another Town employee.

    d. This provision shall not be construed to prohibit or discourage employees from making legitimate complaints of employee misconduct as otherwise provided for herein.

7. Except as provided for herein or otherwise noted in the Charter of the Town of Merrimack, employees shall not approach Town Councilors regarding Town business without express permission from the Town Manager. Nothing herein shall be construed as prohibiting a taxpayer from communicating with a Town Councilor regarding legitimate taxpayer issues. This provision is intended to prohibit employees from engaging Town Councilors, directly or indirectly, in employment related matters except as otherwise provided for herein.

8. If a Town Councilor should ask a question of a Town employee about any Town related matter that employee shall respond with the correct answer if known or at

their discretion; direct the Town Councilor to the Town Manager for the answer to his or her question. Under no circumstances should any Town employee (except for the Town Manager) feel compelled they must answer the question of a Town Councilor unless that question is directly related to Town business any resident may have with that Town employee or Department.

SUPERVISORY RELATIONSHIPS

1. The Town of Merrimack prohibits supervisory employees from carrying on romantic relationships with subordinates in the workplace that materially impacts productivity substantially impairs the ability of the supervisor to carry out designated responsibilities, or that result in workplace conflicts, discontent, or substantiated complaints of favoritism, inappropriate and/or unprofessional conduct. Notwithstanding, supervisory employees are required to report any romantic relationship to their immediate supervisor as soon as practicable.

PHONE USAGE

1. The Town discourages the use of cell or desk phones (hereinafter referred to collectively as "phones") in the work place to carry out personal business. However, the Town recognizes that some personal use of phones is unavoidable particularly in the case of family emergencies, scheduling, and other personal business that cannot be reasonably attended to outside of working hours. Accordingly, the personal use of phones in the work place shall be limited to such family emergencies, scheduling, or personal business that cannot be reasonably attended to outside of working hours. Notwithstanding, if the employee's use of phones for acceptable personal uses substantially interferes with their workplace productivity, the Department Head or immediate supervisor may prohibit or otherwise limit future personal use of phones by the employee in question. Similarly, employees who abuse this policy may be disciplined to include the outright and indefinite prohibition of any future phone use for personal business during working hours.

POSSIBLE GROUNDS FOR DISCIPLINARY ACTION [3]

1. The following matters are not intended as an all-inclusive list of potential disciplinary situations, but these offenses, as well as others, may constitute grounds for disciplinary action, up to and including termination.

    a. Acts of disobedience or insubordination.
    b. Acts of disrespect toward officials, Town employees or the public, to include uncivil or discourteous attitudes, or the use of indecent, lewd, or slanderous language or actions toward the public or any Town employee.
    c. Gross carelessness or neglect of duties or frequent incidents of simple carelessness or neglect of duties.
    d. Violation of the Drug-Free work place policy.
    e. One or more violations of federal law, New Hampshire law, or Town ordinances, dependent upon circumstances, seriousness, and frequency.
    f. Conviction of a felony or crime involving moral turpitude.

[3] This policy is subject to the Town's ADA policy.

g. Misuse, misappropriation, destruction, theft or conversion to personal use or gain of Town-owned or leased property, equipment, supplies, material, or services.
h. Frequent tardiness, abuse of sick leave, or unauthorized absences.
i. Accepting cash, gifts, or other items of value for performing special favors through any municipal service.
j. Disclosure of any confidential information that would not otherwise be made known to the public under the Right-to-Know law.
k. Granting special consideration, advantage, or treatment to any person beyond that which is available to every other resident of the Town of Merrimack.
l. Failing to report a known violation of Town policy by another employee.
m. Failing to immediately report a loss of, or damage to, Town property as a result of accident, theft, or misuse.
n. Failing to adhere to established policies and procedures as adopted by the Town Council and/or the Town Manager.
o. Creating a hostile work environment or otherwise harassing or substantially contributing to a disharmonious workplace for other Town employees.

GRIEVANCE PROCEDURE

1. It shall be the right of an employee to present and process grievances. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of any provision of this manual except, in the case of a termination of a Department Head, the grievance procedure outlined in Article VII, 7-8 of the Town Charter must be used.

2. The following matters shall be excluded from this grievance procedure:
   a. Any matter for which a specific method of review is prescribed by law.
   b. Any matter which, according to law, is beyond the scope of the Town's authority or is limited to the unilateral action of the Town alone.

3. Any and all time limits specified in this grievance procedure may be waived by written mutual agreement of the Town Manager and the grievant. Failure by the grievant to submit the grievance in accordance with these time limits without such waiver shall constitute an abandonment of the grievance. Failure of a Town Manager or Department Head or Town Manager to reply within the specified time limits shall constitute a denial of the grievance.

4. No reprisals or retaliation of any kind will be taken by the Town or employees against any party to, or participant in, the grievance procedure.

5. To be considered under this grievance procedure, a grievance must be reported in writing by an employee to his or her Department Head within 5 calendar days of its occurrence or within 5 calendar days from the date that they knew, or should have known, of its occurrence.

   Step 1. The grievance must be in writing and specify: the person that has taken the action being grieved; the time and place of the action being grieved; the nature of the grievance; the provision of this manual which has been violated,

misinterpreted, or misapplied; the injury or loss that has resulted from such violation, misinterpretation, or misapplication; and the remedy being sought by the grievant. The Department Head shall hold a hearing within ten calendar days after receipt of a timely filed grievance and shall render a written decision no later than seven calendar days after the hearing.

A submission by the grievant to the Town will be considered to have been made and received only when it is presented personally to the named Town representative (i.e. Department Head, Town Manager). Likewise, a reply by the Town to the grievant will be considered to have been made and received only when it is delivered to the grievant.

Step 2. If the grievance has been not resolved to the grievant satisfaction in Step 1, a written appeal to the Town Manager (not to designee) may be filed by the grievant within ten calendar days after receipt of the Department Head's Step 1 decision. Copies of all documentation relating to the Step 1 procedure (grievance and decision) shall accompany said appeal. The Town Manager shall hold a hearing within fourteen calendar days after the receipt of the appeal and shall render a written decision within fifteen calendar days after the hearing.

Step 3. If the grievant does not agree with the decision of the Town Manager in Step 2 of the grievance process and the grievance in any way includes the Town Manager, the grievant shall submit a written appeal to the Town Council within seven days of the occurrence. The grievance must specify: the person that has taken the action being grieved; the time and place of the action being grieved; the nature of the grievance; the provision of this manual which has been violated, misinterpreted, or misapplied; the injury or loss that has resulted from such violation, misinterpretation, or misapplication; and the remedy being sought by the grievant. The Town Council shall hold a hearing within fourteen calendar days after receipt of a timely filed grievance and shall render a written decision no later than fifteen calendar days after the hearing.

ALCOHOL AND DRUG USE IN THE WORKPLACE

1. <u>Rules applicable to all employees:</u> It shall be the policy of the Town of Merrimack, New Hampshire, that employees shall not consume alcohol during working hours. In compliance with federal law, the Town shall implement a drug and alcohol-testing program to provide a safe work environment for employees and protect the public from illegal drug use and alcohol abuse. Further, the Town shall not tolerate the unauthorized use, abuse, possession or sale of controlled substances by any employee. No employee shall be under the influence of any alcoholic beverage or controlled substance during working hours. No employee shall possess or be in control of any alcoholic beverage or controlled substance within any Town property or vehicle. No employee shall consume any alcoholic beverage or inject controlled substances upon any property owned, leased, or under the control of the Town at any time.

    a. The Federal Drug Free Workplace Act of 1988 provides 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. Accordingly, all employees shall be subject to the following rules:

i. No employee shall unlawfully manufacture, dispense, possess, use, or distribute any controlled substance, medication, or alcohol.

ii. Any employee convicted under a federal or state statute regulating controlled substances shall notify the Town Manager immediately after the conviction.

iii. Employees are prohibited from consuming alcoholic beverages immediately before work, during work hours, or while at work during breaks or lunches.

iv. Employees are prohibited from operating a motor vehicle or any Town equipment under the impairment of alcohol.

v. No employee shall be impaired by alcohol or illegal drugs during work hours.

vi. No employee shall represent the Town of Merrimack in an official capacity while impaired by alcohol or illegal drugs.

vii. No employee using any substance that may impair performance shall operate a motor vehicle or engage in safety sensitive functions while on duty for the Town.

viii. If an employee is using prescription or non-prescription medication that may impair the ability to safely perform her/his duties, the employee shall report that fact to the Department Head.

ix. 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.

x. This Policy is subject to the Town's American's with Disabilities Act policy in Chapter II.

b. 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 of employment.

c. In addition, Town employees may be subject to drug testing in accordance with federal and state law. Questions concerning this policy should be directed to the Human Resources Coordinator.

