



# Town of Lincoln Personnel Policies Manual

Adopted December 29, 2004  
(Amended August 10, 2015)

*This document replaces all personnel policies  
previously established or approved by the Town of Lincoln*





**Town of Lincoln**  
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## Welcome to the Town of Lincoln!

As an employee of the Town of Lincoln, your mission is to provide residents and visitors to our community with the finest and most efficient service possible.

This manual explains our personnel policies and benefits, and it outlines some of your responsibilities as well as the opportunities that exist for you as a Town employee.

Occasionally it will be necessary to revise or update this manual. We will notify you when changes are made.

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

Sincerely,

Lincoln Town Manager:

Alfred Burbank

Lincoln Board of Selectmen:

Chairman O.J. Robinson  
Vice Chair Patricia McTeague  
Selectman Jayne Ludwig

## **ABOUT THIS MANUAL**

The policies outlined in this manual should be regarded only as guidelines that may need to be changed from time to time. The Town of Lincoln retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town. This manual replaces any and all prior manuals, policies, procedures, and practices of the Town.

This manual also summarizes the current benefit plans maintained by the Town for eligible employees. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan will prevail. The employee manual and any other plan documents are not contractual in nature and do not guarantee any continuance of benefits.

**This manual is not, and shall not be construed as, an explicit or implied contract, shall not modify any existing at-will status of any Town employee, and shall not create any due process requirements in excess of federal or state constitutional or statutory requirements. Employment at-will means that employees are free to resign from their employment at any time, with or without cause or notice, and the employer has similar rights and can terminate the employment relationship at any time, with or without cause or notice. Resignation without proper notice as outlined within this manual (page 31) may result in loss of certain benefits. Please understand that neither the policies contained in this manual, nor any other written or verbal communication by any other employee, including management employees, are intended to create a contract of employment or a warranty of any of the benefits described in this manual.**

Please also be aware that the Town reserves the right to change, revise, or eliminate any of the policies, procedures, or benefits described in this manual at any time, in its sole discretion.

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**-SECTION 1-**  
**DEFINITIONS / EMPLOYMENT CLASSIFICATIONS / RESPONSIBILITIES FOR**  
**ADMINISTRATION**

**DEFINITIONS**

<u>Appointing Authority:</u>	The Board of Selectmen and/or Lincoln Town Manager or voters at Town Meeting have the power to grant appointments or employment.
<u>Demotion:</u>	The movement of an employee from a position to another position with a lower maximum pay rate.
<u>Department:</u>	Any division or other agency of the Town as defined by the Board of Selectmen or the New Hampshire Revised Statutes Annotated.
<u>Department Head:</u>	The person having immediate supervision and control of a division or other agency.
<u>Dismissal:</u>	Involuntary separation of an employee as a result of a disciplinary action, inability to perform the duties of the position or for other reasons at the discretion of the Town.
<u>Domestic Partners:</u>	Adults, neither of whom is legally married, who have resided together in the same legal residence for at least 12 consecutive months in a committed, mutually monogamous, non-platonic, family-type relationship, and who intend to remain in that relationship indefinitely. See Appendix F.
<u>Employee:</u>	A person occupying a position or a person who is on authorized leave of absence. See employment classifications for specific designations.
<u>Employment Date:</u>	Date of hire.
<u>Exit Interview:</u>	Upon voluntary or involuntary dismissal, resignation or retirement, an employee may meet with one or more Selectmen or the Town Manager to exchange information about that individual's experience as a Town employee.



<u>Layoff:</u>	Involuntary separation of an employee resulting from a reduction in the work force due to a reduction in work, lack of funds or elimination of the employee's position.
<u>Leave:</u>	A period of authorized absence during which an employee does not work but is still considered to be employed by the Town.
<u>Paid Time Off:</u>	"Paid Time Off" (PTO) may be used for vacation, holidays, or personal time.
<u>Personnel Action:</u>	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, reclassification, resignation, suspension, dismissal, and placement in leave status. A Personnel Action Request Form (Appendix E) shall be completed by the employee's immediate supervisor in such instances.
<u>Probationary Period:</u>	A working test period of a minimum of six months and a maximum of one year, following initial appointment or promotion. During this time an employee is required to demonstrate by conduct and actual performance his/her qualifications for the position to which he/she has been appointed. For those positions requiring certification (e.g. patrol officer, etc.,) transfer to regular status cannot occur until certification is received.
<u>Promotion:</u>	The movement of an employee from a position to another position with or without a higher maximum pay rate.
<u>Suspension:</u>	An enforced leave of absence, with or without pay, for disciplinary purposes or pending an investigation of charges made against an employee.
<u>Town:</u>	Town of Lincoln
<u>Worker's Compensation Injury Leave:</u>	Paid leave given to an employee due to absence from work caused by an accident, injury, or disease that occurs while performing, or as a result of having performed, the duties of his position.

## **EMPLOYMENT CLASSIFICATIONS**

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

- **Full time hourly (non-exempt):** Individuals who are regularly scheduled to work 40 or more hours per week. Most non-exempt employees, with the exception of employees engaged in law enforcement, fire protection, or other public safety activities, are entitled to be paid one and one-half (1-1/2) times their regular hourly wage for any time worked over forty (40) hours per week. (See overtime policy.)
- **Full time salaried (exempt):** Individuals who, because of their job, are not entitled to overtime pay and minimum wage in accordance with the Fair Labor Standards Act (FLSA.)
- **Part time:** Individuals who are regularly scheduled to work 32 hours or less per week. Part-time employees are not eligible for benefits described in this manual except where noted or to the extent required by state or federal law.
- **Temporary:** Employees who are assigned to either a full-time or part-time position for a specified period of time or assignment. The period of assignment will be contingent on funding for the position and/or duration of the assignment.
- **Seasonal:** An employee who observes normal working hours, but is employed during certain months or seasons of the year.

## **RESPONSIBILITY FOR ADMINISTRATION**

The overall responsibility for the administration of the rules, regulations and policies contained in this manual rests with the respective town officials to whom specific authorities have been designated, either by law, Town Meeting vote or by this manual, but primary responsibilities belong to the Board of Selectmen.

### **BOARD OF SELECTMEN**

The Lincoln Board of Selectmen shall oversee the applicable provisions as contained in this manual. The Board of Selectmen shall have final decision making authority and approval over all personnel matters, except where otherwise provided in these policies and procedures or pursuant to state law (e.g. Library Trustee Authority.) Specifically, they shall:

- a) maintain the classification and compensation plan;
- b) ascertain and record the duties and responsibilities of all positions in the classified service and classify such positions in the manner provided hereinafter;
- c) recommend annually, during the budget process, rates of compensation for each class of positions in the pay plan;
- d) be the appointing authority and approve personnel actions, including the recruitment, selection and retention of employees unless so delegated to the Town Manager and/or department head.
- e) determine payment or non-payment of employee wages during extreme conditions and closing of Town buildings.

### **TOWN MANAGER**

The Town Manager is the administrative head of all Town departments and is responsible for the efficient administration of those departments. The Town Manager is, however, subject to the direction of the Board of Selectmen. The Town Manager will impartially and equitably administer all personnel policies and procedures with assistance from the Board of Selectmen as needed. The Town Manager may delegate the actual operations involved in administering these policies to such person or persons, as the Town Manager deems practical. State law requires the Town Manager to:

- a) organize departments as the Board of Selectmen determine;
- b) appoint and remove officers and employees under the Town Manager's jurisdiction;
- c) attend Board of Selectmen's meetings, as they require;
- d) keep complete records of the office, including submitting to the Board of Selectmen a detailed report on revenues and expenditures and making a summary of all reports for publication annually or more often at the request of the Board of Selectmen;
- e) keep the Board of Selectmen fully advised as to needs of the Town, including submission of a proposed budget by the appropriate deadline;
- f) examine operations of any department and conduct of any employee under the Town Manager's control (RSA 37.6;)

In addition, the Lincoln Town Manager has charge, control, and supervision of the following departments and services, subject to the direction of the Board of Selectmen and local ordinances: police and fire departments; the municipal water system; construction and maintenance of all town buildings, roads, sidewalks, and bridges (unless otherwise voted by the Town;); purchase of supplies; sewers and drainage;

street and bridge lighting; parks, commons, and the recreational area; entering into and overseeing performance of all contracts; welfare, and other duties assigned by the Board of Selectmen. The Lincoln Town Manager shall complete written performance evaluations (See Appendix A) on employees under his or her supervision. See Appendix C for full contents of RSA 37:6 (Town or Village District Managers.)

### ***DEPARTMENT HEADS***

The department heads shall have responsibility to select, retain, discipline, promote, train, transfer, and separate employees within their department. They are expected to effectively supervise their employees; to report upon the efficiency and performance of their staff; to notify the Town Manager for coordination with the Board of Selectmen of any changes of duties with their employees in order that the classification plan will be maintained; and to recommend salary adjustments. Department heads shall recommend to the Town Manager, as necessary, desirable changes in the personnel policies and procedures to improve administration of the personnel system. They will complete written performance evaluations (See Appendix A) annually on employees under their supervision.

### ***EMPLOYEES***

Employees are expected to carry out the responsibilities and perform the duties of the position for which they were hired. All employees shall thoroughly review this manual and any subsequent revisions. They are encouraged to submit suggestions for changes in personnel policies and procedures for improvement of the Town's personnel administration.

## **-SECTION 2-** **GENERAL GUIDELINES & REGULATORY INFORMATION**

### **OUR WORKPLACE**

As you review this manual, you will notice terms such as "workplace" and "premises" are used in many of the Town's policies. The nature of our work as a municipality requires that these terms have a broad definition. Accordingly, whenever our "workplace" or "premises" are discussed in this manual, please understand that we are referring not only to Town buildings, facilities and properties, but also to any remote job site to which you may be assigned to work and any vehicle in which you may be traveling for Town-related business.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **WORKING CONDITIONS**

No employee shall engage in any business other than his/her regular duties during work hours. At no time shall an employee be connected with or have an interest in a transaction involving the Town or the public, where the sale or purchase of an item might be influenced by their position as a municipal employee.

## **HARASSMENT IN THE WORKPLACE POLICY**

It is the policy of the Town of Lincoln that the work environment should be free from forms of harassment. The Town does not condone and will not tolerate harassment of any type. The Town will take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment. To that end, this policy provides for procedures for reporting, investigating and resolution of complaints of harassment. Please note that this policy applies to: 1) all employees, and 2) all elected and/or appointed board and committee members (whether paid or unpaid.)

### ***PROHIBITED ACTIVITY***

Harassment based on age, race, color, gender, religion, national origin, marital status, disability or veteran status is expressly prohibited and will not be tolerated in any form.

Harassment includes, but is not limited to, verbal abuse, ridicule, derision or insults directed at or about persons on the basis of their age, race, color, gender, religion, national origin, marital status, sexual orientation, disability or veteran status, and the display or circulation of materials and pictures which degrade or offend persons on the basis of the above-mentioned factors.

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

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

### ***EMPLOYEE RESPONSIBILITIES***

Each employee of the Town is responsible for assisting in the prevention of harassment through the following acts:

- refraining from participation in or encouragement of actions that could be reasonably perceived as harassment;
- encouraging any employee who confides that he or she is being harassed to report the situation to a supervisor;
- reporting directly any acts of harassment to a supervisor or appropriate authority.

