

PERSONNEL POLICIES AND PROCEDURES MANUAL For the Town of Kingston

**Approved 12/15/08
Revised as of 01/01/09**

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

WELCOME TO THE TOWN OF KINGSTON!

Starting a new job is exciting, but at times can be overwhelming. This Personnel Policies and Procedures Manual has been developed to help you get acquainted and answer many of your initial questions.

As an employee of the Town of Kingston, the importance of your contribution cannot be overstated. Our goal is to provide residents with the finest and most efficient service possible. You are an important part of this process.

This Personnel Policies and Procedures Manual explains our personnel policies and benefits. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your Department Head.

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

Sincerely,

The Board of Selectmen

ABOUT THIS MANUAL

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

This Manual also summarizes the current benefit plans maintained by the Town of Kingston for eligible employees. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan documents and summary plan descriptions will control rather than the summaries contained in this Manual. The Manual (and other plan documents) are not contractual in nature and do not guarantee any continuance of benefits.

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

Please also be aware that the Town of Kingston reserves the right to change, revise, or eliminate any of the policies, procedures, or benefits described in this Manual at any time, in its sole discretion. If and when provisions are changed, you will be given replacement pages for those that have become outdated. A copy will also be placed on our bulletin boards.

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OUR WORKPLACE

As you review this Manual, you will notice that terms such as “workplace” and “premises” appear in many of the Town of Kingston’s policies. For most employers, such terms encompass the buildings and surrounding property that they own or lease. However, as you know, the nature of our work as a municipality requires that our use of these terms have a broader definition. Accordingly, whenever our “workplace” or “premises” is discussed in this Manual, you must understand that we are discussing not only the Town of Kingston buildings, facilities and properties, but also any remote job site to which you may be assigned to work and any vehicle which you may be using for Town of Kingston related business.

EQUAL EMPLOYMENT OPPORTUNITY

The Town of Kingston is committed to a policy of equal employment opportunity to all persons based on individual merit, competence and need. The Town of Kingston 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, national origin or ancestry. This policy applies to all terms and conditions of employment including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation, benefits and training.

In support of our commitment to equal employment opportunities, the Town of Kingston prohibits harassment of one employee by another employee or Department Head on any of the bases discussed above. Any employee who harasses another employee, citizen, or visitor on any of the bases discussed above will be subject to discipline, up to and including discharge. The Town of Kingston defines harassment as follows:

Harassment is verbal and physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, sex, pregnancy, national origin, ancestry, age, religion, disability, marital status, sexual orientation or veteran status, or that of his or her relatives, friends, or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual’s work performance; or (3) otherwise adversely affects an individual’s employment opportunities.

It is not possible to list all of the circumstances and behaviors that may constitute unlawful harassment in violation of the Town of Kingston policy. However, the following are some examples of conduct which may constitute harassment:

- epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to race, color, religion, gender, national origin, ancestry, pregnancy, age, disability, sexual orientation, marital status, or veteran status; and

- written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, marital status, pregnancy, national origin, ancestry, age, disability, sexual orientation or veteran status.

The Town of Kingston prohibits all of the activities discussed above, whether engaged in by a Department Head, agent, co-worker, or non-employee who is on our premises or who comes in contact with our employees. Any employee who harasses or discriminates against another employee or any non-employee on any basis discussed above will be subject to discipline, up to and including termination of employment.

If you believe that you have been subjected to harassment and/or discrimination in violation of this policy, you should report the incident in accordance with the Reporting Procedure contained in this Manual. The matter will be promptly investigated and appropriate action will be taken, depending on the nature and severity of any proven incident.

Retaliation against an employee who complains in good faith about harassment and/or discrimination or who participates in good faith in an investigation of a complaint is a violation of this policy. Retaliation is a form of unlawful harassment and will be handled in the same manner as other forms of harassment. If you believe that you have been subjected to retaliation, you should report the incident in accordance with the Reporting Procedure contained in this Manual.

SEXUAL HARASSMENT POLICY

A. Introduction

The Town of Kingston's goal is to provide a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by the Town of Kingston. Further, any retaliation against an individual who has complained about sexual harassment and/or retaliation against any individual who has cooperated in an investigation of sexual harassment is unlawful and will not be tolerated.