2. Special Rules For Employees Who Possess A CDL: The Federal Highway Administration (FHWA) has issued regulations that require employers to

implement anti-drug and alcohol abuse programs and drug and alcohol testing of covered employees. 49 CFR Part 40 "*Procedures for Transportation Workplace Drug Testing Programs*" specifies how samples are to be collected, the chain-of-custody to be used prohibited drugs and testing thresholds, types of laboratory tests to be performed and qualifications and functions of testing labs and medical review officers. 49CFR Part 382 prohibits use of certain controlled substances and alcohol while performing safety sensitive functions, specifies under what circumstances testing will be done, training to be provided, consequences for violations, confidentiality and handling of results and records retention.

a. In addition to the requirements set forth above in Section I above, any employee who is required to possess or obtain a commercial driver's license (CDL) as a condition of employment shall be subject to the random drug testing requirements specified in Procedure 1.01. Copies of applicable federal regulations may be obtained from the Town Manager's Office.

SEAT BELT POLICY

1. All Town employees are required to wear seat belts while operating or riding in any vehicle on Town business. This applies to Town vehicles, personally owned vehicles, as well as the vehicles of others, regardless of the presence of any supplemental restraint system (airbags).

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

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

4. Town employees are forbidden from disengaging or otherwise disarming automatic seat belt systems or alarms.

5. Failure to comply may result in disciplinary action ranging from reprimand to discharge.

SMOKING POLICY

1. In accordance with RSA 155:66, smoking is prohibited in all publicly owned buildings and places of public access within our buildings, including offices and work areas. Smoking is prohibited in all Town owned vehicles.

2. The use of tobacco products is also prohibited in Town owned vehicles and all publicly owned buildings, places of public access within our buildings, including offices and work areas.

3. Definitions:
    a. “Tobacco Products” is defined as all materials used for smoking or vaping, including any tobacco or nicotine product such as smokeless or “spit” tobacco.
    b. "Smoking" means having in one's possession a lighted cigarette, cigar, pipe, or any device designed to produce the effect of smoking.

4. Failure to comply may result in disciplinary action ranging from reprimand to termination.

CHAPTER VII – SEPARATIONS FROM EMPLOYMENT

TERMINATION OF EMPLOYMENT RELATIONSHIP

1. If an employee chooses to resign, he/she must submit a written statement identifying his/her resignation and expected last date of employment. The Department Head shall complete a PAR and forward to the Town Manager's office along with the original resignation statement.

2. If the Department Head feels that an employee's employment with the Town should be terminated, the Department Head must submit a recommendation, all pertinent supporting data, and a PAR to the Town Manager's office for Town Manager's review. The Town Manager, at his/her discretion may establish a meeting with the employee and Department Head. With prior approval from the Town Manager, the employee may be placed on a temporary leave of absence, which may be paid or unpaid, until such meeting occurs. The Town Manager may elect or not elect to approve the recommendation.

3. On the last day of work, or the Friday prior to the end of employment, for any employee leaving Town employment, the employee will report to the Town Manager's office for an exit interview covering:

    a. Separation checklist
    b. Exit questionnaire
    c. Receipt of that week's paycheck

RETIREMENT

1. All full time employees must participate in the New Hampshire Retirement System and under the terms specified by the laws and rules of the State of New Hampshire.

2. The employees who are currently participating in the New Hampshire Retirement System shall continue such participation to the extent required by law.

LAY-OFF AND RECALL

1. The following criteria will be considered but not limited in layoff and recall: longevity, attendance history, job performance, skill set possessed.

2. The Town Manager may lay off employees for any of the following reasons,:
    a. Reorganization resulting in the abolition of positions
    b. Shortage of work
    c. Shortage of funds

3. An employee who is being laid off shall be notified in writing by the Town Manager at least thirty (30) days prior to the effective date of such action.

4. A laid-off employee shall be eligible for recall if the recall notice is issued within twelve (12) months from the date of lay-off and the employee continues to meet the qualification requirements of the classification.

5. A written recall notice will be provided to employees who are eligible for recall and shall be sent to the last address provided by the employee. It shall be the obligation of the employee to immediately notify the Department Head in writing of any changes in mailing address during the twelve (12) month period following lay-off The employee must notify the Department Head in writing within five (5) days after receiving the notice of recall of his/her intention to return to work. Failure by the employee to meet any of the requirements specified shall represent a decision not to accept the recall. Failure by an employee to report to work in accordance with the provisions of a recall notice shall result in loss of all rights of recall.

CHAPTER VIII – CURRENT BENEFITS

PURPOSE

1. To prescribe the types of benefits available to Town employees, delineate which classes of employees are eligible for benefits, and to establish procedure.

ADMINISTRATION

1. During any paid absence, except one covered by worker's compensation, the Town will pay its portion of the employee's group insurance premiums only for the first 12 weeks of the absence which occurs during any 52 week period. Thereafter, the employee may keep the insurance coverage in force by paying to the Town all related premiums for each month by the last day of the preceding month. An employee's failure to pay premiums on a timely basis shall be sufficient grounds for the termination of insurance coverage. During any absence covered by worker's compensation insurance, the Town will continue to pay its portion of the employee's group insurance premiums.

HEALTH INSURANCE

1. Full-time employees shall be eligible for group health insurance on the first day of the month following completion of thirty days of continuous service.

2. For full-time employees, the Town Council shall determine, as part of the yearly budget process, the amount of employee premium co-pay for the primary plan HMO health insurance relating to the employee and the employee's spouse and dependent children. The employees shall be notified of any change of co-pay amount at least 60 days prior of said change taking effect.

3. Employees who elect any other insurance plan option offered by the Town shall be required to pay the difference between the plan's premium and the amount the Town would contribute towards the primary (HMO) plan. The aforementioned shall not preclude the Town from eliminating any plan option, which is currently offered by the Town, nor from discontinuing the optional duplicate health insurance incentive, which is currently offered by the Town.

DUPLICATE HEALTH INSURANCE WAIVER

1. Full-time employees who can provide proof of alternate health insurance coverage may elect to drop all or part of the Town's Group HMO Health Insurance Coverage in return for monthly compensation equal to 25 % of what the Town saves as a result of the dropped coverage. (Employee premium cost share will not be included in this computation.)

2. Employees who elect any of these options do so with the understanding that the monthly compensation received by the Town represents taxable income.

DENTAL INSURANCE

1. Full-time employees and their dependants shall be eligible for participation in the current dental insurance plan or, at the Town's option, in another plan that provides significantly comparable coverage and employee out-of-pocket costs. The Town shall have the right to obtain employee dental insurance coverage from any insurance carrier or to self-insure for any portion of said coverage. Eligibility shall be on the first day of the month following completion of thirty days of continuous service.

2. For full-time employees, the Town Council shall determine, as part of the yearly budget process, the amount of employee premium co-pay relating to the employee and the employee's spouse and dependent children. The employees shall be notified of any change of co-pay amount at least 60 days prior of said change taking effect.

BENEFITS RELATING TO CIVIL UNION PARTNERS

1. Employees that enter into civil unions pursuant to RSA Chapter 457-A, shall be afforded all the rights and be subject to all the obligations and responsibilities under the laws of the State of New Hampshire as employees that are married pursuant to RSA Chapter 457. Accordingly, the partners of employees that have entered into a lawfully recognized civil union with said employee shall be entitled to receive health insurance coverage, bereavement benefits, and life insurance under the same terms and conditions as a spouse. Further, any children of a lawfully recognized civil union shall be entitled to receive dependent children benefits provided that any such children would have been entitled to such coverage under a traditional RSA Chapter 457 marriage.