### ***COMPLAINT PROCEDURES***

All allegations of harassment will be promptly, fairly and objectively investigated. All information disclosed in the internal investigative process will remain confidential to the extent possible and will only be disclosed on a need to know basis in order to investigate and resolve the matter. In all cases of harassment the following steps are recommended:

- a) Employees who believe they have been harassed are encouraged to tell the person engaging in the conduct that the conduct is unwelcome and offensive.
- b) Employees who believe they have been harassed should immediately report the alleged acts to their supervisor or department head. This is necessary so that steps may be taken to protect them from further harassment and so that appropriate investigative and disciplinary measures may be initiated. When it is not practical for an employee to speak with his supervisor or department head, the employee may instead report to the Town Manager.
- c) Upon first learning of the complaint, the supervisor, or other person to whom a complaint is made, shall document the details of the alleged incident and note the names of all those involved as participants and/or witnesses.
- d) The department head to whom the employee initially reported the allegation shall promptly inform the Town Manager of the complaint.
- e) The investigating authority shall promptly and objectively investigate any complaint alleging harassment. The investigating authority shall be the Town Manager. However, if the employee files the complaint against the Town Manager, the Board of Selectmen would serve as the investigating authority.
- f) The Police Chief or his/her designee shall be notified immediately if the investigation reveals evidence of criminal activity, such as battery, rape or attempted rape.
- g) The investigation will include interviews of the complainant, the alleged harasser and, if necessary any witnesses to the alleged incident.

- h) Employees accused of harassment will be informed of the allegation(s) against them in writing. They will be given sufficient information about the allegations and an adequate time frame in which to respond before any disciplinary action is imposed. It will not be assumed that they have violated this policy unless and until an investigation establishes that they have done so.
- i) If information that is collected during the investigation establishes that the alleged harassment did occur, appropriate disciplinary action will be taken promptly, up to and including discharge.
- j) The investigating authority will inform the parties involved of the outcome of the investigation.
- k) There will be no discrimination or retaliation against an employee who in good faith lodges a harassment complaint or who assists, testifies, or participates in the investigation of such a complaint. Retaliation by one employee against another will result in disciplinary action up to and including discharge.
- l) Accusations made in bad faith, or with intent to harass, will result in disciplinary action up to and including discharge.
- m) This policy is intended to offer an internal resolution of the harassment complaint. It in no way excludes an aggrieved party from exercising his or her rights before any other appropriate forum. The Town will in no way discourage an employee from exercising such rights.
- n) Complainants or employees accused of harassment may request review by the Town Manager of the investigation or disposition of a harassment claim.

## **THE AMERICANS WITH DISABILITIES ACT**

The Town of Lincoln prohibits any form of discrimination in hiring -- as well as in all terms and conditions of employment -- against individuals with disabilities. The Town will make every effort to make reasonable accommodations to ensure equal opportunity in the application process, to enable employees to perform essential job functions, and to enable disabled employees to enjoy the same benefits and privileges of employment as are enjoyed by employees without disabilities. Please notify the Town Manager if, because of a disability, you require an accommodation to perform the functions of your job. The Town will maintain all medical information in a confidential manner in accordance with the Americans with Disabilities Act.

## **-SECTION 3-** **TERMS OF EMPLOYMENT / RECORD KEEPING /** **PERFORMANCE APPRAISALS**

### **EMPLOYMENT AT WILL**

Unless otherwise provided in a written contract signed by the Board of Selectmen, or unless set forth by statute, Town employees are considered to be employees at will. Town employees may resign from their employment at any time, for any reason.

Likewise, the Town may terminate the employment relationship of any employee at any time, for any reason. Neither the policies contained in this manual, nor any other written or verbal communication by a supervisor, are intended to change the “at will” relationship or create a contract of employment.

## **PERSONNEL RECORDS**

The Town of Lincoln maintains certain records containing job related information on all employees to ensure compliance with state and federal law and to keep a record of your progress as an employee. Your personnel file is the Town’s continuous record of information relative to your employment. You may inspect your own personnel file during regular office hours, upon reasonable request. However, you may not be permitted to review your personnel file if you are subject to an investigation at the time of your request and if disclosure of such information would prejudice law enforcement. File inspection must be done on your own time, and must be arranged through your department head. You may read your personnel file, but you may not remove any portion of the file. Upon request, you will be provided a copy of all or part of your personnel file.

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

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

## **PERFORMANCE APPRAISALS**

In order for employees to improve performance and better understand the Town’s expectations, the performance of employees will be periodically reviewed. You will generally receive performance appraisals (Appendix A) from your department head or Town Manager during or at the expiration of the probation period and yearly thereafter. However, job coaching is a continuing process throughout the course of employment, and you may meet with your department head or the Town Manager to discuss performance more frequently.

You and your department head, or the Town Manager, will discuss your performance review, giving you the opportunity to understand the expectations of your position and to examine your strengths, as well as areas in which you need to improve. You and your department head, or the Town Manager, will also discuss additional opportunities for



professional growth at the Town of Lincoln. You will have the opportunity to comment on and sign the review. Your signature on the performance appraisal form indicates you have seen the appraisal; it does not indicate agreement or disagreement with the content of the review.

An appraisal is not a contract or a commitment to provide a compensation adjustment, a bonus, or continued employment. Appraisals are only one of several factors that the Town uses in connection with compensation, promotion, and retention decisions.

#### **-SECTION 4-** **COMPENSATION/HOURS OF WORK**

#### **PAY POLICY**

The Town of Lincoln offers a salary structure with pay schedules consisting of pay ranges directly comparable to the classification levels on the classification plan. Each pay range (or classification level) has established minimum and maximum pay rates. Except as otherwise provided in the rules (for example, overtime compensation, or working out of classification,) no employee shall receive pay from the Town at other than within the pay grade established for the classification level of his position.

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

It is important that you accurately report your time worked so you are compensated correctly. You may be required to complete time sheets. (Appendix B) Falsification of time records could lead to disciplinary action, up to and including separation from employment. Time sheets or other documents pertaining to time worked should be turned into the Finance Department no later than 9 a.m. each Monday, in order to be paid on a timely basis for the previous week. Your supervisor will provide you with details concerning your obligation to report all time you have worked.

If you are planning to take Paid Time Off for at least one pay period, it is possible to be paid in advance if you provide the Finance Department with proper advance notification. This notification must be made by submitting a timesheet, indicating your Paid Time Off dates at least one full week prior to taking Paid Time Off. For example, if you plan on one week of Paid Time Off, from August 8 – August 14, your regular timesheet and your Paid Time Off time sheet must be turned in on Monday, August 1. You will then receive your normal paycheck on August 4, along with a second check that would represent one week of Paid Time Off.

## **PAY & PAY PERIODS**

Employees are informed as to their rates of pay and the pay period at the time they are hired. Rates of pay are reviewed periodically and may be adjusted. If you have any questions regarding your rate of pay, please see your supervisor.

Employees are paid on a weekly basis on Thursdays at noon for all hours worked during the **previous** calendar week. Please review your paycheck for errors. If you find a mistake, report it to your supervisor immediately. Paychecks ~~will~~may be deposited to your checking or savings account or distributed directly to you. If you want someone else to receive your paycheck, you must provide the Town with written authorization.

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

The Town's work week begins Monday at 12 a.m. (midnight) and ends Sunday at 11:59 p.m. Because of the nature of our business, your work schedule may vary depending on your job and department. When hired, your supervisor will inform you of your hours of work.

## **PAYROLL DEDUCTIONS**

There are two categories of payroll deductions: those required by state or federal law and those authorized by the employee. Payroll deductions required by state and federal laws include federal withholding, income tax, social security tax, and wage garnishments as required by law (e.g., child support payments, court-ordered payments, IRS garnishments.) If authorized in writing by an eligible employee, the Town will also make additional deductions for health insurance and other purposes that are for your benefit. Arrangements for these voluntary deductions may be made with the Finance Department.

Payroll deductions are also permitted for medical, surgical, hospital, and other group insurance benefits having no financial advantage for the employer; payments into savings funds held by someone other than the employer; union dues; and retirement fund contributions. Please contact the Finance Department with any questions regarding payroll deductions.

## **OVERTIME/COMPENSATORY TIME**

***Revised 12/1/2014***

From time to time, it may be necessary for you to perform overtime work. Your department head or supervisor must approve all overtime in advance. Except in the event of an emergency, the Town will attempt to provide you with advance notice of the necessity for overtime work. To the extent possible, the Town will attempt to equally distribute overtime among employees. Most non-exempt employees, with the exception

of certain law enforcement, fire protection, and public safety employees, are entitled to be paid one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours per week. Sick days, vacation time, leaves of absences, and other time-off benefits are counted as time worked for purposes of overtime.

Non-exempt employees, who are entitled to overtime, may choose time off in lieu of monetary compensation. Compensatory time (Comp time) will be calculated at a rate of one and one half hours for each hour of overtime worked. Employees may not accrue more than 40 hours of comp time. Comp time must be recorded on time sheets each week. Use of comp time must be approved in advance by the Department Head and is approved on a first come basis. Comp time shall be used in 4 hour increments. If an employee wishes to use more than 4 hours at a time (i.e. 1 day, 2 days, 3 days), the request must be made in advance to the Department Head. The granting of comp time and comp time leave is at the sole discretion of the Department Head. Comp time will not be carried over from one year to another. Unused comp time will be paid in full at the end of the year. Upon termination of employment, the employee will be paid for any accrued, unused comp time.

Non-exempt Town employees engaged in law enforcement activities will be paid overtime as specified in their Police Union contract. Exempt employees are not eligible for comp time and will be paid according to their employment agreements.

### **BREAKS AND MEAL PERIODS**

New Hampshire law requires that employees who work more than five (5) consecutive hours be given a thirty (30) minute unpaid meal break. The department head or other designated individual may schedule meal breaks and other breaks throughout the workday. Certain employees, such as firefighters and police officers, may be required to work 24-hour shifts on occasion. If an employee is required to stay at work during a meal break (i.e. summer camp staff) a signed "meal waiver" is required.

### **REIMBURSABLE EXPENSES**

With prior approval by his/her supervisor, the Town will reimburse legitimate expenses to the employee. The employee must submit receipts in order to be reimbursed. Reimbursement will be in the form of a separate check. See your supervisor or the Town Manager with any questions as to whether and what expenses may be reimbursed.

### **CALLBACK PAY**

Employees who are called back to duty after the conclusion of their regular workday shall be paid for a minimum of three (3) hours of service at the rate of one and one-half

(1 ½) times their regular rate of pay. An employee who is called back more than once in a three (3) hour period shall be paid for only one (1) such callback.

## **-SECTION 5-** **HOLIDAYS**

Town offices are closed on the following 10 holidays: New Year's Day, Martin Luther King, Jr. Day (third Monday in January,) President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day, the day after Thanksgiving, and Christmas. In the event a holiday does not fall on a regularly scheduled workday, the Town Manager or Board of Selectmen shall determine a substitute day for observance.

Employees are entitled to 11 Paid Time Off days (pro-rated based on hire date) which may be used on holidays listed above, or at other times of the year, contingent upon approval from the department head or Town Manager.

The full-time members of the Lincoln Police Department and Dispatch employees will receive compensation for up to 11 holidays (pro-rated based on hire date) in their first paycheck of the last month of the year. This does not include the positions of Chief, Lieutenant, and Department Secretary/Administrative Assistant.

In order to qualify for holiday pay, an employee must have been on paid status (sick leave and annual leave are considered paid status) the workday prior and the workday after the holiday.