Because the Town of Kingston takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment. Where it is determined that such inappropriate conduct has occurred, the Town of Kingston will act promptly to eliminate the conduct and impose any necessary corrective action, including disciplinary action where appropriate.

B. Definition of Sexual Harassment

Sexual harassment means unwelcome sexual advances, requests for sexual favors, and other verbal, physical, and nonphysical conduct of a sexual nature when:

- Submission to or rejection of such conduct is made explicitly or implicitly a term or condition of employment; or

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that individual, or for awarding or withholding a favorable employment opportunity, evaluation, or assistance; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's performance at work, or creates an intimidating, hostile, humiliating, or sexually offensive work environment.

Under this definition, a direct or implied request by a Department Head for sexual favors in exchange for actual or promised job benefits such as favorable performance reviews, salary increases, promotions, increased benefits or continued employment constitutes sexual harassment.

The definition of sexual harassment is broad and, in addition to the above examples, other unwelcome sexually oriented conduct, whether it is intended or not, that has the effect of creating a workplace that is hostile, offensive, intimidating, or humiliating to male or female employees may also constitute sexual harassment. Sexual harassment also includes non-sexual comments and conduct that are directed at an individual because of his or her gender or otherwise motivated by gender discrimination.

It is not possible to list all of the additional circumstances and behaviors that may constitute sexual harassment or other inappropriate conduct that will not be tolerated. However, the following are some examples of prohibited conduct:

- Unwelcome sexual advances, whether or not they involve physical touching;
- Sexual epithets; sexual jokes; written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body; comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Leering, whistling, brushing against the body; sexual gestures;
- Suggestive or insulting comments;
- Inquiries into an individual's sexual experiences; and
- Discussion of one's sexual activities.

C. Complaints of Sexual Harassment

Experience has shown that a clear statement to the person engaging in the offensive behavior is often all that is necessary to stop the conduct. If you believe you are being harassed, we encourage you to let the person engaging in the conduct know how you feel. However, if you do not feel comfortable taking this step, we certainly do not require that you do so. If you believe

that you have been subjected to sexual harassment, you should report the incident in accordance with the Reporting Procedure contained in this Manual. The matter will be promptly investigated and where it is determined that such inappropriate conduct has occurred, action will be taken to eliminate and correct the conduct. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

D. Retaliation

Retaliation against an employee who complains in good faith about sexual harassment or who participates in good faith in an investigation of a complaint is a violation of this policy and is prohibited by law. If you believe that you have been subjected to retaliation, you should report the incident in accordance with the Reporting Procedure contained in this Manual.

**REPORTING PROCEDURE FOR SEXUAL AND OTHER
UNLAWFUL HARASSMENT, DISCRIMINATION AND
RETALIATION**

If you feel that you are a victim of sexual or other unlawful harassment and discrimination or retaliation, you should immediately report such actions in accordance with the following procedure. All complaints will be promptly and appropriately investigated.

1. If you believe that you are a victim of sexual or other unlawful harassment and discrimination or retaliation, you should report the act immediately either verbally or in writing to the Administrative Assistant to the Board of Selectmen (in the Selectmen's office) or the Police Chief (at the Kingston Police Department).
2. Department Heads and managers who become aware of discriminating or harassing conduct, a complaint of discrimination or harassment, or retaliation must report the conduct and/or complaint immediately either verbally or in writing to the Administrative Assistant to the Board of Selectmen (in the Selectmen's office) or the Police Chief (at the Kingston Police Department).
3. The Town of Kingston will promptly investigate every reported incident if appropriate. Any employee, Department Head, or agent of the Town of Kingston who has been found to have sexually or unlawfully harass, discriminate against, or retaliate against another employee may be subject to appropriate disciplinary action, up to and including immediate discharge. The complainant will be informed of the outcome of the investigation.
4. The Town of Kingston will conduct all investigations in a discreet manner. Disclosure of complaints will be limited to those with a need to know.

THE AMERICANS WITH DISABILITIES ACT

The Town of Kingston is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is the Town of Kingston's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Consistent with this policy of nondiscrimination, the Town of Kingston will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Town of Kingston aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Town of Kingston.

The Town of Kingston encourages individuals with disabilities to come forward and request reasonable accommodations. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should approach the Board of Selectmen to make appropriate arrangements. The Town of Kingston will maintain all medical information in a confidential manner in accordance with the ADA.