LIFE INSURANCE

1. Full-time employees shall receive the following term life insurance coverage, and the Town shall pay 100% of the related premiums.

   Employees Life and Accidental Death & Dismemberment:

   Equal to base yearly salary on July 1 of the given fiscal year (rounded to nearest $1, 000).

2. The supplemental life insurance program that is currently available for full-time employee participation at the employee's own expense shall continue to be offered solely at the Town's option, so long as it remains obtainable from an insurance carrier.

DISABILITY INSURANCE

1. Full-time employees shall receive short-term disability insurance coverage providing a weekly benefit equal to the lesser of 70% of their base weekly wages or $2,000.00 for a 26-week period. This benefit shall be payable from the first day of

a covered accident or the eighth day of a covered illness.

2. The Town shall pay 100% of the related premiums.

3. During a covered absence, an employee's disability benefits shall be augmented up to 100% of his or her base weekly wage by the Town through the use of accrued sick, vacation or personal leave. Augmentation shall be discontinued when accrued leave balances have been exhausted. While the Town is making such augmentation payments to the employee, all related disability benefit checks from the insurance carrier shall be endorsed to the Town. The Town agrees to credit the Employee's accrued leave balances in direct proportion to the disability benefit checks received by the Town to the extent that the leave accounts were deducted at the rate of 100% prior to the determination of eligibility for disability.

4. An employee that becomes eligible for a weekly disability benefit must apply for that benefit.

5. The Town and/or its disability insurance carrier shall have the right to request updates of medical information during a covered absence and to designate a physician for a related medical examination, for which the Town shall pay the cost.

6. Any covered absence must be supported by a physician's statement that outlines the nature of the employee's disability and that provides an estimated date for the employee's return to full duty. Immediately upon an employee's return to duty from a covered absence, he or she shall provide to the Town a physician's statement certifying employee's fitness for duty.

7. During a covered absence, an employee shall not engage in any form of employment.

8. The long-term disability insurance program that is currently available for full-time employee participation at their own expense shall continue to be offered solely at the Town's option, so long as it remains obtainable from an insurance carrier.

WORKERS COMPENSATION

1. Employees shall receive workers compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire.

2. During a covered absence, an employee's workers compensation benefits shall be augmented up to 100% of his or her base weekly net wage (gross base wage minus federal payroll taxes) by the Town through the use of accrued sick, vacation or personal leave. While the Town is making such payments to the employee, all related workers compensation benefit checks from the insurance carrier shall be endorsed to the Town. The Town agrees to credit the Employee's accrued leave balances in direct proportion to the workers compensation benefit checks received by the Town to the extent that the leave accounts were deducted at the rate of 100% prior to the determination of eligibility for workers compensation.

3. If an employee wishes to forego Town payments and just receive workers compensation benefits during a covered absence, they must notify the Town in writing by the third day of lost time. Employees making this election will be placed on unpaid leave and will need to make arrangements with the Town to pay

their portion of insurance premiums and any other payments normally deducted from their paychecks.

4. An employee, who is injured on the job, must immediately notify his or her Department Head of the injury and file a related workers compensation insurance report.

5. The Town and/or its workers compensation insurance carrier shall have the right to request updates of medical information during a covered absence, and to designate a physician for a related medical examination, for which the Town and/or workers compensation shall pay the cost.

6. Any covered absence must be supported by a physician's statement that outlines the nature of the employee's disability and that provides an estimated date for the employee's return to full duty. Immediately upon an employee's return to duty from a covered absence, he or she shall provide to the Town a physician's statement certifying employee's fitness for duty.

7. During a covered absence, no employee shall engage in any form of employment.

TEMPORARY ALTERNATIVE DUTY POLICY

1. In compliance with RSA 281-A;23-b, the Town of Merrimack will provide temporary alternative/transitional work opportunities to all employees temporarily disabled by a work related injury or illness.

2. Temporary Alternative/Transitional Duty is meant to be temporary and transitional in nature to bring the employee back to full duty. The length of any alternate duty assignment will depend on the employee's medical condition and progress towards resumption of regular duties. It is anticipated that alternate duty assignments will not usually exceed 3-6 months, but under no circumstances will exceed 18 months. Alternate duty assignments may be reviewed to assure that they serve the intended purpose of being both temporary and transitional in nature.

3. A notice summarizing employees' rights shall be posted in each of the departments for inspection by employees.

4. The provisions of this policy are intended to comply with RSA 281-A:23-b Alternative Work Opportunities as adopted into law on February 8, 1994. To the extent that this policy is ambiguous or contradicts the NH RSA or DOL regulations, the language of the NH RSA or New Hampshire Department of Labor regulations will prevail.

UNEMPLOYMENT COMPENSATION

1. Employees shall receive unemployment compensation insurance coverage as prescribed by, and to the extent required by, the laws of the State of New Hampshire.

2. The Town shall pay 100% of the related premiums.

TUITION REIMBURSEMENT

1. The Town shall pay 100% of the cost of any employee education or training that is required by the Town to assist him/her in maintaining his or her minimum job requirements or in adequately performing the tasks to which he or she is regularly assigned.

2. The Town shall reimburse full-time employees not covered by a contract (including a collective bargaining agreement)[4] for 100% of the tuition relating to college courses so long as: a certificate of course completion with a grade of "C" or better is presented to the Human Resources Coordinator; the course or its associated degree program, in the opinion of the Department Head and the Town Manager, is related to the employee's job and will enhance the employee's value to the department; tuition reimbursements to all full-time non-union employees during the fiscal year in which the course will be completed will not exceed the amount appropriated in that fiscal year; and pre-approval has been obtained in writing prior to commencement of the course. The Town must render its decision on a course approval request within seven calendar days after receipt of such request. Course approval requests will be approved in the order that they are received by the Town Manager until the maximum annual amount has been reached.

3. New hires shall not be eligible for tuition reimbursement until after satisfactory completion of their trial periods.

4. Tuition payments to colleges on behalf of a full-time non-union employee will be made in advance of course completion if an employee so requests by completing a pre-authorized payroll deduction form for repayment to the Town of all payments made on behalf of the employee to be processed in the event that the employee does not complete said approved courses with a grade of "C" or better. The employee must present evidence of completion to the Department Head within thirty calendar days after course completion.

UNIFORM ALLOWANCES

1. An employee working in a position which has been determined by the Department Head and Town Manager to require a uniform or uniform article(s) shall receive an annual allowance or reimbursement up to the amount stated in the approved budget for the given fiscal year.

2. Appropriate protective clothing and other uniform articles will be issued to other part-time employees and volunteers and repaired or replaced as deemed appropriate by the Town Manager.

3. Upon an employee's separation from Town employment, the employee shall return to the Town any police, fire, or ambulance "gear" (protective clothing, weapons, holsters, badges, helmets, etc.) that were issued to him or her by the Town.

VEHICLE MILEAGE

[4] This distinction is made because those covered by a contract may have negotiated a different benefit package.

1. If an employee is authorized and required to use his/her personal vehicle for Town business, the employee shall be compensated for the related mileage at the current IRS rate for such use.

AMBULANCE SERVICES

1. The uninsured portion of ambulance fees billed by the Town of Merrimack Ambulance Division shall be waived for a patient who, at the time of service, was: a Town employee; an employee of the Merrimack Public Library; an elected official of the Town; a Library Trustee; a member of the Merrimack School Board; a Merrimack Village District commissioner; a call firefighter; a volunteer in the Merrimack Ambulance Rescue Service; or a member of any Town committee or board who was appointed to that position by the Town Council. Said waiver shall not extend to members of an eligible patient's family.

EMPLOYEE RECOGNITION

1. It shall be the purpose of the Town of Merrimack to acknowledge longevity by honoring those who have met the requirements outlined herein.

2. An awards ceremony will be held each year for employees who have completed their fifth, tenth, and fifteenth anniversaries. Awards received are as follows:

Five years	Certificate
Ten years	Coffee mug with Town seal
Fifteen years	Golf shirt with Town seal

3. For years completed beyond fifteen, the Town Council shall conduct a presentation of award at a regular public Town Council meeting. Awards presented are as follows:

Twenty years	Plaque
Twenty-five years	Watch
Thirty years	Wall Clock
Thirty-five years	Lamp with Town Seal

4. Employees retiring with 30 or more years of full-time service to the Town will be presented with a rocking chair embossed with the Town Seal. Employees who retire from or leave employment with the Town under good standing with at least 10 years of full time service will be recognized with a plaque.