## **-SECTION 6-** **PAID TIME OFF (PTO)**

### **ELIGIBILITY**

Certain Police Department employees are subject to the provisions of the Police Union Contract. Other regular full-time employees are eligible for PTO. *Part-time*, temporary and seasonal employees are not entitled to PTO.

Every **full-time** employee, after having been employed an aggregate of twenty-six (26) weeks, shall be granted *use of* PTO without loss of pay in each calendar year in accordance with the following schedule. *Vacation PTO hours will be accrued on a weekly basis, as outlined in the table below, based on the date of hire as a full-time employee. So after 26 weeks, 40 hours of vacation pay will have been earned. Holiday PTO is only earned as each holiday passes. The following schedule assumes a 40 hour workweek.*

Years of Service	Holiday PTO Hours Possible	Vacation PTO Hours allowed per year	Hours accrued per week (approx.)
1-4	88	80 (2 weeks)	1.54
5-9	88	120 (3 weeks)	2.31
10-14	88	160 (4 weeks)	3.08
15 or more	88	200 (5 weeks)	3.85

Because we value our employees, we encourage them to take time off each year to rest, relax, and pursue special interests. If an employee does not use all earned PTO in any given year, up to 56 hours of PTO may be carried forward from one year to the following year, comprised of 40 hours of unused Vacation PTO and 16 hours of personal time. However, no more than 56 hours may be accumulated or carried forward from previous years. Exceptions may be allowed with the approval of the Board of Selectmen or Town Manager.

Approval for using Paid Time Off shall be at the discretion of the department head. The department head's time for taking PTO shall be at the discretion of the Town Manager. The Town Manager's time for taking PTO will be at the discretion of the Board of Selectmen.

Management expects employees to take some of their PTO during the slow business periods. There may be time periods when PTO time is not allowed due to high business level. A Request for Leave form (Appendix D) must be completed and approved by the department head or Town Manager.

All requests for Paid Time Off in excess of 32 hours are to be submitted to your immediate supervisor in writing at least ten (10) days prior to the requested leave.

A regular part-time employee, working a minimum of 30 hours per week, who becomes a full-time employee, will have the use of his/her original employment date with the Town for purposes of computing Paid Time Off. A temporary employee who is subsequently hired as a full-time employee shall have his/her original employment date with the Town for purposes of computing Paid Time Off.

Paid Time Off may be taken weekly, several days at a time, in parts of days (smallest increments of one hour, unless approved by the department head) or carried over to the following year.

Paid Time Off is allocated to each employee annually based on the date of hire as a regular full-time employee. The Finance Department will provide a detailed accounting in writing of used and unused PTO to employees on a quarterly basis.

## **SCHEDULING**

The department head will determine the annual PTO schedule, taking into consideration the best interests of the town, the particular needs of the department, and the desire of the employee. A conflict in scheduling vacation leave among several employees will be resolved by the department head on the basis of particular assignments of employees and upcoming department workload.

## **PAID TIME OFF SETTLEMENT UPON TERMINATION**

*Revised 12/1/2014*

An employee who is eligible for Paid Time Off under this policy, and whose services are terminated, voluntarily or involuntarily (unless termination is due to pending criminal charges directly related to his/her employment or service to the Town of Lincoln) shall be paid for Paid Time Off in an amount that is equivalent to any unused earned Paid Time Off (see Eligibility section), up to a maximum of 288 hours. *This would be broken down as up to 200 hours of Vacation PTO Hours and up to 88 hours of Holiday PTO hours. (16 hours personal time and 40 hours of carried-over Vacation PTO may also be paid, as mentioned in other sections of this manual.) Any unused sick time is not eligible to be paid upon termination.*

An employee who has received advance PTO or who has taken PTO which, upon dismissal, has not been *earned* (acquired), will have the amount of the unearned PTO pay previously received deducted from his or her final compensation payment.

## **DEATH OF AN EMPLOYEE ELIGIBLE FOR PAID TIME OFF**

Upon the death of an employee who is eligible for PTO, payment shall be made to the beneficiary (as listed on the NH Retirement System Designation of Death Beneficiary form, a copy of which will be in the personnel file) for the amount of accumulated, unpaid PTO.

## **PAID TIME OFF AS SICK LEAVE**

When the employee's sick leave has been exhausted, Paid Time Off time may be used by the employee as sick leave, with the recommendation of the department head and the approval of the Town Manager.

## **SICKNESS WHILE ON PAID TIME OFF**

With the approval of the Town Manager, an employee who becomes ill while on vacation may change those sick days when ill to sick leave.

**-SECTION 7-**  
**SICK TIME / MATERNITY/ & OTHER LEAVES OF ABSENCE**

**SICK LEAVE**  
***Revised 12/1/2014***

A regular employee of the Town who suffers from or is affected with an illness shall be entitled to paid sick leave in any calendar year accumulated at the rate of one half (1/2) day per month, for a total of six (6) days per year. *Part-time employees are not eligible for sick leave.*

The rate of pay which shall be paid to any regular Town employee absent from work on account of illness shall be at the same rate as the employee shall be paid if he/she were not absent, regardless of what rate of pay the employee had been entitled to when the sick leave was accumulated.

Sick leave accrues at the rate of six (6) days up to a maximum of 40 days. Accrual commences on the date of hire, but cannot be taken during the first ninety (90) days of employment.

Sick leave shall be allowed only in the case of necessity and actual illness or disability of the employee, because of illness in the employee's immediate family, or to take physical, dental, or eye examinations or other sickness prevention measures.

"Immediate family" for the purposes of this section is defined to include: spouse, child, mother, father, brother, sister, or other relative living in the same household, including domestic partners as defined in Appendix F.

Employees who do not report to work due to illness must contact their department head on a daily basis relative to the need for and status of their absences, unless otherwise directed.

The Town may require that the employee provide certification from a healthcare provider regarding the necessity for taking a sick day. Every department head at all times shall have the right to request of any absent employee a certificate or other dependable evidence of the employee's sickness.

Employees absent from work due to illness for three consecutive work days may be required to obtain a health care provider's statement, certifying that they are able to return to work. Employees who fail to report to work or call in to their department head for three consecutive work days will be considered to have voluntarily resigned from their employment. Notification from family members is acceptable in extreme situations.

At the end of the year, employees have the option to carry over up to a total of forty (40) days. Upon separation from employment, employees will not be paid for any earned, unused sick days.

A record shall be kept by the department head of every Town department. This record shall show a detailed and accurate account of the periods of illness and accumulation of sick leave relating to every employee of the respective departments.

If there is any good reason or cause to deny an employee of the Town sick leave or injury pay under this section, the Board of Selectmen may, after due inquiry, determine what, if any, pay shall be given under the circumstances.

Abuse of sick time privilege may result in the suspension of sick leave benefits and/or disciplinary action, including termination.

### **BANKED SICK DAYS**

Employees may “bank” or donate one sick day per year, with the understanding that these sick days will be kept in a “bank,” for use by employees who have a long-term illness and have exhausted his/her sick leave benefit.

### **BEREAVEMENT LEAVE**

A full-time employee may be excused from work for not more than three (3) days because of death in the employee’s immediate family, as defined below, and shall be paid at regular rate of pay for scheduled work hours missed. Additional time off, if requested, may be charged to accumulated PTO time or as a leave of absence without pay. Pay for part-time employees will be pro-rated based on the number of hours, if any, the employee would normally work on those days.

“Immediate family” for the purposes of this section is defined to include: spouse, children, parents, step-parents, step-children, brothers, sisters, immediate in-laws, grandparents, grandchildren, aunts and uncles, and domestic partner as defined in Appendix F. Also included are other persons who actually live in the employee’s household at the time of death.

If you are using Paid Time Off at the time of the death of the relative, the bereavement leave will not be charged against your Paid Time Off credit.

### **UNPAID LEAVES OF ABSENCE**

Per the Family and Medical Leave Act of 1993, certain employees may be entitled to take an unpaid leave of absence of not more than twelve (12) work weeks in the event



of: a) the birth of a child, in order to care for the child (leave must be taken within twelve (12) months of the birth of said child;) b) an adoption or foster care placement of a child in order to care for the child (leave must be taken within twelve (12) months of the adoption or placement;) c) a serious health condition of the employee's parent, spouse, domestic partner (See Appendix F) minor child, or adult child when the ill person is not capable of self care and the employee is needed for such care; or d) a serious health condition of the employee which results in the employee's inability to perform his or her job. To be eligible to take such leave, the employee must have: worked for the Town for at least 12 months and worked at least 1,250 hours in the preceding 12 month period.

As stated above, an eligible employee is entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins the leave. In other words, the number of weeks which an employee has available upon the beginning of the leave shall be twelve (12) weeks less the number of leave weeks taken in the twelve (12) month period prior to the beginning of the current leave (the "Available Leave Weeks.") For example, if an employee has taken eight (8) weeks of leave during the past twelve (12) months, an additional four (4) weeks of leave could be taken when a second leave is requested. If an employee used four weeks beginning February 1, 2004, four weeks beginning June 1, 2004, and four weeks beginning December 1, 2004, the employee would not be entitled to any additional leave until February 1, 2005. Beginning on February 1, 2005 the employee would be entitled to four weeks of leave. On June 1, 2005, the employee would be entitled to four additional weeks, etc.

A leave for the birth or placement for adoption or foster care of a child, as described in paragraphs a) and b) above, must be taken all at once unless otherwise agreed to by the Town. If medically necessary, leaves due to illness as described in paragraphs c) and d) above may be taken on an intermittent or reduced leave schedule. If a leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

Employees must substitute their accrued, unused PTO as part of the twelve (12) week leave requirements for types a) b) c) or d) leaves listed above when the leave otherwise is unpaid. For example, an employee with two (2) weeks earned, unused PTO is required to use that time before taking not more than ten (10) additional unpaid weeks. For a type c) or d) leave, employees will be required to use accrued sick time before using vacation time.

If the employee on leave is an exempt employee and is among the highest paid ten percent of Town employees within a 75-mile radius, and keeping the job open for the employee would result in substantial economic hardship to the Town, reinstatement can be denied at the end of the leave period.

## **STATUS OF EMPLOYEE BENEFITS**

While on leave, employees may continue to participate in the Town's group health insurance in the same manner as employees not on leave. In the event of unpaid leave, an employee shall pay to the Town the employee's share of any medical insurance premiums in advance on the first day of each month. In the event that the employee elects not to return to work upon completion of a leave of absence, the Town may recover from the employee the cost of any payments to maintain the employee's medical coverage, unless the employee's failure to return to work was for reasons beyond the employee's control. Benefit entitlements based on length of service will be calculated as of the last paid work day prior to the start of the leave of absence; for example, an employee on leave will not accrue vacation or sick time. At the end of an authorized leave, an employee will be reinstated to his or her original or a comparable position.

## **BASIC REGULATIONS AND CONDITIONS OF LEAVE**

The Town may require medical certification to support a claim for a leave for an employee's own serious health condition or to care for a seriously ill child, spouse, domestic partner, or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For a leave requested to care for a seriously ill child, spouse, domestic partner, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. At its discretion, the Town may require a second medical opinion and periodic recertifications at its own expense. If the first and second opinions differ, the Town, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the Town and the employee.

## **NOTIFICATION AND REPORTING REQUIREMENTS**

When the need for a leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule the leave so as not to disrupt Town operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work. At the expiration of any leave due to the employee's own illness, the employee must present a written authorization from his or her doctor stating that the employee is ready to return to work.