II. EMPLOYEE CLASSIFICATIONS

EMPLOYMENT AT-WILL

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

EMPLOYMENT CLASSIFICATIONS

At the time that 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 this Manual or as required by law, the benefits described in this Manual apply only to full-time employees. All other policies described in this Manual apply to all employees, with the exception of certain wage, salary and time off limitations. If you are unsure of the job classification into which your position fits, please ask your Department Head.

FULL-TIME EMPLOYEES: Individuals who are regularly scheduled to work 35 or more hours per week. Full-time employees shall be subject to a six (6) month probationary period, during which time they may be separated without prejudice, except for the Kingston Police Department which shall have a one (1) year probationary period.

SEASONAL EMPLOYEES: Individuals who are regularly employed on a continuing work schedule, but are intended to be retained for less than twenty-six (26) weeks a year.

PART-TIME EMPLOYEES: Individuals who are regularly scheduled to work less than 35 hours per week.

TEMPORARY EMPLOYEES: Individuals who are hired for specific periods of time or for the completion of a specific project. Temporary employees are not eligible for benefits described in this Manual except to the extent required by state or federal law.

NON-EXEMPT AND EXEMPT EMPLOYEES: All employees will be classified as either “exempt” or “non-exempt.” Exempt employees are paid on a salary basis and meet the other requirements necessary to be considered exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”). Therefore, these employees are not eligible to receive overtime pay. Non-exempt employees do not meet the requirements necessary to be considered exempt from the overtime provisions of the FLSA. Therefore, these employees are eligible for overtime pay in accordance with the FLSA and the Town of Kingston policy.

Upon hiring, employees are told whether they are classified as exempt or non-exempt from the overtime provisions of the FLSA. If you have questions about whether you are classified as exempt or non-exempt under the FLSA, please contact your Department Head.

III. COMPENSATION AND HOURS OF WORK

REPORTING OF TIME WORKED

It is important that your time be accurately reported so that you are compensated for the hours that you work. You may be required to complete time sheets or punch a time clock. No one is authorized to punch a time clock on your behalf, and falsification of time records could lead to disciplinary action, up to and including termination from employment. Your Department Head will provide you with details concerning your obligation to report all time you have worked.

PAY/PAY PERIODS

Employees are paid on a weekly basis on Fridays for all hours worked during the preceding calendar week’s pay period. Please review your paycheck for errors. If you find a mistake, report it to your Department Head immediately. Paychecks will be distributed only to you.

WORK WEEK/HOURS OF WORK

The Town of Kingston's work week begins on Saturday at 12:00 a.m. (midnight) and ends on Friday 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 Department Head will inform you of your hours of work.

PAYROLL DEDUCTIONS

A. Payroll Deductions for All Employees

The Town of Kingston is required by law to make certain deductions from your paycheck, including federal income taxes and your contribution to social security and Medicare. The Town of Kingston may also be required to make deductions from your paycheck pursuant to a federal or state agency or court order, such as for child support. These deductions will be itemized on your check stub. The Town of Kingston may make additional deductions for insurance and other purposes to benefit the employee. Arrangements for these voluntary deductions can be made with the Finance Department.

Under New Hampshire law, the Town of Kingston may not withhold, make use of any portion of, or require any employee to remit any portion of an employee's wages except:

- For payroll taxes, or as otherwise required by statute;
- When the deduction is authorized in writing by the employee for:
 - *Union dues;
 - *NH Retirement system contributions;
 - *Payments for direct deposit into employee's bank account;
 - *Voluntary contributions into cafeteria plans or flexible benefit plans, or both, as authorized by section 125 or section 132 of the Internal Revenue Code;
- For medical, surgical, hospital and other group insurance benefits having no financial advantage for the employer, when the employee has given his/her written authorization and deductions are duly recorded;
- From final wages at the termination of employment, for any amount the employee may owe for voluntary payments for vacation pay, paid time-off pay, earned time pay, personal time pay, annual pay, sick pay, sick dependent pay, and bereavement pay made pursuant to a written employment policy as required by RSA 275:49, III, when the payments have been requested and paid to the employee in advance of eligibility and when the employee has given his/her written authorization.