EMPLOYEE INCENTIVE PROGRAM

1. The Town of Merrimack adopts an employee incentive program to reduce the cost of Town government, to reward employees who aid in this reduction, and to recognize employees who perform extraordinary services in the interest of the Town. All eligible employees shall be rewarded for improving productivity, eliminating waste, improving quality and saving taxpayers dollars.

2. It shall be the purpose of the Town of Merrimack to encourage employee input by offering a cash award, for productivity improvements that would cause a monetary

savings to the Town budget of the current fiscal year. The program is a catalyst for innovation that rewards employees for working smarter. It is a voluntary program that encourages individual employees or groups of employees to demonstrate they can provide input toward making government operations more efficient. Employees will be rewarded for identifying opportunities for change, implementing ideas for improving services, reducing costs and eliminating waste, while increasing quality processes. The program focuses on organizational cost savings and the core values of productivity and teamwork. The plan is a gainsharing approach which is self-funded from savings incurred.

3. The Award

a. For all implemented suggestions which produce measurable dollar savings, the value of the award will be a total of 10% of the value of the first year's projected savings or $5,000, whichever is less.
b. The cost savings claimed shall be actual savings that are not canceled out by additional expenditure, including expenditure involving materials, labor or both.
c. Implemented suggestions that are submitted jointly by a group of two (2) or more employees will divide the cash award equally between them, if they are all eligible to receive a cash award.

4. Application Process

a. Recommendations may be submitted by completing a Town of Merrimack Employee Incentive Program Application which is available in the Town Manager's office.
b. Recommendations may be submitted to the Town Manager by individuals or by teams and must contain as much detail as possible, including projected savings. To be eligible, suggestions must result in measurable cost savings, revenue increases, or improvement of work conditions or employee safety.
c. The suggestion shall outline the condition or practice which is under consideration, the procedure for improvement, change, purchase, etc. and the anticipated result. The suggestion will contain a specific statement as to the improved safety, efficiency, and anticipated dollar savings.
d. All suggestions will be forwarded to a committee comprised of the Town Manager, a Town Council representative, the Human Resources Coordinator, Finance Administrator and the Department Head of the affected department for consideration. The committee will analyze the suggestion, and may refer it to other personnel of the Town or to an office with specific expertise in the subject area.

5. Guidelines

a. Any employee of the Town of Merrimack, with the exception of Department Heads, Directors, and the Town Manager, is eligible for participation in the employee incentive program.
b. Provisions of the program are subject to modifications as deemed necessary and are subject to the approval of the Town Manager and the Town Council.

c. A suggestion is not eligible for an award if the idea is currently under active investigation or being investigated as a result of a previous suggestion. A suggestion that has been evaluated in the past and was deemed to be of no value will be considered again if, in the opinion of the committee, circumstances have changed in such a way as to make the suggestion viable.

d. Suggestions which address the employee's classification, hours of work, compensation, or personal grievances shall not be eligible for consideration.

e. Awards will be made to employees on an authorized leave of absence if their suggestions are submitted prior to the leave.

f. Employees who terminate prior to their suggestion being approved by the Town will not be eligible to receive an award.

g. Suggestions which are not adopted remain eligible for re-evaluation and award for a period of one year after the date of notification. If a suggestion is implemented within one year from the notification date, then the suggesting individual will be eligible for a cash award.

h. Suggestors may appeal decisions within one year after the date of notification by submitting a request for review to the committee.

i. Suggestions that originate from Town contractors and are conveyed to Town employees shall not entitle either the contractor or the employee to such an award.

PERSONNEL FILES

1. The Human Resources Coordinator shall keep the formal personnel files of all employees at the Merrimack Town Hall Offices. Accordingly, all Department Heads shall forward a copy of all personnel records to the Human Resources Coordinator for filing. The term "personnel records" shall include, but is not limited to, PARs, letters of reprimand or warning, staff evaluations, letters of commendation, awards, certifications, medical authorizations, requests for leave, active duty notifications, workers compensation documents, and letter of reference.

CHAPTER IX – TIME AWAY FROM WORK AND OTHER BENEFITS

LEAVES OF ABSENCE

PURPOSE

1. To prescribe the types of leaves available to Town employees, delineate which classes of employees are eligible for benefits, and to establish procedure.

ADMINISTRATION

1. While on bereavement leave, personal leave, unpaid leave, sick leave, or family and medical leave, an employee shall not engage in any form of employment.

2. During any paid absence of more than 30 calendar days within any 52 week period, whether or not it is covered by workers compensation or short-term disability insurance, the employee will accrue personal leave, sick leave, and vacation leave only for the shorter of the first 12 weeks of the absence, or the period that the employee remains in pay status through the use of accrued personal, vacation, and sick leave balances.

BEREAVEMENT

1. All full-time employees shall be granted paid leave in the event of the death of an immediate or extended member (See Definitions) of his or her family or the death of one other person that resides in the employee's household and that has been so identified by the employee in advance and in writing to the Department Head. The bereavement period shall comprise the four calendar days following the day of death and, if necessary, may be extended to include the day of the funeral and the day after the funeral.

PERSONAL LEAVE

1. Full-time employees may be granted up to 16 hours of paid, non-cumulative leave each anniversary year to deal with personal matters that can not be effectively handled outside working hours. Personal leave may be used by the hour. All personal leave requests shall be made to the Department Head at least 24 hours in advance, if possible or otherwise, as much notice as possible. None will be unreasonably denied. Upon separation from Town employment, employees shall not be compensated for their accrued personal leave balances.

MILITARY LEAVE

1. Paid and unpaid military leave shall be granted as prescribed by law.

JURY DUTY

1. An employee called as a juror shall be paid by the Town the difference between any related compensation received by the employee from the court and the amount of the employee's basic wages that were lost during the required absence. Satisfactory evidence of jury duty and the time served must be submitted to the Department Head. Employees shall report to their regular work assignment as soon

as possible after being excused from jury duty.

PAID SICK LEAVE

1. Full-time employees shall earn sick leave at the rate of 1.85 hours per week (96 hours per year). Effective July 1, 2010 full time employees shall earn sick leave at the rate of 1.54 hours per week (80.08 hours per year). Sick leave shall accrue at this rate regardless of the number of hours actually worked in a week, except that no employee shall accrue sick leave during an unauthorized or unpaid absence. That portion of an applicable employee's accrued sick leave balance that exceeds 240 hours at the end of any fiscal year (July 1 through June 30) will be purchased by the Town at the rate of 66.67% times the employee's base hourly wage. Effective July 1, 2010 the purchase rate shall change to 50%. The related payment will be made on the last payday of the July immediately following the end of the fiscal year.

2. Sick leave shall be paid at the employee's base hourly wage.

3. To be eligible for sick leave usage, such notice must be given 30 minutes before the start of their shifts.

4. Unless specifically advised by the Human Resources Coordinator, employees shall provide medically documented evidence of the cause of sick leave if an employee is absent for three or more consecutive shifts. Such evidence may be required for any use of sick leave by an employee whose prior use, in the Department Head's opinion, has been excessive.

5. Upon separation from Town employment under favorable conditions, employees shall be paid at 66.67% of their base hourly wages for their accrued sick leave balances. Effective July 1, 2010 the rate shall change to 50%.

6. Accrued sick leave accounts of salaried employees will be charged only when the absence, due to illness, is in full day increments.

PAID VACATION LEAVE

1. Full-time employees shall earn the following vacation leave based on their years of service with the Town. Maximum accruals are shown below:

	Accrual Weekly (Hours)	Accrual Maximum (Hours)
Less than 5 years	1.54	160
At least 5 years but less than 10	2.31	240
At least 10 years but less than 15	3.08	320
At least 15 years	3.85	400

2. Employees must obtain approval from their Department Head prior to using vacation leave. Vacation leaves of more than two weeks at a time will generally not be granted, and the final determination for scheduling of all vacation leave shall rest with the Department Head, who must give due consideration to the operational needs of the department.