## ***PROCEDURES***

- a) A Request for Leave form (Appendix D) should be submitted to the department head or Town Manager. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

- b) All requests for leaves of absence due to illness should include the following information to be supplied by the treating medical provider: 1) the date on which the serious health condition commenced; 2) the probable duration of the condition; and 3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, if the purpose of the leave is to care for a child, spouse, domestic partner, or parent, the request should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of a leave for an employee's illness, the request must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent leave or a leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

## **MATERNITY LEAVE**

The Town provides employees with a leave of absence for the period of temporary physical disability resulting from childbirth and related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when medically determined to be able to return to work.

For full-time regular employees, the provisions set by the Town's provider of Short-Term Disability Insurance would apply. In some cases, employees might be required to take an unpaid leave in accordance with provisions set forth above, if they are eligible for such leave. Maternity disability will be treated in the same manner as a type 'd' leave of absence described on page 17. Maternity leaves are not limited by any measure other than the period of medical disability. If a maternity disability is for the number of available leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available leave, the employee will be reinstated unless business necessity makes reinstatement impossible or unreasonable.

In addition, employees will be required to exhaust accrued, unused vacation time before taking any unpaid leave. When the employee is physically able to return to work, her original job or a comparable position will be made available to her unless business necessity makes this impossible or unreasonable. Employees who cannot be returned to their former or a comparable position remain eligible to apply for any available position with the Town.

An employee on maternity leave, who states that she will not be returning to work, will be considered to have resigned as of the date that her leave began.

Vacation, sick leave, holidays and personal days do not accrue while the employee is on leave.

## ***COORDINATION WITH OTHER TOWN POLICIES***

In the event of any conflicts between this policy and other Town policies, the provisions of this policy shall govern.

### **DISCRETIONARY LEAVE OF ABSENCE**

Part-time and full-time employees may apply for an unpaid, discretionary leave of absence for up to six (6) months if they have exhausted their vacation time, and either have exhausted their leave as described above, or are not eligible for such leave. Requests for such unpaid leaves are granted at the sole discretion of the Town. Discretionary leaves of absence will not ordinarily be granted to employees with less than one (1) year of continuous employment. In determining whether to grant a discretionary leave of absence, the Town will consider, among other factors, the employee's length of service, the employee's work record, the reason(s) for leave, and staffing needs. Discretionary leaves will be unpaid, and the employee on discretionary leave is not entitled to accrue any benefits, including vacation, sick leave, holidays and personal days. In addition, participation in any medical, dental, disability or life insurance coverage must be paid entirely by the employee during the discretionary leave. The employee must make arrangements with the Finance Department to make the insurance premium payments.

If a vacancy exists at the time of the expiration of the approved discretionary leave, the employee will be reinstated to his or her prior position or a comparable position unless business necessity makes reinstatement impossible or unreasonable. If a vacancy does not exist, the employee will be considered for the next available position for which the employee qualifies. If the employee does not report to work on the work day following the expiration of the approved leave, the Town will assume that the employee has voluntarily resigned from his or her employment. Requests for discretionary leave should be submitted to the department head and Town Manager at least thirty (30) days prior to the requested date of leave. The request must be made in writing, stating the length of leave and a brief description of the reason for the request. All considerations and approval for discretionary leave are handled on a case by case basis.

### **MILITARY LEAVE**

It is the Town's policy to grant leaves of absence without pay to regular full-time or regular part-time employees who enlist, are drafted, or are recalled to active service in the armed forces.

If you are in the military reserve, you will receive the required time off to complete your training and your drill obligations. You must present a copy of your official orders or instructions to your department head or the Town Manager. This information shall be made a part of your permanent personnel record.

Full-time employees required to attend a two (2) week encampment of their Reserve or National Guard unit shall be granted leave with pay equal to their normal pay, less any

amount paid for said military service by the federal or state government. This time shall not be charged to vacation time or affect the continued accrual of benefits.

If you enlist or are recalled to active Armed Forces duty, for a time period beyond normal annual training and drill obligations, you have certain re-employment rights prescribed by statutes with which the Town will comply.

You must notify your department head of your availability to return to work.

The Town reserves the right to place another employee in your position for the duration of the military leave of absence. Every effort will be made to place you in your previous position. If this is not possible, you will be placed in a position with comparable status, pay and responsibility.

### **JURY DUTY**

The Town considers it a civic duty to serve on a jury, if summoned, and will grant you leave in order to serve on a jury. Employees called to jury duty shall be paid an amount equal to the difference between their normal compensation and the amount (excluding any travel allowance) received from the court. It is the responsibility of the employee to present evidence of the amount paid by the court. Employees excused from jury duty during the course of the regular work day must report back to work during their normal work hours.

You must show your jury summons to your department head or to the bookkeeper as soon as you receive it. In order to receive jury duty pay, you will be required to furnish your department head with copies of the checks you have received from the court.

While serving on a jury, you are required to call your department head daily to advise him or her of your status.

### **EDUCATIONAL LEAVE**

At the sole discretion of the Town, part-time and full-time employees may be granted paid or unpaid leave to attend workshops, institutes, or short-term courses. All consideration and approval for an educational leave would be handled on a case-by-case basis.

## **-SECTION 8-** **INSURANCE & OTHER BENEFITS**

### **INSURANCES**

Please contact the benefits administrator for details regarding the following programs: In the case of certain Police Department employees, the provisions of the Police Union contract will apply and may be different than those programs outlined below.

- a) Life and Accidental Death and Dismemberment – The Town will select and provide life and accidental death and dismemberment coverage for all employees. This program will provide coverage for injuries arising out of non-work related accidents under the schedule of benefits provided by the insurer.
- b) Short and Long Term Disability - The Town will select and provide coverage for non-work related disabilities, including maternity, through a provider of their choice and as described in the carrier's policy. The Town of Lincoln also participates in an Employee Assistance Program which offers 24 hour confidential counseling, assessment and referral services.
- c) Dental - The Town shall select and provide dental coverage to its employees. Employees should refer to the provider's basic contract as provided for details of coverage. Any additional coverage, for dependents or for a more expensive plan, will require an employee contribution through payroll deduction. The contribution is to be equal to the difference between a 1-person plan and either a 2-person or family plan, depending upon date of hire.
- d) Health - Effective January 1, 2001, the employer will select and provide health coverage for employees only. Employees hired between January 1, 1996 and January 1, 2001 will continue to receive their present coverage (up to the cost of a 2-person plan) at no cost. Employees hired prior to January 1, 1996 will continue family and/or 2-person coverage at no cost. Any additional coverage, for dependents, or for a more expensive plan, will require an employee contribution through payroll deduction. The contribution is to be equal to the difference between a one-person plan and either a two-person or family plan, depending upon date of hire.
- e) Surviving Spouse Coverage – The Town of Lincoln offers health and dental insurance coverage for the surviving spouse of a deceased retiree, provided all costs for premiums are borne by the insured.
- f) Domestic Partner Coverage – The Town of Lincoln offers health and dental insurance coverage for domestic partners, as defined by HealthTrust (see Appendix F.) All costs for insurance premiums shall be borne by the insured.
- g) Unemployment Compensation - The employer complies with the laws of the State of New Hampshire (RSA 282-A) relative to unemployment compensation for employees.

- h) Workers' Compensation - The Town pays a premium for Workers' Compensation insurance for all employees. This insurance coverage protects employees from a loss of income and pays medical expenses that result from a workplace accident or injury. You are required to report all work-related injuries to your department head, Town Manager (or in their absence, the Town Manager's secretary,) immediately, so that appropriate forms can be completed and filed with the Department of Labor and the Town's insurance company.

Employees with work-related injuries may be entitled to temporary alternative duty in accordance with the New Hampshire Workers' Compensation law. Employees with non-work-related injuries or other physical or mental impairments who require accommodations to perform their jobs should make any accommodation requests to their department head. The Town will consider the request in accordance with its Americans With Disabilities Act policy.

- i) Continuation of Group Health Insurance - The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage, at group rates, in certain instances where coverage under the plan otherwise would end.
- j) Retirement - Any person who becomes an employee, teacher, permanent policeman or permanent fireman after July 1, 1967 and works at least 35 hours per week shall become a member of the retirement system as a condition of employment; except that membership shall be optional in the case of elected officials or officials appointed for fixed terms. (RSA 100-A:3) In accordance with RSA 100-A:3, any full-time permanent employee of the Town is required to contribute to the New Hampshire Retirement System.
- k) Social Security - Social Security is a payroll deduction representing your contribution to the federal government's Social Security program. The Town also contributes money on your behalf to the Social Security program.
- l) Section 125 Plan - This optional program allows some employees to receive certain federal income tax benefits through pre-tax deductions of health insurance premiums, health-care related expenses, and dependent child care costs.

**-SECTION 9-**  
**HIRING / PROMOTION / TRANSFERS / TRAINING & DEVELOPMENT**

**VACANCY NOTIFICATIONS**

When any authorized position (provisional, temporary, or regular, full-time or part-time entry level or promotional) becomes vacant, the department head shall notify the Town Manager.

No action may be taken to fill a vacancy until approval is received from the town manager.

All vacancies in classified positions shall be filled by regular appointment, temporary appointment, promotion, demotion, or transfer. Only qualified candidates shall be recommended for appointment to a classified position. The Board of Selectmen or Town Manager shall approve appointments to all Town positions. Documentation on a newly appointed employee shall be forwarded to the Finance Department for inclusion in the employee's personnel folder.

## **RECRUITMENT**

Every reasonable effort shall be made to publicize positions so that all interested individuals are properly informed.

## **NEPOTISM**

The following is the Town's nepotism policy:

- a) A prospective employee should not be appointed when that person is to supervise or be supervised, either directly or indirectly, by a member of his immediate family.

For the purposes of this section, immediate family shall mean the employee's spouse, domestic partner, mother, father, step-mother, step-father, foster mother, foster father, father-in-law, mother-in-law, grandmother, grandfather, grandchild, sister, brother, child, stepchild, foster child, or any other relative living in the same household.

- b) Two persons who are married shall not be employed within the same department.
- c) This policy shall not affect any persons employed by the Town at the time of adoption of this policy.
- d) This policy may be waived at the discretion of the Board of Selectmen in extraordinary situations or based upon the advice and recommendation of the Town Manager and the appropriate department head.

## **CONFLICT OF INTEREST**



No appointed employee of the Town can, at the same time, hold the office of Selectman, or any other appointing authority, or be a member of the Budget Committee.

## **METHOD OF APPOINTMENT**

- a) **Regular appointment:** A regular appointment indicates an employee is to work for the Town in either a full or part-time capacity on a regular and continuing basis. Every employee who receives this type of appointment shall serve an initial probationary period following the original appointment in accordance with the provisions outlined below. Upon certification of the department head that the employee has satisfactorily completed the initial probationary period, the employee's status of employment shall be changed to regular full-time or part-time employment.
- b) **Temporary employee:** When a position in the Town service is limited in duration, such as for special projects, or requires the services of an individual on an irregular, intermittent or seasonal basis, the Town Manager may appoint from among the best qualified candidates who will accept employment under these conditions. Person hired under this appointment authority will be paid on an hourly or daily basis and shall not be eligible for any benefits offered by the Town.