B. Payroll Deductions for Salaried Exempt Employees

The Town of Kingston complies with all federal and state laws with regard to deductions from paychecks, including deductions from the salaries of exempt employees. In accordance with the laws, salaried employees receive a predetermined salary which is not subject to reduction because of variations in the quality or quantity of work performed and is not subject to reduction for absences requested by the Town of Kingston or due to the operating requirements of the Town of Kingston. The Town of Kingston recognizes that under federal and state law there are only limited times when a salaried employee's salary can be subject to deductions.

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

C. Questions Regarding Paychecks and Deductions

If you have any questions or concerns about your paycheck or any deductions from your pay, please contact your Department Head as soon as possible. If you do not receive a prompt response or are dissatisfied in any way with the response you receive, you should feel free to contact the Board of Selectmen.

Questions and concerns regarding pay and deductions will be investigated and addressed promptly. If there has been an error, such as a deduction made in error, the employee will receive a corrected check or a check reimbursing the employee for the error, whichever is more practicable under the circumstances.

Employees should feel free to communicate any questions or concerns regarding pay or deductions. The Town of Kingston will not tolerate retaliation against employees who have expressed concerns using this procedure.

REIMBURSABLE EXPENSES

With prior approval by the Board of Selectmen, legitimate expenses will be reimbursed by the Town of Kingston to the employee. The employee must submit receipts in order to be reimbursed. Reimbursement may be in the form of petty cash, an addition to a paycheck, or a separate check. See your Department Head with any questions as to whether and what expenses may be reimbursed.

OVERTIME

From time to time, it may be necessary for you to perform overtime work. All overtime must be approved in advance by your Department Head. Except in the event of an emergency, the Town of Kingston will attempt to provide you with advance notice of the necessity for overtime work. Most non-exempt employees, with the exception of certain law enforcement and fire protection 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 time and bereavement leave are, for the purpose of calculating overtime, not counted as time worked. Holidays and vacation time are, for the purpose of calculating overtime, considered as time worked. You will be advised when you are hired if you are entitled to overtime pay.

Town of Kingston employees engaged in law enforcement activities will be paid overtime at the rate of one and one-half (1-1/2) times their regular rates of pay for all time worked in excess of forty (40) hours per week.

Town of Kingston employees engaged in fire protection "*Shift worker*" all hours worked in excess of their regularly scheduled tour of duty shall be paid at the overtime rate of one & one-half (1-1/2) times the employee's regular rate. Shift workers who work on any listed town holiday shall be paid one & one-half (1-1/2) times the employee's regular rate for all hours worked on said holiday. Eight (8) hours of holiday pay shall also be paid at the employee's regular rate of pay. All "*Shift workers*" who attend regularly scheduled training and meetings shall be paid at the employee's regular base rate pay unless they exceed 53 hours of actual work in that work period, the threshold as identified by the FLSA using a 7 day work period.

The work period for the purpose of the FLSA is seven (7) days. The work period does not affect the overtime payment as stated in this policy. It is simply recognition of the work period required under the FLSA.

COMPENSATION FOR OVERTIME

Employees who are not exempt from the overtime provisions of the Fair Labor Standards Act shall receive overtime pay at the rate of one and one-half times the regular rate of pay for work in excess of 40 hours in one work week (exceptions below). The employee may accrue compensatory time (comp-time) in lieu of monetary overtime compensation at a rate of one and one-half hours of compensatory time for each hour of overtime worked.

EXCEPTIONS:

1. Fire Personnel – In certain instances when pre-approved, an employee may request that they receive compensation time for hours worked. Compensation time shall be paid at one and one-half times the regular rate for all hours worked outside the employees scheduled shift. Compensation time for "*Shift workers*" attending regularly scheduled training and meetings shall be paid at the employee's regular hourly rate. Compensation time may only be taken on days when the schedule is full or may be used in conjunction with a pre-approved vacation. Accrued compensation time must be used or paid and may

not be carried over to another calendar year.

2. Exempt Employees – Those employees who are classified as exempt employees are exempt under these regulations for payment of overtime. This group is expected to devote the time necessary to properly perform their responsibilities without overtime compensation.

“Shift worker”: An on duty full-time fire fighter / EMT who is assigned to a regularly scheduled tour of duty. Shift hours shall be established by the fire chief.

BREAKS AND MEAL PERIODS

Hourly (Non-exempt) employees will have at least a 30-minute unpaid meal period and two 15-minute paid rest periods assigned by the Department Head. During meal and rest periods, employees are to be relieved of their job duties and permitted to leave their work locations. An employee who wishes to work through the meal break must obtain permission from their Department Head.