3. Vacation leave shall be paid at the employee's base hourly wage or at the employee's weekly salary.

4. Upon separation from Town employment, an employee shall be paid at his/her base hourly wage for his/her accrued vacation leave balance.

5. Forty hours will be added to the accrued vacation leave balance of a full-time employee when that employee initially becomes eligible for one of the weekly accrual increases in "1" above, beginning with the five year anniversary.

6. Accrued vacation leave balances of salaried employees will be charged only for full day absences.

7. Newly hired employees shall not be eligible for paid vacation leave during their trial period.

HOLIDAYS

New Year's Day (January 1)
Civil Rights Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (as observed by the State of New Hampshire)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving (fourth Thursday in November and following Friday)
Christmas (December 25)

1. Full-time Dispatchers of the Communications Division and shall receive eight hours of holiday pay at their base hourly wage for each of the above holidays, whether they are scheduled to work or not. If they work on a given holiday, they shall additionally be paid 1.5 times their base hourly wage for all hours so worked.

2. Other full-time employees shall not receive additional pay for the above holidays but shall be granted these days off with pay. A holiday that falls on a Saturday shall be observed on the preceding Friday, while a holiday that falls on a Sunday shall be observed on the subsequent Monday. If one of these employees, who is also an hourly employee, is required to work on any of the above holidays, they shall receive eight hours of holiday pay at their base hourly wage for the holiday, and shall additionally be paid 1.5 times their base hourly wage for all hours so worked.

AUTHORIZED ABSENCE WITHOUT PAY

1. At the discretion of the Town Manager, a leave of absence without pay may be granted for a period not to exceed twelve (12) weeks for unusual circumstances. Such absences will be for the purpose of tending to personal affairs which the employee is unable to cover with accrued paid ordinary leave. During any unpaid absence, the employee shall be responsible for all insurance premiums and shall not accrue any sick, personal or vacation leave. All other unpaid leaves shall be in accordance with the Family and Medical Leave.

FAMILY AND MEDICAL LEAVE ACT (FMLA Leave)

1. The Town of Merrimack 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.

2. FMLA Leave Eligibility: The FMLA provides up to twelve (12) weeks of unpaid leave every twelve (12) months to eligible employees for certain family and medical reasons. To be eligible, you must have worked for the Town for twelve (12) months, and for one thousand two hundred fifty (1250) hours over the previous twelve (12) months. (See the FMLA regarding exemptions for certain highly compensated employees). Intermittent leave will be permitted for eligible employees where necessary.

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

   a. To care for a newborn, an adopted child or a foster child within a year of the child's arrival,

   b. To care for a spouse, child, or parent who has a serious health condition, or

   c. For a serious health condition that makes you unable to perform the functions of your job,

   d. 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.

4. Where the need for FMLA leave is foreseeable, the employee must provide notice of your need for leave to the Town not less than thirty (30) days before the leave is scheduled to begin. If your 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), you must provide notice as soon as possible.

5. If your need for leave is foreseeable based on planned medical treatment, you 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 your health care provider.

6. The Town requires that you provide a medical certification of your need for leave because of a serious health condition (whether your own or that of your child, spouse or parent's) whenever the leave is expected to extend beyond three (3) consecutive days or will involve intermittent or part time leave. As the eligible employee, you shall have no more than 15 calendar days to provide the medical

certification to the Town.

7. The Town requires that you provide a medical certification of your ability to resume work after a FMLA leave for your own serious health condition. An eligible employee shall not be permitted to return to work after FMLA leave until the employee has submitted a Fitness for Duty Medical Certification with regard to the particular condition that caused the employee's need for FMLA Leave.

8. Substitution of Paid Leave for Unpaid Leave: In the case of an employee's own serious health condition or of leave for the birth or adoption of a child, or the serious health condition of a spouse, child or parent, an eligible employee must substitute any accrued sick leave, vacation leave, and/or personal leave for any part of the unpaid leave provided for under the FMLA with the exception of a covered workers compensation absence. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period. Your family/medical leave will run concurrently with other types of leave. You will not accrue vacation, personal, sick, vacation or holiday benefits while on unpaid leave (eg., sick, vacation, disability, workers compensation, etc.).

9. You may elect not to substitute paid leave for unpaid leave while on a covered worker's compensation absence (see Chapter VIII – Current Benefits, Workers Compensation for details). You will not accrue vacation, personal, sick, or holiday benefits while on unpaid leave.

10. Servicemember 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 servicemember. 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).

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

12. Measurement of 12 Month Period: 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, you are entitled to twelve weeks of leave during the year beginning on the first day you take FMLA leave. The next 12-month period would begin on the first day on which you take FMLA leave after the completion of any previous 12-month period.

13. If both spouses are employed by the Town, they are limited to a combined total of twelve (12) weeks of FMLA leave during any twelve (12) month period for purposes described in paragraph (a) under Reasons for Taking Leave above.

However, each employee may use up to twelve (12) weeks of FMLA leave during any twelve (12) month period if the leave is for purposed described in paragraphs (b) and (c)under Reasons for Taking Leave above.

14. When an employee requests any time off from work that qualifies as leave under the FMLA, the Town shall designate such leave as FMLA leave upon written notification to the employee.

15. The complete provisions of the FMLA are too lengthy to include in this policy. However, if you have questions about the FMLA or would like to review the statute itself, please contact the Human Resources Coordinator or the United States Department of Labor.

MATERNITY LEAVE

1. All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. Employees affected by pregnancy, childbirth or related medical conditions shall be treated in the same manner as any employee affected by any other temporary disability. A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically able to return to work. The employee's job shall remain open during the period of disability unless a business necessity would make it impossible or unreasonable. Employees will be required to take FMLA leave, if they are eligible for such leave, prior to taking additional maternity leave under this policy.

2. Employees must use their accrued sick, vacation and personal time before taking unpaid leave under this policy. Employees on maternity leave may also be eligible for short-term disability benefits.

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

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

CRIME VICTIM EMPLOYMENT LEAVE ACT POLICY

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

   a. Definitions: For purposes of this policy:

i. "Crime" means an offense designated by law as a felony or a misdemeanor.
ii. "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.
iii. "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 Merrimack 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 Human Resources Coordinator 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 Human Resources Coordinator 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 on Leave: The Town of Merrimack may limit the leave provided under this policy if the employee's leave creates an undue hardship to the Town of Merrimack's business.

f. No Discrimination: The Town of Merrimack 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 Manager or the Human Resources Coordinator. Complaints of discrimination will be investigated and, if appropriate, remedial action will be taken.

CHAPTER X – EMPLOYEE ORGANIZATIONS

PURPOSE

1. Employees of the Town may join or form organizations established for the purpose of aiding and benefiting its members and which prohibit stoppage of work and strikes against the Town.

ADMINISTRATION

1. No employee of the Town shall attempt to restrain or prevent an employee from seeking membership in any such organization nor shall any employee of the Town be disciplined, discharged or discriminated against in any manner because of membership or activity in any such organization. Employees of the Town who are not members of such organizations shall not interfere with the administration of such organizations.