## **ORIENTATION**

Employee orientation should take place before the employee starts work. The department head, his/her designee, or the benefits administrator will do the orientation. During orientation, the new employee should receive a copy of this Personnel Policies Manual, along with a benefits package if applicable. Within one week, all paperwork pertaining to benefits, if needed, along with the acknowledgement page of this manual, shall be returned to the department head.

## **PHYSICAL EXAMS**

All new employees hired for regular positions may be required to satisfactorily pass a physical exam conducted by a physician chosen and paid for by the Town of Lincoln. Psychological testing is required for all new full-time police officers. Drug and alcohol testing is required for all positions requiring a Commercial Driver's License. The Town has adopted a policy on drug and alcohol use, which is part of these personnel policies. See Appendix G.

## **PROBATION**

Each civilian employee shall serve a probationary period of six (6) months following a permanent appointment to either an entry level or promotional position. If, after the six

(6) month period, the employee has performed satisfactorily (as determined by a performance evaluation), he/she shall be appointed permanently. An employee may be dismissed, suspended, or demoted any time during the probationary period and will not be eligible for an appeal. Cost of living (COLA) increases that occur during an employee's probationary period will not be effective until the end of the probationary period, at which time they will become effective on a retroactive basis.

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

The Town of Lincoln strives to provide employees with the opportunity to make full use of their skills, interests and potential. To support employee growth and development, we will make every effort to promote qualified employees from within the Town, if possible, based upon the needs of the Town and employee qualifications. Every effort is made to place employees in jobs that are best suited to their abilities. We may also recruit individuals from outside of the Town, depending upon the circumstances. Length of commute may be a determining factor in the hiring decision for certain positions.

In an effort to inform employees of promotion and transfer opportunities, we list vacancies for non-exempt positions on the bulletin board outside the Town Clerk's office at Town Hall. Employees with at least twelve (12) months of service in their present position who meet the qualifications of the open position are eligible to apply. Generally, in order to maintain stability, employees who have been working in their current position for less than one year will not be considered for another position, unless the Town, in its discretion, decides otherwise. However, a transfer or promotion initiated by the Town may take place at any time regardless of the employee's length of service in their present position.

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

If a transfer or promotion is granted, the employee's pay rate in the new position will be determined at the time of the transfer or promotion. The pay rate will be based upon the employee's qualifications, experience, job performance evaluations, and other considerations.

Vacancies occurring in positions above the entry level shall, whenever possible, be filled by promotion of a qualified Town employee. However, the Town Manager or Board of Selectmen may recruit applicants not employed by the Town when they have reason to believe that better qualified applicants are available. When an employee is promoted or demoted, compensation will be based on the Step Plan schedule. The employee may receive an increase at the time of promotion, if the department head recommends that qualifications and performance warrant it, and the Town Manager and/or Board of Selectmen approve. If the department head feels that there should be a trial period before recommending the promotional increase, on recommendation of the department

head, the Board of Selectmen may approve such a deferred promotional increase at the conclusion of the trial period.

If an employee is transferred to a lower rated job, he shall enter at his own rate or at the maximum rate for the job, whichever is the lower, providing the Town Manager and/or Board of Selectmen approves.

## **TRAINING AND DEVELOPMENT**

### ***TRAINING POLICY***

It shall be the policy of the Town to encourage employees at all levels to participate in training and development programs designed to improve their skills; to increase their knowledge of new federal and state laws and programs; new technology and new methods of operation; and to reduce gaps between actual and expected performance as determined by regular evaluations of performance.

### ***TRAINING NEEDS***

Department heads shall from time to time conduct a formal or informal training needs assessment to determine the range of needs that exist and an order of priority for meeting these needs.

### ***DEVELOPING TRAINING PROGRAMS***

Wherever practical, the department heads shall develop on-site training programs using the training skills of Town employees, local experts, and various colleges, universities, and vocational schools within or outside the region.

## **TUITION REIMBURSEMENT**

The Town will provide, subject to appropriation, tuition reimbursement with the following stipulations:

- a) A maximum of 50% of the tuition up to \$500.00 per year per employee;
- b) The employee must work at least 40 hours per week and have worked a minimum of one year;
- c) The course must be approved in advance by the department head and the Board of Selectmen and must be job related;
- d) Proof of completion of a grade C or better must be shown before reimbursement of any funds;
- e) The maximum funds to be paid in one year by the Town will be determined by budget appropriation. In the event that more applications are received than can

be paid in one year, approvals will be made using seniority as criteria and distributed fairly among departments.

**-SECTION 10-**  
**DISCIPLINARY ACTION / SEPARATION**

**GENERAL PROCEDURE**

The rules and procedures set forth in this section are guidelines relating to employee discipline and separation. The Town may elect not to follow the procedures in any case, as determined appropriate by the Board of Selectmen.

In general, the Town intends to impose discipline in a progressive manner with the nature of the discipline determined by the severity or frequency of the offense, which will be considered in light of the employee's record.

Disciplinary action will normally be taken in the following order:

- a) Verbal warning: For an initial violation which is not deemed to warrant other action, the employee's supervisor shall verbally notify the employee of the conduct which constitutes cause for the warning. A record of the date, time and a brief description of the conduct and the warning shall be placed in the employee's personnel file.
- b) Written warning: For a more serious violation or for a repetition of the same or similar conduct for which a warning or other action has previously been imposed, the supervisor shall document the offense in writing and provide a copy to the employee and to the Town Manager who shall place the warning in the employee's file. It is expected that the employee will recognize the serious nature of the offense and that the conduct will be immediately corrected.
- c) Suspension with or without pay: For a more serious violation or for a repetition of the same or similar conduct for which a written warning or other action has previously been imposed, the supervisor shall notify the Town Manager who shall determine if suspension is warranted. The Town Manager may speak with the employee prior to such determination if it is believed that such contact is appropriate. Based on the seriousness of the violation and the employee's record, the Town Manager may suspend the employee with or without pay for such period of time as may be appropriate. The Town Manager shall place a record of the decision in the employee's personnel file unless he finds that no imposition of discipline is appropriate.
- d) Termination: When warranted by the seriousness of an offense, or by the failure of prior discipline to correct problems, or by the accumulation of offenses, the Town Manager may recommend to the Board of Selectmen that the employee be

terminated. If required by law, the Board of Selectmen shall hold a pre-termination hearing or they may choose to allow the employee the opportunity for a pre-termination hearing. If a hearing is held, the employee may appear in person or with or without a legal representative. The Town Manager shall participate in the hearing and may call witnesses and present evidence. Within such time as they deem appropriate, the Board of Selectmen shall decide whether termination is appropriate and shall inform the parties of their decision in writing.

In serious situations, the usual sequence need not be followed and the Town reserves the right to impose discipline in such manner as it deems appropriate, including immediate suspension or termination, or the imposition of discipline using an abbreviated procedure.

### **DEMOTION**

A department head may recommend a reduction in the salary of an employee within the range provided in the appropriate pay plan or demote the employee with approval of the Town Manager and Board of Selectmen. The employee shall be notified in writing of the contemplated action and reasons for such action prior to the effective date of the action, and a copy of said notice shall be filed with the Board of Selectmen. Any regular employee who is demoted may appeal for a hearing, in writing to the Board of Selectmen within five (5) working days after the date of service of such notice of demotion. The Board of Selectmen shall grant the employee a hearing within fourteen (14) working days thereafter. The hearing shall be public at the option of the employee and he/she may be represented by counsel at their own cost. (RSA 91:A)

### **SUSPENSION**

A department head, following consultation with the Town Manager and/or Board of Selectmen, may suspend with or without pay any regular employee in his/her department covered by this article for such length of time as he/she considers appropriate, not to exceed one normal work week. In any suspension, the Town Manager and Board of Selectmen shall be furnished immediately with a written statement specifically setting forth the reasons for such suspension and a copy of such statement shall be furnished to the employee.

### **DISMISSAL**

A regular employee may be dismissed by a department head after receiving approval of the Town Manager and Board of Selectmen. Any employee so dismissed shall have the right to make an appeal in writing within five (5) working days of the date of receipt of the letter of dismissal. Such appeal shall be sent certified mail or presented in person

to the Town Manager or Board of Selectmen. The Board of Selectmen shall grant the employee a hearing within fourteen (14) working days of receipt of said letter and shall render a decision within fourteen (14) working days thereafter. The hearing shall be public at the option of the employee, and he/she may be represented by counsel at their own expense. Any Town property in the possession of the dismissed employee must be returned immediately upon dismissal, or the value of the Town property will be deducted from any separation payment.

## **LAYOFF**

A department head, after consulting with the Town Manager and/or Board of Selectmen, may lay off a regular employee in the classified service when he/she deems it necessary by reason of shortage of work or funds, material change in the departmental organization, or for other related reasons. The employee shall be provided with a written notice of such layoff five (5) days prior to the effective date of such action.

The order of layoffs shall be determined by the Town Manager and/or Board of Selectmen, in consultation with the department head, based upon performance, current and projected employment needs, abilities, and length of service in the Town. The names of employees affected shall be kept on a special employment list and said employees shall be recalled in the same order and based upon the same criteria as were used in determining the original layoff.

No temporary or permanent separation of an employee from the classified service as a penalty of disciplinary action shall be considered a layoff.

## **RESIGNATION**

Resignation is the separation of an employee by his voluntary act. An employee may resign from the Town in good standing by submitting in writing the reasons for the resignation, and the effective date, to the department head at least 14 calendar days in advance. The department head may permit a shorter period of notice because of extenuating circumstances. The resignation letter shall be forwarded to the Town Manager with a Personnel Action Request Form (Appendix E) along with a statement by the department head as to the employee's service performance and pertinent information concerning the cause of resignation.

The Board of Selectmen and Town Manager or their designee may conduct an exit interview with each employee who resigns to verify the employee's reasons for leaving.

## **VIOLATIONS SUBJECT TO DISCIPLINARY ACTION**

The seriousness of an offense will vary with the circumstances prevailing at the time it occurred, the motives that prompted it, and the employee's past record. All factors are considered when determining the appropriate action to take in a particular situation. Commission of the following shall constitute just cause for corrective action up to and including discharge. This list is not intended to exclude other situations which are cause for corrective action up to and including discharge:

- a) Possession, carrying, or being under the influence of intoxicating beverages or narcotics on Town property.
- b) Stealing or attempting to steal property from any individual on Town property, or stealing or attempting to steal property from the Town.
- c) Provoked or unprovoked bodily assault upon any person or fighting on Town property.
- d) Immoral or indecent conduct on Town property, whether on or off duty.
- e) Possession of firearms or any dangerous weapons, including explosives on Town property, whether on or off duty.
- f) Threatening, coercing, intimidating, or interfering with other employees.
- g) Disclosing confidential information to unauthorized persons, or any action that might create poor public relations.
- h) Falsification of employment application(s), time cards, work reports, or other employer records.
- i) Willfully entering data on another employee's time card or permitting another employee to enter data on time card, or tampering with time cards, clocks or records; failure to maintain accurate time records.
- j) Fraud committed by knowingly accepting pay for operations not performed on employer's time or on time not worked.
- k) Acts of sabotage or other interference with Town projects.
- l) Defacing Town property.
- m) Conviction of a felony.
- n) Intentionally sleeping during working hours.