Meal periods are not to be taken more than five hours after the beginning of the work (day/shift). One rest period may be taken during the first four hours of work, with the second rest period taken during the last four hours of work.

Rest periods cannot be used in conjunction with meal periods, nor may rest periods be taken during the employee’s first or last scheduled hour of work.

IV. TIME AWAY FROM WORK AND OTHER LEAVE BENEFITS

HOLIDAYS

Full-time employees are entitled to the paid holidays listed below, provided that the employee works his or her assigned day preceding and following the holiday or has scheduled vacation time. Temporary and part-time employees are not entitled to paid holidays.

Some employees may be required to work on holidays. Employees who are required to work on a holiday may take a floating holiday. The floating holiday must be scheduled at least one week in advance and approved by your Department Head.

Holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday of January
President's Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	July 4

Labor Day	1st Monday in September
Columbus Day	2nd Monday of October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

All holidays will be observed on the day designated by the Federal Government.

VACATION

Vacation is a time for you to rest, relax, and pursue special interests. The Town of Kingston provides paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service.

Full-time employees are eligible for paid vacation. Temporary and part-time employees are not entitled to paid vacation time.

Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility for vacation will be based on the employee's most recent hire date. In the event an employee transfers from one department to another within the Town, this does not constitute a break in service.

Vacation pay for a full week will be paid at the normal straight time scheduled hours; i.e., if someone normally is scheduled for 40 hours per week, their vacation pay will be for 40 hours for each full week requested. Vacation will begin to accrue from the first day of employment, but may not be used until the employee has worked one full year.

Vacation will be awarded based on the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Time Awarded Annually</u>
One (1) full year up to seven (7) years	Two (2) weeks
Seven (7) years	Three (3) weeks
More than seven (7) years	An additional ½ day per year of service over seven, to a maximum of four (4) weeks

Vacation leave will accrue within the calendar year at a rate per week equal to 1/52nd of the total award for that year. Leave may be taken in advance of having accrued it up to the total to be awarded that year, however, should the employee leave his or her position at any time during that

year, an adjustment may be made in their final pay check to repay the town for advanced leave time. Similarly, if an employee leaves his or her position, any unpaid leave time accrued will be added to their final pay check.

Vacation time will not be carried over to subsequent years. Vacation time will not accrue for pay periods for which an employee is not entitled to pay.

Employees must submit requests for vacation time in writing to their department head. Requests for leave in excess of 3 days may be required to be submitted up to two weeks in advance of the requested dates. Vacation time may be taken only if the request is approved by the Department Head. Internal departmental policy relating to scheduling of leave will precede the requirements of this paragraph.

SICK LEAVE

The Town of Kingston provides paid sick days to all full-time employees. Temporary and part-time employees are not entitled to any paid sick days. Sick time will be paid at the normal straight time rate for the number of hours the employee was scheduled to work. Sick pay may not exceed the employee's regular workday and/or workweek hours.

Sick leave accrues at the rate of one (1) day (eight hours) for each completed month of service after the probationary period up to a maximum of sixty (60) days. Once the accrued amount of sick leave totals 60 days, leave will be awarded at the rate of one-half day (1/2 day) per month, and one-half (1/2) of the annual unused amount will be eligible to be added to the 60 day base accrual. Sick days are to be used for absences due to illness. An employee must notify his/her Department Head of his/her absence at least one (1) hour before the start of the regular work day, unless physically unable. The Town of Kingston may, at any time, ask the employee to get satisfactory medical verification of an illness from a doctor. Failure to provide verification may result in loss of sick leave benefits or disciplinary action.

An employee will not accrue any sick leave for those pay periods in which the employee is entitled to no wages, unless required under law. Generally, this will occur when the employee is on unpaid leave, such as FMLA leave.

Employees who leave the Town's employment for any reason will not be entitled to pay for unused sick days.

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. Reporting of the absence to any employee other than the Department Head will not be accepted as compliance with the daily reporting requirement. Employees who fail to report to work or call in to their Department Head for two (2) consecutive work days may be considered to have voluntarily resigned from their employment.