APPENDIX A - 2021 – 2022 Classification Plan and Wage Schedule

TOWN OF MERRIMACK

CLASSIFICATION PLAN 2021-22

GRADE 1

PT COMMUNITY RECYCLING ASSISTANT
PT CROSSING GUARD
PT CUSTODIAN
CALL FIREFIGHTER
PT CALL EMS ATTENDANT (EMT)
PT MAINTAINER
SEASONAL MAINTAINER
SPECIAL POLICE OFFICER (TRAINEE)

GRADE 2

GRADE 3

GRADE 4

PT ANIMAL CONTROL OFFICER

GRADE 5

ACCOUNT CLERK II, FINANCE OFFICE, TOWN CLERK/TAX COLLECTOR'S OFFICE
CLERK TYPIST II, COMMUNITY DEVELOPMENT CLERK, POLICE RECORDS CLERK
CUSTODIAN

GRADE 6

PT CALL EMS ATTENDANT (AEMT OR PARAMEDIC)
SPECIAL POLICE OFFICER (CERTIFIED)

GRADE 7

PT MEDIA ASSISTANT

GRADE 8

CALL DISPATCHER
SECRETARY, COMMUNITY DEVELOPMENT, GENERAL GOVERNMENT, PARKS & RECREATION

GRADE 9

ASSESSING COORDINATOR
ASSISTANT MEDIA SERVICES COORDINATOR
RECREATION PROGRAM COORDINATOR

GRADE 10

ACCOUNT CLERK III, FINANCE OFFICE

TOWN OF MERRIMACK

CLASSIFICATION PLAN 2021-22

GRADE 11

EXECUTIVE SECRETARY, FIRE & RESCUE, PUBLIC WORKS, GENERAL GOVERNMENT, HR
TECHNOLOGY ASSISTANT

GRADE 12

EXECUTIVE SECRETARY, TOWN MANAGER /TOWN COUNCIL'S OFFICE
PT WELFARE ADMINISTRATOR

GRADE 13

PT FIRE INSPECTOR

GRADE 14

DEPUTY TOWN CLERK/TAX COLLECTOR
OFFICE MANAGER, COMMUNITY DEVELOPMENT, POLICE DEPARTMENT
PURCHASING AGENT/ACCOUNTANT

GRADE 15

ACCOUNTING SUPERVISOR
ASSISTANT ASSESSOR
ASSISTANT PLANNER
ASSISTANT TECHNOLOGY COORDINATOR

GRADE 16

ENVIRONMENTAL COORDINATOR
SEWER INSPECTOR

GRADE 17

ADMINISTRATIVE ASSESSOR
BUILDING INSPECTOR
PARKS & RECREATION DIRECTOR
TOWN CLERK/TAX COLLECTOR
MEDIA SERVICES COORDINATOR

GRADE 18

HEALTH OFFICER/SANITARIAN
PT HEALTH OFFICER/SANITARIAN

TOWN OF MERRIMACK

CLASSIFICATION PLAN 2021-22

GRADE 19

BUILDING OFFICIAL
PLANNING & ZONING ADMINISTRATOR

GRADE 20

ASSISTANT PUBLIC WORKS DIRECTOR
DEPUTY FINANCE DIRECTOR
HUMAN RESOURCES COORDINATOR
OPERATIONS MANAGER
TECHNOLOGY COORDINATOR

GRADE 21

PROSECUTOR

GRADE 22

ASSISTANT FIRE CHIEF

GRADE 23

DEPUTY DIRECTOR OF PUBLIC WORKS/TOWN ENGINEER
DEPUTY POLICE CHIEF

GRADE 24

COMMUNITY DEVELOPMENT DIRECTOR
FINANCE DIRECTOR
HUMAN RESOURCES DIRECTOR

GRADE 25

FINANCE DIRECTOR/ASSISTANT TOWN MANAGER
FIRE CHIEF
POLICE CHIEF
PUBLIC WORKS DIRECTOR

TOWN OF MERRIMACK
WAGE SCHEDULE 2021-22 – 2%

APPENDIX A

		MIN	MID	MAX
GRADE 1	YRLY	27,102.40	33,113.60	39,124.80
	WKLY	521.20	636.80	752.40
	HRLY	13.03	15.92	18.81
GRADE 2	YRLY	28,516.80	34,819.20	41,121.60
	WKLY	548.40	669.60	790.80
	HRLY	13.71	16.74	19.77
GRADE 3	YRLY	30,014.40	36,628.80	43,222.40
	WKLY	577.20	704.40	831.20
	HRLY	14.43	17.61	20.78
GRADE 4	YRLY	31,595.20	38,521.60	45,427.20
	WKLY	607.60	740.80	873.60
	HRLY	15.19	18.52	21.84
GRADE 5	YRLY	33,238.40	40,518.40	47,777.60
	WKLY	639.20	779.20	918.80
	HRLY	15.98	19.48	22.97
GRADE 6	YRLY	34,985.60	42,598.40	50,190.40
	WKLY	672.80	819.20	965.20
	HRLY	16.82	20.48	24.13
GRADE 7	YRLY	36,795.20	44,761.60	52,728.00
	WKLY	707.60	860.80	1,014.00
	HRLY	17.69	21.52	25.35
GRADE 8	YRLY	38,750.40	47,091.20	55,432.00
	WKLY	745.20	905.60	1,066.00
	HRLY	18.63	22.64	26.65
GRADE 9	YRLY	40,768.00	49,504.00	58,240.00
	WKLY	784.00	952.00	1,120.00
	HRLY	19.60	23.80	28.00
GRADE 10	YRLY	42,910.40	52,062.40	61,214.40
	WKLY	825.20	1,001.20	1,177.20
	HRLY	20.63	25.03	29.43
GRADE 11	YRLY	45,156.80	54,745.60	64,334.40
	WKLY	868.40	1,052.80	1,237.20
	HRLY	21.71	26.32	30.93
GRADE 12	YRLY	47,528.00	57,574.40	67,600.00
	WKLY	914.00	1,107.20	1,300.00
	HRLY	22.85	27.68	32.50
GRADE 13	YRLY	50,065.60	60,569.60	71,052.80
	WKLY	962.80	1,164.80	1,366.40
	HRLY	24.07	29.12	34.16

TOWN OF MERRIMACK
WAGE SCHEDULE 2021-22 – 2%

APPENDIX A

		MIN	MID	MAX
GRADE 14	YRLY	52,644.80	63,668.80	74,672.00
	WKLY	1,012.40	1,224.40	1,436.00
	HRLY	25.31	30.61	35.90
GRADE 15	YRLY	55,432.00	66,955.20	78,478.40
	WKLY	1,066.00	1,287.60	1,509.20
	HRLY	26.65	32.19	37.73
GRADE 16	YRLY	58,323.20	70,408.00	82,492.80
	WKLY	1,121.60	1,354.00	1,586.40
	HRLY	28.04	33.85	39.66
GRADE 17	YRLY	61,380.80	74,048.00	86,694.40
	WKLY	1,180.40	1,424.00	1,667.20
	HRLY	29.51	35.60	41.68
GRADE 18	YRLY	64,604.80	77,875.20	91,124.80
	WKLY	1,242.40	1,497.60	1,752.40
	HRLY	31.06	37.44	43.81
GRADE 19	YRLY	68,016.00	81,889.60	95,763.20
	WKLY	1,308.00	1,574.80	1,841.60
	HRLY	32.70	39.37	46.04
GRADE 20	YRLY	71,593.60	86,112.00	100,630.40
	WKLY	1,376.80	1,656.00	1,935.20
	HRLY	34.42	41.40	48.38
GRADE 21	YRLY	75,316.80	90,542.40	105,768.00
	WKLY	1,448.40	1,741.20	2,034.00
	HRLY	36.21	43.53	50.85
GRADE 22	YRLY	79,289.60	95,222.40	111,155.20
	WKLY	1,524.80	1,831.20	2,137.60
	HRLY	38.12	45.78	53.44
GRADE 23	YRLY	83,449.60	100,152.00	116,854.40
	WKLY	1,604.80	1,926.00	2,247.20
	HRLY	40.12	48.15	56.18
GRADE 24	YRLY	87,838.40	105,331.20	122,803.20
	WKLY	1,689.20	2,025.60	2,361.60
	HRLY	42.23	50.64	59.04
GRADE 25	YRLY	92,456.00	110,760.00	129,064.00
	WKLY	1,778.00	2,130.00	2,482.00
	HRLY	44.45	53.25	62.05

APPENDIX B – Conditional Offer of Employment Form

Town of Merrimack
Conditional Offer of Employment

The Town of Merrimack hereby offers _____ a Conditional Offer of Employment for the position of_____, at the rate of pay of _____. Prior to being offered a Final Offer of Employment, the Town of Merrimack will undertake an investigation of your background as set forth below. By signing this agreement you hereby authorize the Town of Merrimack to receive any and all information about your employment history and background from any employers/references listed on your application for employment. By signing below you hereby authorize your prior employer(s) to release any and all information regarding your prior employment and do also release your prior employer(s) and the Town of Merrimack for any claims for damages associated with the release of such information. A Final Offer of Employment will be extended to you only after you have satisfied all of the requirements established by this agreement. All applicants are required to comply with these same Terms and Conditions.