- o) Accepting or soliciting any gifts, gratuity, favor, loan, or other item or consideration of monetary value from any person who has sought or is seeking to transact business with the Town, or from any person whose interest may be affected by the employee's performance or nonperformance of official duty.
- p) Absence of three (3) consecutive working days without notification.
- q) Inciting other employees to illegal action.
- r) Participating in an illegal job action.
- s) Unsafe or negligent operation of equipment, destruction of Town property or material, or the property of another employee.
- t) Personal use of the telephone. It is understood that some incidental personal use of the telephone might occur. "Incidental personal use," however, is normally considered to be such uses during the workday as making short telephone calls home to check on children, calling a significant other to coordinate that day's schedule or calls to respond to an urgent situation. It does not include purely "social" calls or extensive calls to arrange personal or family events or conduct extensive personal business. When considered in this light, it would be logical that very little personal use, incidental or otherwise, would or should be made of the telephone system.
- u) E-mail and Internet. These resources are for the purpose of communication on Town-related business. Many companies have a problem with personal use of the Internet (i.e., Instant Messenger, excessive personal e-mailing, chat rooms, game playing, personal research, etc.) Telephone and Internet use fall under the same criteria. These tools are for the purpose of pursuing Town business with the understanding that occasional, brief, very necessary personal use is permitted. The Town relies on an employee's discretion and expects that each individual will maintain a level of professionalism and sense of responsibility in using these resources. Use of the Town's e-mail and Internet services is based on common sense, common decency, and civility. The tracking and recording of individual computer Internet use is available, and to ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the Town's legitimate business interests, authorized representatives of the Town may monitor the use of such equipment from time to time. This may include listening to stored voice-mail messages and reviewing e-mail messages. Employees using these resources for personal purposes, therefore, do so at their own risk.

**-SECTION 11-**  
**GRIEVANCE POLICY**



## **PROCEDURES**

### ***TALKING THROUGH PROBLEMS***

We encourage employees who are upset with some aspect of their job, feel they have not been treated fairly, or think a personnel policy needs to be changed to:

- discuss their concerns with their supervisors, and
- if necessary, pursue the following steps:

If an employee has a claim or dispute arising out of the application or interpretation of this manual, a grievance shall be processed in the following manner. (Note: Police Union employees shall follow Police Union policies for grievance procedures.)

**NOTE:** All time frames in this article exclude weekends and holidays.

The written grievance shall take the following form:

- a) A statement of the grievance, date of grievance, and the facts upon which it is based.
- b) The section of the Personnel Policies Manual claimed to have been violated.
- c) The remedy or correction requested;
- d) The signature of the aggrieved and the date signed.

Any grievance which does not contain these minimal elements shall not be subject to Step 4 outlined below.

**Step One:** An employee who has a grievance must notify his/her immediate supervisor of the grievance in writing within five (5) working days from the date of the event giving rise to the grievance. The employee and the supervisor will discuss the grievance at a mutually agreed upon time. The supervisor shall give his/her written decision within five (5) working days from the date of the discussion.

**Step Two:** If the grievance remains unresolved following the decision of the immediate supervisor, then such grievance may be submitted to the department head. It must be submitted in writing within five working days from the date of the supervisor's decision. The department head shall render his/her written decision within seven (7) working days from the date that the grievance was received. In the event the department head was the official involved in Step One, the employee may proceed to Step Three.

**Step Three:** If the grievance remains unresolved following the completion of Step Two, the written grievance may be submitted to the Town Manager within five (5) working days from the date of the decision rendered at Step Two. The Town Manager shall render his/her written decision within ten (10) working days from the date the grievance was received. In the event that the Town Manager was the official involved at Step Two, the employee may proceed to Step Four.

Step Four: If the decision of the Town Manager is unsatisfactory, or if no decision has been rendered during the time period specified above, either party may within ten days request that the matter be submitted to the Board of Selectmen. The Board of Selectmen shall not be required to conduct a hearing on the matter and shall in no case accept new evidence, documentation or testimony of any form. The parties shall, however, be allowed to submit briefs to the Board of Selectmen on issues raised in the grievance proceeding and may also present oral arguments within limitations established by the Board. The Board of Selectmen shall conduct its first meeting dealing with the grievance within fifteen (15) calendar days from the date of its receipt and shall render its decision in writing within fifteen (15) calendar days from the close of any final meeting on the matter. The Board of Selectmen's decision is final.

The grievance procedure may be modified or set aside at the discretion of the Town Manager or the Board of Selectmen if a condition of imminent possible injury exists for a Town employee or a member of the public.

#### ***APPLICABILITY OF THESE PROCEDURES***

Where there is a conflict between these procedures and a state law or department regulations, the law or regulation will apply. During the period of time an employee is pursuing a concern through this procedure, the decision or action of the Town management which gave rise to the concern should be treated as fully effective and should be adhered to unless and until it is rescinded or modified.

#### ***RIGHTS OF APPLICANTS AND EMPLOYEES***

Applicants and employees who believe they have been discriminated against on account of their race, religion, national origin, sex, age, disability or other non-job related factors are strongly encouraged to notify the Town Manager and to refer to those sections of this manual concerning Equal Opportunity and Harassment.

### **-SECTION 12-** **MISCELLANEOUS PROVISIONS**

#### **PUBLIC COMMUNICATIONS**

No communication on behalf of the Town shall be made by an employee to any newspaper, radio or television station, or other media outlet unless the same has been authorized by the Board of Selectmen or Town Manager.

#### **NO SMOKING POLICY**

It is the obligation of all smokers to respect the rights of non-smokers. All Town facilities shall be designated as no smoking areas and shall be so posted.

### **SEATBELT POLICY**

Seatbelt use by those operating vehicles owned by the Town of Lincoln or those conducting business in personal vehicles, and their passengers, will be required at all times.

### **TOWN PROPERTY**

Town property of any type or value may not be removed from Town premises without authorization of your supervisor or department head. All Town tools, equipment, documents, or records made or compiled by you or made available to you in connection with the business of the Town, must be delivered to the Town promptly upon the termination of your employment or at any other time upon request.

### **LABOR UNION CONTRACTS**

Labor Union contracts are the primary binding document dealing with personnel and benefit issues of bargaining unit members. However, in subjects to which the contract(s) are silent, this Personnel Policies Manual shall be the guiding and determining policy for interpretation and resolution of issues and procedures.

### **SUPERSESSION**

These rules and regulations shall take effect on the date established by the Board of Selectmen and shall supersede all previous rules, regulations, customs, and/or past practices that may be in use on the effective date, unless specific exceptions are made by the Board of Selectmen. Any exceptions shall be noted in the action of the Board of Selectmen to adopt amendments, additions, or deletions to these rules.

## **APPENDIX A**

### **TOWN OF LINCOLN CAREER DEVELOPMENT**

## PERFORMANCE & ACHIEVEMENT REVIEW

Employee Name: \_\_\_\_\_ Department: \_\_\_\_\_

Position Title: \_\_\_\_\_ Date began this position: \_\_\_\_\_

Hire Date: \_\_\_\_\_ Appraisal Period From: \_\_\_\_\_ to \_\_\_\_\_

Appraising Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Reason for Appraisal:     ☐ Regular     ☐ Special \_\_\_\_\_  
(Transfer, Promotion, etc.)

Definitions to be used in EVALUATION of Performance Category:

1 <b>Unsatisfactory</b>	2 <b>Some Improvement Needed</b>	3 <b>Meets Performance Requirements</b>	4 <b>Exceeds Performance Requirements</b>	5 <b>Outstanding Performance</b>
	Results met most Requirements but were marginal in some areas which will require improvement.	Results met overall requirements	Results at times exceeded requirements in most areas.	Results were excellent and nearly always exceeded requirements in most areas.

Give specific examples or describe patterns of performance and behavior to support the evaluation given in each performance category.

1.) Job Description – attached and recommended modifications.

### PERFORMANCE CATEGORY

### EVALUATION (Circle One)

#### 2.) Quality of work results:

1       2       3       4       5

How closely do work results meet job  
Standards for accuracy, completeness, reliability,  
Consistency and care?

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**PERFORMANCE CATEGORY****EVALUATION (Circle One)****Quantity of work results:**

1      2      3      4      5

How closely does the quantity of work results  
Meet job standards for output?

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**Initiative:**

1      2      3      4      5

To what extent is the employee a "self starter"?  
Does he/she accept responsibility and work with  
A minimum of supervision? Does the employee  
Maintain a good record of attendance and punctuality?

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**Planning:**

1      2      3      4      5

How well are activities, programs, and  
Jobs planned, scheduled and coordinated to  
Achieve objectives?

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**Communications:**

1      2      3      4      5

How effective is the employee in expressing  
Ideas, opinions or instructions either written or oral?  
Does the employee raise questions and offer practical  
Ideas?

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**PERFORMANCE CATEGORY****EVALUATION (Circle One)**

**Cooperation & Teamwork:**

1 2 3 4 5

To what extent does the employee maintain a positive  
Approach to the job, accept policies, demonstrate a  
Constructive response to criticism and work with others as a team?

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**Leadership:**

1 2 3 4 5

(Supervisory Jobs Only!) Does the employee gain  
the support and cooperation of subordinates and others?  
Are subordinates' abilities utilized effectively to achieve results?

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3.) Results Achieved: (Refer to goals and objectives established at last performance review). To what extent are goals and objectives being met? Discuss individually. List Schools. Add attachment if necessary.

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4.) Goals and Objectives Planned for Next Review Period, Ending\_\_\_/\_\_\_/\_\_\_:

List key job performance goals and objectives, with work plan and completion dates as appropriate. If more space is needed, attach additional sheet.

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5.) Employee Comments: Each individual evaluated is encouraged to add comments to this review. If more space is needed, attach additional sheet.

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Employee Signature:\_\_\_\_\_ Date:\_\_\_\_\_  
(Employee signature merely indicates receipt of appraisal and not necessarily agreement)

Supervisor's Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Town Manager's Signature:\_\_\_\_\_ Date:\_\_\_\_\_

Board of Selectmen Signature (if required):\_\_\_\_\_

**APPENDIX B****TOWN OF LINCOLN**  
Weekly Time Sheet

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Week Ending: \_\_\_\_\_

Total Regular Hours: \_\_\_\_\_ Total Holiday Hours: \_\_\_\_\_

Total Overtime Hours: \_\_\_\_\_ Total Personal Hours: \_\_\_\_\_

Total Vacation Hours: \_\_\_\_\_ Comp Earned/Used: \_\_\_\_\_

Total Sick Hours: \_\_\_\_\_ TOTAL HOURS: \_\_\_\_\_

Hours Worked Monday	Hours Worked Tuesday	Hours Worked Wednesday	Hours Worked Thursday	Hours Worked Friday	Hours Worked Saturday	Hours Worked Sunday

Notes: Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX C

# Section 37:6

**37:6 Powers and Duties in Particular.** – The town manager shall have the power and it shall be his duty:

I. To organize, continue, or discontinue, from time to time, such departments as the selectmen may from time to time determine.

II. To appoint, upon merit and fitness alone, and to remove, all subordinate officers and employees under his control, and to fix their compensation.

III. To attend such regular or special meetings of the selectmen as they shall require.

IV. To keep full and complete records of the doings of his office, and to render to the selectmen an itemized monthly report in writing, showing in detail the receipts and disbursements for the preceding month; and annually, or oftener at the request of the selectmen, to make a synopsis of all reports for publication.