FAMILY AND MEDICAL LEAVES OF ABSENCE

Eligible employees may take up to twelve (12) weeks of unpaid family/medical leave within a 12-month period and be restored to the same or equivalent position upon return to work. The exception to the twelve (12)-week rule is for the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty; such employees are entitled to up to twenty-six (26) weeks of leave in a single twelve (12)-month period to care for the service member. This time will be tracked beginning on the first day of leave. To be eligible for family/medical leave, you must have worked for the Town of Kingston: for at least twelve (12) months and must have worked at least twelve hundred fifty (1,250) hours in the past twelve (12) months.

Eligible employees may take family/medical leave for any of the following reasons:

- **A** - the birth of your child and in order to care for the child (leave must be taken within 12 months of the birth);
- **B** - the placement of a child into your home for adoptive or foster care (leave must be taken within 12 months of the placement);
- **C** - to care for your spouse, parent, minor child, or adult child (when the adult child is not capable of self care and the employee is needed for such care) with a serious health condition; or
- **D** - due to your own serious health condition which renders the employee unable to perform the functions of his or her position.
- **E** - to care for your spouse, son, daughter, parent, or next of kin who is a covered service member and is recovering from a serious illness or injury sustained in the line of duty while on active duty.
- **F** - any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

The Town of Kingston has the right to designate FMLA leave any time an eligible employee requests time off for a qualifying reason. For example, if an eligible employee suffers a work related injury that qualifies as a serious health condition, the Town of Kingston has the right to designate any time away from work as FMLA leave.

Tracking Leave: As stated above, an eligible employee is entitled to FMLA 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 an FMLA leave. In other words, the number of weeks an employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks"). For example, if an employee used four weeks beginning February 1, 2008, four weeks beginning

June 1, 2008, and four weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. Beginning on February 1, 2009, the employee would be entitled to four weeks of leave; on June 1, 2009, the employee would be entitled to four additional weeks; and so on.

FMLA leaves 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 of Kingston. If medically necessary, FMLA leaves due to illness as described in paragraphs C, D, E and F above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town of Kingston 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 taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be unpaid unless the employee qualifies for workers' compensation, short-term disability, or other benefits. If you are a salaried employee, the Town of Kingston will adjust your salary based on the amount of time actually worked.

Employee Benefits: Employees are required to use any accrued, unused vacation and sick/personal days during FMLA leave unless the FMLA leave is otherwise paid through workers' compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the 12-week FMLA leave period. Also, your FMLA leave may run concurrently with other types of leave, such as maternity leave.

During an approved FMLA leave, the Town of Kingston will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid FMLA leave, the Town of Kingston will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, or is paid through workers' compensation, short-term disability benefits, or other benefits not provided through the Town of Kingston's payroll system, you must pay your portion of the premium by making arrangements with the Finance Department.
- Your health and other benefit coverage may be canceled if your premium payment is more than 30 days late.
- If you elect not to return to work at the end of the leave, you will be required to reimburse the Town of Kingston for the cost of the premiums paid by the Town of Kingston for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

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

Requesting Leave: If your need for leave is foreseeable such as for the birth of a child or planned medical treatment, you must give your Department Head at least 30 days' prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting the Town of Kingston's operations.

If the need for leave is not foreseeable, you must give notice to your Department Head as soon as practicable (within 1 or 2 business days of learning your need for leave). Failure to provide such notice may be grounds for delaying the leave. If you are not able to notify the Town of Kingston of the need for leave personally because of illness, you should ask someone else to call on your behalf.

Medical Certifications: If you are on leave because of your own or a covered family member's serious health condition, the appropriate health care provider must supply a medical certification. Please obtain a medical certification form from the Finance Department for the health care provider to use. If possible, you should provide the medical certification before your leave begins. If that is not possible, you must provide the medical certification within 15 days of beginning your leave. If you do not provide the required medical certification in a timely manner, your leave may be delayed. If certification is not provided at all, the Town of Kingston will not be able to determine whether you are eligible for FMLA leave and your leave will be denied.

The Town of Kingston, at its expense, may require an examination by a second health care provider designated by the Town. If the second health care provider's opinion conflicts with the original medical certification, the Town of Kingston, at its expense, may require a third health care provider agreed upon by the employee and the Town to conduct an examination and provide a final and binding opinion.

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

Reporting While on Leave: You must contact the Town of Kingston on a regular basis to provide updates about the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of leave change or are extended or initially were unknown.