1. The applicant must successfully pass a Criminal Record check. An applicant may be denied a Final Offer of Employment if: (1) there is an infraction which is serious in nature or involves an act of dishonesty; or (2) there are multiple infractions of a lesser degree; or (3) there is a record item on the report that was omitted from the employment application.
2. The applicant must successfully pass a Driver Record check if position requires the employee to drive a Town vehicle. An applicant may be denied a Final Offer of Employment if: (1) there is an infraction which is serious in nature; or (2) there are multiple infractions of a lesser degree; or (3) there is a record item on the report that was not disclosed prior to the Town receiving the Driver Record.
3. The applicant for a Police, Fire or Department of Public Works position must successfully pass pre-employment assessment which may include a polygraph examination (police only), psychological evaluation (police only), physical, and screening for illegal drug use and drug/alcohol abuse.
4. The applicant must successfully pass a background check, which may include interviews of individuals who have prior knowledge of the applicant. An applicant

may be denied a Final Offer of Employment for any undisclosed or material incidents of misconduct, dishonesty, acts of violence, or there are reasonable grounds to conclude that the applicant has engaged in conduct that would be grounds for discharge if employed by the Town at the time of occurrence. Further, an applicant may be denied a Final Offer of Employment for failure to accurately list employment history, reasons for separation, or for any other material misrepresentation or omission.

5. The applicant must receive final approval for hiring from the Town Manager, which may require a further interview with the Town Manager.

This conditional offer may, at the sole discretion of the Town of Merrimack, be immediately withdrawn without further explanation upon the applicant's failure to meet any one of the above terms and conditions. The applicant will receive a Final Offer of Employment only after all of the above terms and conditions have been successfully completed to the sole satisfaction of the Town of Merrimack.

_____ _____

Town of Merrimack Date

ACKNOWLEDGEMENT

I, the undersigned applicant, have read and understand the Terms and Conditions of this Conditional Offer of Employment and I understand that I will only be offered a Final Offer of Employment as set forth herein.

_____ _____

Applicant Date

_____ _____

Witness Date

APPENDIX C – Acceptable Use Policy

TOWN OF MERRIMACK
Acceptable Use Policy

For purposes of this policy, "staff" refers to Town of Merrimack employees, contracted service personnel, department heads, Town Council or Board members, and any volunteers working for the Town or its programs.

The responsibility of the staff is to familiarize himself/herself with and abide by the rules of this Acceptable Use Policy, the Town's Personnel Policy and all other applicable Town policies.

INTRODUCTION

1. This Acceptable Use Policy shall serve as a statement on the appropriate use of the various "technology resources" available to all authorized staff of the Town of Merrimack including, but not limited to, the Town of Merrimack computers, network, electronic mail system (e-mail), Town of Merrimack Website (www.merrimacknh.gov) and Internet/Website access. It is the Town of Merrimack's goal to enhance communications and the overall function of Town business with the assistance of these technology resources.

INTERNET

1. The Internet and the World Wide Web is a vast information network or "electronic highway" that links individuals, computers, networks and databases throughout the world. The Internet has the potential to serve as an invaluable resource because it allows immediate access to and download of important information, programs and other materials from government agencies and departments, non-profit organizations, and other private businesses and information providers. All staff must be aware that the Internet's power to access limitless information resources also includes information or material that can be inaccurate, destructive, invasive, controversial, objectionable, offensive defamatory and even illegal. The Town of Merrimack does not condone the use of such materials at any time and prohibits the use of the Town of Merrimack technology resources for these purposes. Yet, it is technologically impossible for the Town of Merrimack to adequately filter or control the quality or content of the information available on the Internet while still retaining a meaningful connection to it. Therefore, all staff will be held responsible for ensuring that their activities adhere to the Town's Acceptable Use Policy and to generally accepted standards as outlined herein and in other applicable Town policies.

2. The Internet also provides new and exciting interactive communication technologies, such as e-mail, news groups, list servers, instant chat rooms and discussion groups. While these interactive technologies are exciting and hold great potential for information gathering, they are also very disruptive if improperly utilized. Staff use of Town of Merrimack Network/ Internet access equipment to participate in these interactive technologies

must be related to Town business.

WEB SITE

1. The Town of Merrimack's presence on the Internet has been established to communicate the happenings of the Town of Merrimack with staff, taxpayers, community members and the world. The Town's sections of the Merrimack Website are intended to convey general information about the Town's events, recent developments, available services, policies and procedures and the like. Since sections must be responsibly developed, all information or material posted must be professional, ethical and meet the standards required of other Town publications. As such, it is not a forum for regularly posting information relating to non-Town of Merrimack events or organizations. The Town uniformly prohibits any unauthorized hyperlinks from its websites. Any unauthorized hyperlink added to the Town section of the website is a violation of this policy and subject the staff member to disciplinary action. All staff who wish to post information on or attach web pages to the Town's website sections must receive prior approval from their Department Head or Town manger.

RESPONSIBILITIES

1. Staff are responsible for appropriate and professional behavior when using the Town of Merrimack technology resources, just as they expected to conduct themselves in their office space, workplace or on Town property. As outlined in the Town's personnel Policies general Town rules for behavior and communications apply. The Town of Merrimack technology resources are provided for staff to conduct research, gather information and communicate with others for Town business purposes only. The Town of Merrimack technology resources shall not be utilized for recreational, personal, commercial or other non-Town business purposes.

2. Acknowledging that the potential for abuse of the Network/Internet exists, all staff must sign the Town of Merrimack Acceptable Use Agreement Form prior to accessing Town of Merrimack technology resources. All staff shall assume full liability, whether legal, financial or otherwise, for their actions when using the Town of Merrimack technology resources.

PROHIBITED CONDUCT

1. The use of the Town of Merrimack technology resources is a privilege and not a right. Town of Merrimack technology resources are only provided for Town business and shall not constitute a public forum. Inappropriate use shall result in appropriate disciplinary action.

2. The following prohibited conduct shall result in appropriate disciplinary actions include, but are not limited to:

a. Intentionally interfering with the normal and proper operation of the

Town of Merrimack computers, network, e-mail system website sections or Internet access;

b. Adversely affecting the ability of others to use equipment or services unless specifically authorized;
c. Conducting themselves in ways that are harmful or deliberately offensive to others;
d. Using the technology resources for illegal purposes;
e. Changing files that do not belong to the user unless specifically authorized;
f. Storing or transferring unnecessarily large files;
g. Creating, transferring or otherwise using or accessing any text, image, movie, sound recording or electronic or digital file that contains pornography, profanity, obscenity or language that offends or tends to degrade others;
h. Unauthorized installation of any software on Town computers;
i. Unauthorized downloading software from the Internet;
j. Sharing personal passwords or personnel information in violation of Town policies or state law;
k. Leaving personnel files open or leaving computer sessions unattended;
l. Failing to immediately notify a Department Head or Town Manager when they know that others are utilizing the Town's technology resources for unlawful or suspicious activities.
m. Using the technology resources for commercial, financial and/or personal gain, including solicitation and business of any nature;
n. Using the technology resources for political lobbying, except as expressly allowed during a Town activity;
o. Using profanity, vulgarities, obscenity or other language which tends to be offensive or tends to degrade others;
p. Accessing, viewing, storing or transferring obscene, sexually explicit or pornographic materials;
q. Sending hate mail, anonymous messages or threatening messages;
r. Sending "chain" type letters and unsolicited bulk mails (Spamming);
s. Using harassing, racial, sexist or discriminatory remarks and other antisocial behaviors;
t. Using e-mail, news groups, list servers, instant chat rooms and discussion groups for non-Town Business;
u. Wasting limited resources, including paper;
v. Using invasive software such as "viruses", "worms" and other detrimental activities;
w. Using encryption or security measures to avoid monitoring or review in the ordinary course of business or routine maintenance by the system administrator;
x. Attempts to log-on to the network as the system administrator;
y. Using someone else's password;
z. Misrepresenting oneself as another user;
aa. Trespassing in another's folders, work, files or e-mails;
bb. Infiltrating, disrupting or interfering with others' use of the Town of Merrimack technology resources or infiltrating, disrupting or interfering with others' use of outside computing systems or networks;

cc. Intentionally infringing upon the intellectual property rights of others in computer programs or electronic information, including plagiarism and/or unauthorized use or reproduction;
dd. Transferring, utilizing or storing material in violation of copyright laws or license agreements;
ee. Involvement in any activity prohibited by law or Town policy;
ff. Creating unauthorized hyperlinks between the Town of Merrimack sections of the Merrimack Website and other Internet sites;

3. The use of the Town's technology resources for any altruistic or charitable purpose must be approved in advance by the Town. The Town of Merrimack reserves the right to add and include additional behaviors and activities that can result in appropriate disciplinary action.