V. To keep the selectmen fully advised as to the needs of the town, within the scope of his duties, and to furnish them on or before the thirty-first day of January of each year a careful, detailed estimate in writing of the probable expenditures of the town government for the ensuing fiscal year, stating the amount required to meet the interest on maturing bonds and notes or other outstanding indebtedness of the town, and showing specifically the amount necessary to be provided for each fund and department; and to submit at the same time an estimate in writing of the amount of income from all sources of revenue, exclusive of taxes upon property, and of the probable amount required to be levied and raised by taxation to defray all expenses and liabilities of the town. For the purpose of enabling the town manager to make up the annual estimate of expenditures, all boards, officers, and committees of the town shall, upon his written request, furnish all information in their possession and submit to him in writing a detailed estimate of the appropriations required for the efficient and proper conduct of their respective departments during the fiscal year.

VI. To examine or cause to be examined, with or without notice, the affairs of any department under his control, or the conduct of any officer or employee thereof; and for that purpose he shall have access to all town books and papers, for the information necessary for the proper performance of his duties.

VII. To have charge, control, and supervision, subject to the direction of the selectmen and to the bylaws of the town, if any, of the following matters:

(a) The management of municipal water works, lighting, and power systems.

(b) The construction, maintenance, and repairing of all town buildings and of all town roads, highways, sidewalks, and bridges, except as otherwise specially voted by the town.

(c) The purchase of all supplies for the town.

(d) The police and fire departments of the town, if any.

(e) The system of sewers and drainage, if any.

(f) The lighting of streets, highways, and bridges.

(g) The sprinkling of streets and highways, the laying of dust, and the removal of snow.

(h) The maintenance of parks, commons, and playgrounds.

(i) The care of cemeteries when the town has adopted the provisions of RSA 289:6,

(j) The letting, making, and performance of all contracts for work done for the town.

In municipalities adopting the provisions hereof, the town manager shall supersede any board of commissioners or other supervisory officer or officers previously established, elected, or appointed to have superintendence of any of the matters specified in the foregoing paragraphs (a) to (j) inclusive; except that he shall not supersede, nor shall adoption of this chapter in any way impair the authority and duties of, fire engineers, the commissioner of transportation and his assistants, or any police commission created by act of the legislature.

VIII. To administer the poor relief of the town, either directly or through a person or persons appointed by him, and under the supervision of the selectmen.

IX. To perform such other duties, consistent with his office, as may be required of him by vote of the selectmen.

**Source.** 1929, 69:6. RL 55:6. RSA 37:6. 1994, 318:4, eff. Aug. 7, 1994. 2004, 257:33, eff. June 15, 2004.

## Appendix D

### TOWN OF LINCOLN REQUEST FOR LEAVE

Name: \_\_\_\_\_ Department: \_\_\_\_\_

I currently have \_\_\_\_\_ hours of Paid Time Off available.

I would like to use \_\_\_\_\_ hours of Paid Time Off

beginning \_\_\_\_\_ and ending \_\_\_\_\_

I will return to work on \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Signature of Supervisor

Approved: \_\_\_\_\_

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

**APPENDIX E****TOWN OF LINCOLN  
PERSONNEL ACTION REQUEST****TO: BOARD OF SELECTMEN**

Please enter the following change(s) on your records effective: \_\_\_\_\_

Employee: \_\_\_\_\_

Department: \_\_\_\_\_

Address: \_\_\_\_\_

Job Title: \_\_\_\_\_

SS#: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**CHANGE(S)**

Check all applicable lines

From

To

_____ Department	_____	_____ Permanent
_____ Job Classification	_____	_____ Regular
_____ Pay Rate per Hour	_____	_____ Temporary
_____ Other	_____	_____ Full-Time
_____ Hourly	_____	_____ Part-Time
_____ Salaried	_____	_____ Hr/Wk

**REASON FOR CHANGES(S)**

_____ New Hire	_____ Promotion	_____ Resignation
_____ Re-Hire	_____ Demotion	_____ Reclassification
_____ Step Increase	_____ Transfer	_____ Layoff
_____ Retirement	_____ Discharge	_____ Annual Pay Raise

\_\_\_\_\_ Leave of Absence \_\_\_\_\_ From \_\_\_\_\_ Until

Other (explain): \_\_\_\_\_

\_\_\_\_\_ Sufficient funding is available for this change.

**NEW HIRES ONLY:**

_____ Health Insurance	_____ Dental Coverage
_____ Retirement	_____ Life Insurance
_____ Disability Income	_____ Other

Proposed by: \_\_\_\_\_

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

Title: \_\_\_\_\_

Denied/Approved By: \_\_\_\_\_

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

Lincoln Board of Selectmen

Copies to: Employee, Department Supervisor, Personnel File, Accounting

Revised: 5/17/00

## **APPENDIX F**

### **Town of Lincoln Proof of Relationship Requirement for Dependent Benefit Coverage**

As a result of the enactment of New Hampshire's newly expanded dependent criteria (HB 790) and the new civil union law (HB 437), which will become effective January 1, 2008, the Town of Lincoln has changed its procedure regarding documentation for medical and/or dental benefits for all benefit-eligible employees.

#### **Proof of Relationship**

Benefit-eligible employees will be required to provide the following as proof of relationship for all dependents:

#### **Coverage for a Spouse**

State-issued certified marriage or civil union certificate (With proper documentation, the Town of Lincoln will recognize civil union partnerships that are legal in other states.).

#### ***Coverage for Children***

Natural children: Certified birth certificate reflecting employee as a parent of the child;

Adopted children: Certified adoption papers and/or certified birth certificate reflecting the employee as an adoptive parent of the child;

Stepchildren:

Child's certified birth certificate reflecting employee's spouse as a parent of the child, and  
A certified copy of employee's marriage certificate reflecting the marriage to one of the natural parents of the child.

Any other child: Guardianship papers or other certified legal documentation reflecting that the employee is both legally and financially responsible for the child.

#### **Qualifying Events**

As with all qualifying events under our benefit plans, if you enter into a civil union partnership (after January 1, 2008) and wish to add your civil union spouse outside of open enrollment period, you may do so by attesting to the civil union within 30 days from the date of union.

When a dependent child reaches the age of 19, the employee must provide one of the following:  
Student Verification Affidavit form (full-time students).

#### **Tax implications or exemptions**

Dependents over the age of 18 and civil union spouses are not recognized by the federal government. Therefore, the additional cost for these benefits will be considered non-cash compensation and subject to applicable federal taxes.

#### **Coverage begins**

If the documentation described above is not provided when the medical and/or dental application is submitted, such coverage will be extended for a period of two months.

If the required documentation is not provided within two months, coverage for the spouse and/or child(ren) will be terminated as of the last day of the two-month period. A spouse or child who is removed from coverage may be added at the next open enrollment period, provided the applicable documentation is submitted at the time.

Town of Lincoln  
AFFIDAVIT OF DOMESTIC PARTNERSHIP  
I. DECLARATION

We, \_\_\_\_\_ and \_\_\_\_\_,  
employee (print) domestic partner (print)

certify that we are domestic partners in accordance with the following criteria and eligible for benefits coverage as domestic partners under Account Name's benefits program.

II. STATUS

The employee and intended domestic partner must provide evidence attesting to the following eligibility requirements.

1. We are each other's sole domestic partner and intend to remain so indefinitely.
2. We are of the [same or opposite] sex and neither one of us is married to someone else.
3. We are at least eighteen (18) years of age and mentally competent to contract.
4. We are not related by blood to a degree of closeness than which would prohibit legal marriage in the state in which we legally reside.
5. We reside together in the same residence, have done so continuously for the past 6-months and intend to do so indefinitely.
6. We are jointly responsible for our common welfare and financial obligations, and we attach to this Affidavit as evidence thereof a document which reflects our joint financial responsibilities, i.e. (copies of federal income tax return listing one of us as a dependent of the other, mortgages, leases, titles to real or personal property). Account name may reasonably request, as necessary, other documentation which reflects our joint financial responsibilities.

III. CHANGE IN DOMESTIC PARTNERSHIP

1. We agree to notify Account Name's Human Resources Department or the appropriate equivalent if there is any change in our status as domestic partners as attested to in this Affidavit which would make us no longer eligible for Account Name's benefits (for example, a change in joint-residence or if we are no longer each other's sole domestic partner). We will notify Account Name within thirty (30) days of such change by filing a Statement of Termination of Domestic Partnership ("Statement of Termination"). The Statement of Termination shall affirm that the Domestic Partnership status is terminated as of its date of execution and that a copy of the Statement of Termination has been mailed to the other party by the party authorizing such action.
2. After such termination I, \_\_\_\_\_, (employee) understand that a subsequent Affidavit of Domestic Partnership cannot be filed until twelve (12) months after a Statement of Termination has been filed with Account Name's Human Resources Department. (The twelve (12) month waiting period will be waived only if

another Affidavit is filed for the same domestic partner within thirty-one (31) days following the filing date of the Statement of Termination.)

#### IV. STATEMENT OF CONFIDENTIALITY

1. Account Name shall keep information obtained in the Affidavit of Domestic Partnership in the strictest confidence. Such information will not be used for any other purpose or released without the written consent of both parties except that Account Name shall provide a copy of this Affidavit to the health care carrier as evidence of eligibility.

#### V. ACKNOWLEDGEMENTS

We understand that any person/employer/company who suffers any loss due to any false statement contained in this Affidavit may bring a civil action against either or both of us to recover their losses, including reasonable attorneys' fees. Furthermore, we understand that if it is determined that any false statements are contained in this Affidavit or we fail to provide updated information as required herein, our health coverage may be terminated retroactive to the date this Affidavit was signed.

2. We have provided the information in this Affidavit for use by Account Name's Human Resources Department for the sole purpose of determining our eligibility for domestic partnership benefits.

We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

#### VI. ACCOUNT NAME RIGHTS

1. Account name in accordance with the Plan's eligibility requirements, reserves the right to terminate, modify, or adjust this policy at any time and in its sole discretion.  
Community Property Implications: Please be advised that some courts have recognized non-marital relationships as the equivalence of marriage for the purpose of establishing and dividing community property.

Employee signature \_\_\_\_\_ Date \_\_\_\_\_

Employee address \_\_\_\_\_

Domestic partner address \_\_\_\_\_

## **APPENDIX G**

### **TOWN OF LINCOLN POLICY AND PROCEDURES FOR DRUG AND ALCOHOL TESTING**

#### **General Policy**

The Town of Lincoln, numerous regulatory authorities and the general public are concerned that all persons employed by the Town holding a Commercial Drivers License and who operate Commercial Motor Vehicles, perform their duties in a workmanlike and professional manner, unimpaired by the effects of controlled substance abuse and alcohol misuse. While the Town policy cannot eliminate the possibility of drug abuse completely, it is believed that the program described in this policy will greatly reduce the risks associated with drug and alcohol abuse to our employees and to the public.

#### **Section 1. WHO MUST BE TESTED:**

Effective March 1, 1998 Town employees holding a Commercial Drivers License (CDL) and who operate Commercial Motor Vehicles (CMV), will be subject to alcohol and controlled substances testing pursuant to U.S. - Department of Transportation regulations. For the purpose of these requirements, a Commercial Vehicle is defined as:

- A. Vehicle with a gross weight of 26,001+ pounds
- B. Any side passenger vehicle designed to transport 16+ passengers, Including driver; and
- C. Any size vehicle transporting hazardous materials requiring placarding

These rules apply to drivers operating CMV's both interstate and intrastate.