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

Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or "key employees" may be denied restoration to their prior or equivalent position if

keeping the job open for the employee would result in substantial economic injury to the Town of Kingston. Key employees are those employees who are among the highest paid ten percent of employees within 75 miles of the work site.

If you take leave because of your own serious health condition, you will not be reinstated until you provide a fitness for duty certificate from your health care provider confirming that you are medically able to resume work. The return-to-work medical certification forms are available from the Finance Department.

Coordination with Maternity Leave: As stated in our Maternity Leave Policy, the Town of Kingston provides female employees with a leave of absence for the period of temporary physical disability resulting from pregnancy, 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.

Maternity disability will be treated in the same manner as a type D FMLA leave of absence. However, 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 FMLA leave weeks or less, the employee will be reinstated in accordance with this policy. If a maternity disability exceeds the available FMLA leave weeks, the employee will be reinstated unless business necessity makes reinstatement impossible or unreasonable.

An employee who uses less than the Available Leave Weeks for type D leave for maternity may take additional type A FMLA leave after the end of the disability period for a period not to exceed the Available Leave Weeks.

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

MATERNITY LEAVE

All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth or related medical conditions. A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically able to return to work. Employees will be required to take FMLA leave, if they are eligible for such leave, concurrently with maternity leave, as described in our FMLA policy.

Employees must use their accrued vacation and sick time before taking unpaid leave under this policy.

Employees on maternity leave who are not eligible for FMLA leave or who have exhausted their FMLA available leave weeks will be allowed to continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month

expires, the employee may continue medical insurance coverage by making arrangements with the Finance Department to pay the entire amount of the appropriate monthly premium in advance each month.

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. An employee who cannot be returned to her original or a comparable position will remain eligible to apply for any available position within the Town of Kingston.

PERSONAL LEAVE OF ABSENCE

The Town of Kingston recognizes that due to personal circumstances, it may be necessary for an employee to request more time off than is provided under our policies concerning holidays, vacation, sick, FMLA, and maternity leave. A personal leave of absence may be granted at the sole discretion of the Town of Kingston to employees who have exhausted their leave available under our other leave policies.

Personal leaves of absence will be unpaid, and an employee on a personal leave of absence is not entitled to accrue any benefits, including, but not limited to, holidays, vacation time, and sick leave. However, eligible employees may apply for workers' compensation. The form for this benefit is available from the Finance Department.

Employees who are granted a personal leave of absence may continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue health insurance coverage by making arrangements with the Finance Department to pay the entire amount of the appropriate monthly premium in advance each month.

To request a personal leave of absence, please contact your Department Head. You may be asked to provide a written request for the leave and/or a doctor's certificate stating the reason for the leave and the expected date of return to work. If granted, personal leaves typically will not exceed 30 days.

Requests for leave will be considered on a case-by-case basis, taking into account the Town of Kingston's staffing needs and other factors. If a personal leave is granted, you may not accept other employment of any kind, including a business of your own, while you are on leave. If you are granted a personal leave of absence, you must inform us when you are able to return to work, and you may be required to submit a doctor's certificate stating that you are medically able to return to work. We reserve the right to require a physical examination by a physician of our own choosing prior to your resumption of duties.

We will make reasonable efforts to reinstate employees returning from personal leaves to the same or similar job as held prior to the leave of absence, subject to our staffing needs and other requirements. Please understand that we cannot guarantee reinstatement from a personal leave. If the Town of Kingston is not able to reinstate an employee returning from leave, the employee's employment will be terminated, and the employee will remain eligible to apply for

employment in the future. If an employee fails to return to work following the expiration of the leave, the employee will be considered to have voluntarily resigned from his or her employment with the Town of Kingston.

MILITARY LEAVE

Employees who voluntarily or involuntarily serve in the United States armed forces or National Guard (collectively referred to as “uniformed services”) will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

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

Notice of Leave Request: An employee needing time away from work for service or training in the uniformed services should make his or her Department Head aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that notice should be provided at least 30 days before the leave begins where it is at all possible to do so.

An employee’s request for leave may include reasonable time off to get personal business in order prior to commencing service in the uniformed services. Reasonable time off will be decided by the Department Head and the Board of Selectmen based on a case by case basis.