UNINTENTIONAL VIOLATIONS

1. The Town is aware that violations of this policy may occur under circumstances where the staff is involuntarily routed to sites containing inappropriate information or material. Upon arriving at such sites, it is the responsibility of the staff member to immediately exit such site as quickly as possible. The Town is also aware that commercial vendors may secure E-Mail addresses of staff members and use these addresses to propagate or otherwise deliver viruses, worms, commercial advertisements, solicitations, etc., under circumstances where the staff member has no control, intention or desire to access or transmit the offending information or material. Accordingly, disciplinary action under this policy shall only result from willful and intentional violations of this policy. Notwithstanding, the Town reserves the right to discipline any staff member for violations of this policy where it is apparent that the staff member knew, or should have known, that violations of this policy were likely to occur as a result of the actions, or inactions, of the staff member in question. As soon as possible, staff shall take steps to delete the unwelcomed material and remove it from the Town's computer systems, unless the preservation of such material is necessary to pursue disciplinary action against another staff member. Further, to the degree possible, staff should take appropriate steps to discourage and/or prevent further unwelcomed deliveries or transmissions, including, if necessary, reporting the situation to the system administrator so that appropriate steps can be taken to prevent further inadvertent and unintentional violations of this policy.

DISCIPLINE

1. Staff violation of this Acceptable Use Policy and/or other Town of Merrimack policies shall result in, but is not limited to, one or more of the following:

a. Restriction, suspension or revocation of access privileges;
b. Written warnings or a letter or reprimand in the personnel file;
c. Other remedies, such as suspensions and terminations as covered under New Hampshire law and any applicable Collective bargaining Agreement;

d. Referral to the appropriate legal authorities for possible criminal prosecution;
e. Civil liability.

PRIVACY

1. Staff has no rights of privacy with regard to their use of the Town of Merrimack technology resources, which includes but is not limited to, the Town of Merrimack computers, network, electronic mail system (e-mail), website sections and Internet access. The Town of Merrimack retains ownership and possessory control of its technology resources. Accordingly, staff have no reasonable expectation of confidentiality, privacy, security or ownership of the content of any information accessed, sent, received, created or stored thereon. All staff should realize that electronic communications and other information sent through the Internet are accessible by third parties, specifically the Internet Service Provider.

2. The Town of Merrimack networked technology resources are maintained and managed by a system administrator in such a way as to insure its availability and reliability in performing the Town of Merrimack's mission. Staff are advised that the Town 's technology resources are treated as a shared filing system, which means that in the ordinary course of business, pursuit of Town business, routine maintenance, or in the course of an investigation to protect the health, welfare and safety of the Town, its staff, a system administrator or other authorized Town staff member may, at any time, without advance notice to staff, monitor, access, modify, remove, review, retrieve and/or disclose the subject, content and appropriateness of any and all information stored or transmitted on Town technology resources, including information that may have been deleted but still exists on the system. All staff are put on notice that deleted messages are never completely removed and may be retrieved or restored. Staff should not save their personal work on computer hard drives or the network, but rather should use a personal disk or memory stick for saving their work. All staff shall frequently delete old files. During routine maintenance the system administrator or designee may delete files stored on any of the Town of Merrimack technology resources.

3. The Town makes no warranties of any kind, whether express or implied, for the technology services it is providing. While the Town of Merrimack will make every effort to preserve data, the responsibility for it lies with the staff. The Town will not be held responsible for any damages staff may suffer, including but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries or service interruption caused by its own negligence or a staff's errors or omissions. The Town specifically denies any responsibility for the accuracy or quality of information obtained through its technology resources. All staff must fully understand that the use of any information obtained through the Internet is at their own risk.

4. The Town of Merrimack reserves the right to record all Internet addresses and electronic communications accessed by staff. Likewise, the Town has

the right to determine what information is posted on its website sections and it will routinely monitor all technology resources in order to maintain their integrity and to ensure compliance with this policy. Any and all violations of this policy detected by the system administrator will be reported to the Department Head or the Town Manager for disciplinary action

COPYRIGHT AND OTHER PROTECTED MATERIALS

1. It is the intent of the Town of Merrimack to adhere to the provisions of the 1976 U.S. Copyright Act, its 1980 Amendments, and the license agreements and/or policy statements contained in software packages used by the Town. All staff shall respect the copyright and proprietary interest of any materials accessed through the Town of Merrimack technology resources. Staff may not duplicate copyrighted materials, graphics or software, including Town owned software, without permission from the copyright holder, unless the use falls within the legal parameters of the Fair Use Doctrine, whether for personal use or for the use of others. The improper duplication or use of copyrighted materials is a violation of this policy and is subject to disciplinary action, as well as possible civil liability and criminal prosecution.

COMPLAINTS

1. If violations of this policy occur all staff are required to immediately notify the Town Manager or appropriate Department Head where the infraction occurred, or where the staff person is based. The Town manger or Department Head shall document all complaints in writing. Every effort will be made to protect the anonymity of the reporting person, but it cannot always be guaranteed. The Town manger or Department Head shall conduct an investigation of the complaint and shall report any disciplinary action taken.

2. Staff who are disciplined as a result of this policy have the same appeal procedure as any disciplinary action, in accordance with the Town's grievance policy or any applicable collective bargaining agreement.

ENFORCEMENT

1. The Town of Merrimack may use technology protection measures that blocks or filters Internet access to some Internet sites that are not in accordance with Town policy. The technology protection measure that blocks or filters access may be disabled by appropriate personnel upon request for bona fide research purposes with approval from a Department Head.

EXEMPTIONS

1. The Town recognizes that the job requirements of several positions may conflict with the specific language of this Policy. Accordingly, the Town Manger may exempt such positions from the policy as necessary to carry

out their individual responsibilities. It shall be the responsibility of Town manger to develop a list of exempt positions and to identify the specific sections of the policy that are inapplicable. An addendum shall be attached to the staff's signed Acceptable Use Agreement Form indicating the nature and extent of the exemption. Appropriate personnel will monitor use of the Intranet and Internet to ensure enforcement of the policy.

TOWN OF MERRIMACK
Adopted: 3/12/2009

TOWN OF MERRIMACK
ACCEPTABLE USE POLICY AGREEMENT FORM

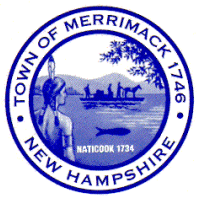
THE FOLLOWING MUST BE COMPLETED BY ALL STAFF PRIOR TO ANY USE OF TECHNOLOGY RESOURCES.

1. I acknowledge that I have received, read and fully understand the Town of Merrimack's Acceptable Use Policy.
2. It is clear to me that use of the Town's "technology resources", such as the Town's computers, network, electronic mail service, website sections and Internet access is designated for Town Business only.
3. I agree to immediately report any misuse of the Town's technology resources to the Department Head where the infraction occurred, or where I am based.
4. I understand that my violation of the Town of Merrimack Acceptable Use Policy may result in the restriction, suspension or cancellation of access privileges and may result in other disciplinary action, civil liability or criminal prosecution by the appropriate authorities.
5. I hereby acknowledge that any e-mail or electronic document(s) generated on Town equipment is the property of the Town and I therefore acknowledge that I have no expectation of privacy with relation to such e-mail or electronic documents.
6. I certify that the information contained in this form is true and accurate.

Staff Signature:_____
Date:_____

Staff Name:_____
(please print)

MERRIMACK TOWN COUNCIL
Adopted: 3/12/2009



Town of Merrimack
6 Baboosic Lake Road
Merrimack, NH 03054

(603) 424-2331
(603) 424-0461

www.merrimacknh.gov

Visit the employee web portal: *https://websense.merrimacknh.gov*