#### **Section 2. ALCOHOL:**

Alcohol means the intoxicating agent in beverage, alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

No driver shall report to work, remain at work, or possess alcohol during the performance of safety-sensitive functions (SSF) with an alcohol concentration in excess of 0.02. No driver shall refuse to submit to a required alcohol test.



The method of testing for alcohol under D.O.T. regulations is by breath and/or saliva. Only devices approved by the National Highway Traffic Safety Administration (NHTSA), which are on the Conforming Products List (CPL) shall be utilized for alcohol testing. Only trained Breath Alcohol Technicians (BAT's) or Screen Test Technicians (STT's) will be allowed to administer a breath or saliva alcohol test.

### **Section 3. CONTROLLED SUBSTANCES:**

Regulations require testing for the following classes of controlled substances:

- A. Cannabinoids (Marijuana, hashish, grass, pot, hash oil, marinol, dronabinol)
- B. Cocaine (Coca leaves, crack, free base, snow, flake, blow)
- C. Opiates (Opium and codeine derivatives - heroin, smack, junk, china white)
- D. Amphetamines (Amphetamines and methamphetamines - stimulants, speed, crystal, crank, uppers, bennies, dexies, etc.)
- E. Phencyclidine (PCP - angel dust, dusters, hallucinogens)

### **Section 4. TESTS REQUIRED:**

Controlled substance testing is required for CDL drivers in the following circumstances:

- A. Pre-employment: This test applies to CDL driver applicants. The Supervisor must have drug test results before drivers perform safety-sensitive functions. No pre-employment alcohol testing is required.
- B. Random: Unannounced testing of CDL drivers based on a random selection of drivers. Names are chosen by lottery from a list of all drivers in a pool. Drivers notified of selection must immediately submit to testing when performing SSF. This process ensures that all drivers have an equal chance of being selected at any time. The selection program should be developed to select CDL drivers, spreading the selection over a 12 month period with a 50 percent annual sample rate for all eligible drivers. Random alcohol testing should be conducted at an annualized rate of 25 percent.
- C. Post-Accident: This test applies to CDL drivers cited for a moving violation arising from a reportable accident where a vehicle is towed or when a fatality occurs. The drug test must be administered as soon as possible

but within 32 hours of the accident. Alcohol testing must be conducted as soon as possible but not later than 8 hours after an accident. The Supervisor must document failure to comply with time constraints.

D. Reasonable Suspicion: This test applies when a trained supervisor or municipal official observes a driver acting in a manner which indicates use of alcohol or controlled substances. The supervisor must prepare and sign a statement documenting the observation within 24 hours. Testing should be coordinated as soon as possible following the reasonable suspicion determination and the driver should be provided with transportation to/from the testing site.

E. Return-to-Work: Should a driver test positive, before returning to work for the Town, the driver must submit to and pass a return-to-work alcohol and/or controlled substance test; the expense paid by the driver.

F. Follow-up: After the driver has passed a return-to-work test, the driver is subject to follow-up random testing at a minimum of 6 tests in the first twelve months upon returning to work; the expense for testing to be paid by the driver. This testing is in addition to the normal random testing.

**Section 5. TESTING PROCEDURES:** Mandatory testing procedures are based on those established by the U.S. Department of Health and Human Services. These procedures include: dual urine sample collection, laboratory procedures, alcohol test procedures, and reporting of results and confidential record keeping of final test results and statistical data. Only laboratories certified by the Substance Abuse Mental Health Services Administration ( SAMHSA) may be used. These procedures exist to safeguard accuracy and to protect the privacy of drivers.

It is critical that drivers participate honestly in the process. A driver who refuses to submit to testing is considered “unqualified to drive” and is subject to termination of his/her employment with the Town of Lincoln.

A driver who has tested positive for any of the substances will be notified and may discuss the positive test results with a qualified Medical Review Officer (MRO). The driver will be given an opportunity to explain any special circumstances to the MRO. The MRO has the authority and responsibility for reporting the results to the Town’s drug program management for action within three days.

All drivers who have been determined to be positive by the MRO must be referred to a Substance Abuse Professional (SAP) for counseling if their employment is to be continued.

In addition to testing procedures, DOT requires that supervisors and management officials undergo training on the subject of the use and abuse of alcohol and controlled substances.

**Section 6. CONSEQUENCES:** A driver will be deemed “unqualified” and removed from SSF if:

- A. The driver tests positive
- B. The driver refuses to submit to a test
- C. The driver possesses prohibited substances while at work  
(Note: All grounds for termination of employment)

In all cases of a positive test, the driver is medically not qualified until such time as the driver tests negative for alcohol or controlled substances and is medically recertified.

A driver who refuses to submit to an alcohol or controlled substances test following a fatal accident will be “disqualified” from driving a CMV for one year. His/her employment with the Town will be terminated. Drivers who subvert testing by intentionally providing false or inadequate breath and urine samples, or their conduct clearly obstructs the testing process, will have their employment terminated.

## **Section 7. ADDITIONAL FEATURES**

The Superintendent of Public Works as supervisor of the Town’s CDL drivers will insure that:

A. All drivers read the Town’s policy and procedures regarding alcohol and drug testing signifying their understanding by signing and dating the master copy. Each driver will thereafter review and sign the document annually.

B. When randomly selected, drivers will proceed to the Test site immediately upon notification.

C. Reasonable Suspicion Testing will be based on actions relating to behavior, speech, body odors, etc., and documented within 24 hours.

D. Drivers not perform SSF after alcohol concentration of  $>0.04$ , while using alcohol, within 4 hours after using alcohol, within 8 hours following an accident (or until tested) and refusal to submit to a required test.

- E. Drivers not refuse to submit to testing for:
  - Post Accident
  - Random
  - Reasonable suspicion
  - Follow-up

F. Drivers not take prescription drugs unless prescribed by a physician who advises the driver that the drug will not affect safely operating a CMV.

G. Driver inform the Superintendent of Public Works of any therapeutic drug or substances that would effect the safe operation of a motor vehicle.

H. Drivers not consume an intoxicating beverage, regardless of its alcohol content, or be under the influence, within 4 hours before work.

I. Drivers have no detectable presence of alcohol while on the job.

J. That drivers not be coerced by management into performing safety-sensitive functions which would cause them to violate regulations.

#### **Section 8. TYPES OF RECORDS:**

Data will be compiled by the Superintendent of Public Works for quarterly and annual reporting purpose for:

- A. Collection process
- B. Driver's test results
- C. Violations
- D. Evaluations by Substance Abuse Professional (SAP)
- E. Education and Testing
- F. Drug testing

#### **Section 9. REPORTS:**

Selectmen will produce quarterly and annual summaries of Alcohol and Controlled Substance Testing as required by outside agencies.

#### **Section 10. RECORDS ACCESS:**

Records within previous two years must be made available to subsequent employer upon written request from driver for:

- A. Positive alcohol >0.04
- B. Positive drug test; and
- C. Refusals to test

This information must be provided within 14 days and the data must be controlled and treated as confidential.

**Section 11. TRAINING:**

The Town will provide to all CDL operators education materials and training to insure their understanding of the Town's Policy and Procedures for Drug and Alcohol Testing.

**Section 12. EMPLOYEE ASSISTANCE PROGRAM:**

The Town subscribes to an Employee Assistance Program which is designed to help employees overcome problems resulting from abuse of alcohol and controlled substances by providing 24 hour confidential counseling, assessment and referral service.

This policy was adopted by the Board of Selectmen on February 9, 1998.

Board of Selectmen

Superintendent of Public Works

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Deanna L. Huot

William Willey

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William Conn

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Duncan Riley

### **Agreement**

I, the undersigned, certify that I have read and understand the Town's Policy and Procedures for Drug & Alcohol Misuse and Testing, and have received a copy of that policy.

By accepting employment with the Town of Lincoln, I also consent to submit to urine testing for drugs and breath or saliva testing for alcohol and I agree to comply with all of the requirements of the Town, the Federal Motor Carrier Safety Regulations and any federal, state or local laws and rules governing the use or abuse of controlled substances and the misuse of alcohol.

I understand that my failure to honor the terms of this agreement will be grounds for the termination of my employment or the consideration of my application for employment with the Town of Lincoln.

Driver's Signature

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Driver's Printed Name

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Date

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## **APPENDIX H**

### **BOARD OF SELECTMEN ADOPTION/ENDORSEMENT**

The Board of Selectmen hereby adopts the Personnel Policies Manual in its entirety. The policies in this Manual replace all previous policies.

Effective date of this document is April 30, 2007

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Deanna Huot, Chair

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Peter Moore

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Patricia McTeague



## **APPENDIX I**

## **DISTRACTED DRIVER POLICY**

The dangers of distracted driving are a serious concern to the Town of Lincoln. This policy has been established in accordance with RSA 265:79-c and is intended to protect the safety of our employees, the general public, and the Town's assets and reputation. Violations of this policy will be considered serious and may result in the imposition of discipline up to and including termination.

Employees driving Town vehicles or using Town issued mobile communications devices are required to comply with all State and local laws. RSA 265:79-c prohibits the use of mobile electronic devices while driving. If a mobile communications device must be used by an employee while driving a Town vehicle, a hands-free device must be used. Drivers are encouraged to keep mobile communications device use to a minimum. Whenever possible, employees should not make or receive even hands free calls while driving.

The following activities, while driving on Town business, are prohibited:

Answering or making calls without using hands free device;  
Creating, reading or responding to e-mails and/or text messages;  
Accessing the internet;  
Entering information into a GPS, computer, dispatch device or other electronic device which requires the user to enter information;  
Use of headphones, earphones, or similar to listen to MP3 or CD players, or other entertainment devices.  
Hand held use of a cell phone for any other reason.

These restrictions do not apply to calls made to report an emergency to enhanced 911 system or directly to a law enforcement agency, fire department, or emergency medical provider. In all such cases, all cautionary measures should be practiced.

Furthermore, employees are required to:

Pull over to a safe place and put the vehicle in "Park" to make adjustments to a GPS or other navigation devices, or use their phones to read, or respond to e-mails/text messages or access the internet.

I have received a written copy of the Town of Lincoln's Distracted Driver Policy and NH RSA 265:79-c. I fully understand the terms of this policy and agree to abide by them.

\_\_\_\_\_  
Employee Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## APPENDIX II

### Acknowledgment of Receipt & Review of Personnel Policies Manual

This Personnel Policies Manual is an important document intended to help you become acquainted with the Town of Lincoln. This manual is a guide and is not the final word in all cases. Individual circumstances may call for individual attention.

Please read the following statements and sign below to indicate your receipt and acknowledgement of the Personnel Policies Manual.

- I have received a copy and understand it is my obligation to read the Personnel Policies Manual. I understand the policies described in the manual are subject to change at the Town's sole discretion at any time.
- I acknowledge that I have the right to terminate my employment with the Town at any time with proper notice. In turn, I acknowledge the Town has the right to terminate my employment at its sole discretion, subject to any statutory, federal, or state constitutional requirements, if applicable.
- I am aware that the descriptions of benefits in this manual are not contractual in nature and do not guarantee any continuance of benefits.
- I am aware that during the course of my employment, confidential information may be made available to me. I understand this confidential information must not be given out or used outside of the Town's premises or with non-Town of Lincoln employees, except as required by law.
- I understand that my signature below indicates I have read and understand the above statements and have received a copy of the Personnel Policies Manual.

Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Cc: personnel file



## APPENDIX I

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- I understand that my signature below indicates I have read and understand the above statements and have received a copy of the Personnel Policies Manual.

Name: \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Cc: personnel file