Health Coverage: If a military leave lasts less than 31 days, the employee’s health insurance will be continued and the employee will pay his/her regular contribution for the cost of healthcare insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions.

If a military leave lasts 31 days or more, then the employee’s health insurance coverage will cease and the employee will be eligible to elect to continue his or her health insurance coverage at his or her own expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged.

When the employee returns to work, he or she will be reinstated to the health insurance benefit with no waiting period, even if coverage terminated during the leave.

Pension: Upon reemployment the employee is treated as if there was no break in service for participating, vesting and accrual purposes. If applicable, the employee may elect to make up any missed contributions or elective deferrals, but is not required to do so.

Reinstatement: Employees wishing to be reinstated following military leave should promptly notify his or her Department Head of their desire to be reinstated. If the leave is for service of less than 31 days, then the employee should return to work on the first full regularly scheduled work day following completion of service, allowing for 24 hours of rest and time for safe

transportation back from the service. If the service lasts 31 to 180 days, then the employee should notify his or her Department Head of the desire for reinstatement within 14 days of completing service. If the military leave lasts more than 180 days, then the employee should notify his or her Department Head of the desire for reinstatement within 90 days of completing service.

The Town of Kingston will reinstate eligible employees promptly. Eligibility for reemployment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement may be asked to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying.

Employees cannot waive their reemployment rights in advance of being released from uniformed service.

Disabled Service Members: If a returning employee was disabled or a disability was aggravated during uniformed service, the Town of Kingston will make reasonable accommodations and efforts to help the employee become qualified to perform the duties of his or her reemployment position.

Statement Against Discrimination and Retaliation: The Town of Kingston will not discriminate in hiring, employment, reemployment, or any benefits of employment against any individual because of that individual's service in the United States uniformed services. The Town of Kingston also will not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA.

Questions regarding this policy should be directed to the Board of Selectmen.

BEREAVEMENT LEAVE

Full-time and part-time employees bereaved by the death of a relative will be granted time off from work without loss of pay in accordance with the following policy.

In the event of the death of a member of a full-time or part-time employee's immediate family, the Town of Kingston provides three (3) days paid time off. The three (3) work days usually include the day before the funeral, the day of the funeral and a day after. "Immediate family" includes spouse, children (including biological or by adoption), step-children, parents, brothers, sisters, step-parents, step-brothers, step-sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren of the employee.

Additional bereavement leave may be granted at the discretion of the Board of Selectmen. Eligible employees may, with their Department Head's approval, use available paid time off for additional time off as necessary. Bereavement leave is not available to part-time or temporary employees or employees who have not completed the probationary period.

JURY DUTY/WITNESS LEAVE

The Town of Kingston considers it a civic duty to serve on a jury if summoned and will grant you leave in order to serve on a jury. An employee shall be excused from employment for the day or days required in serving as a juror or witness in any court created by the United States or the employee's state of residence. For part-time and temporary employees, jury or witness duty should be considered an excused unpaid absence, unless said duty is job related. A full-time employee called for jury duty or subpoenaed as a witness shall be granted paid leave for the period of the civil involvement and will be compensated for the difference between their regular day's pay and the amount of compensation they receive for performing their civil involvement.

Employees summoned for jury duty must inform his or her Department Head as soon as possible, and must present a copy of the summons to his or her Department Head. If released from jury duty on any day, the employee is expected to return to work during regular working hours.

LEAVE OF ABSENCE FOR VICTIMS OF CRIME

The Town of Kingston will grant an employee unpaid time off from work to attend court or other legal or investigative proceedings associated with the prosecution of a crime in which the employee was a victim. For purposes of this policy, a "victim" is any person who suffers direct or threatened physical, emotional, psychological, or financial harm as a result of the commission or attempted commission of a crime.

Employees may also qualify for leave under this policy if they are part of the immediate family of a homicide victim or part of the immediate family of a child under the age of 18 or an incompetent adult who is the victim of a crime. For purposes of this policy, "immediate family" means the father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian of the victim, or a person who is otherwise in an intimate relationship with and residing in the same household as the victim.

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

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

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

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

INSURANCE BENEFITS PLANS

The benefits and premiums offered to employees are subject to change at the sole discretion of the Town of Kingston. The Town of Kingston Personnel Policies and Procedures Manual does not constitute a contract for continued benefits. For additional details regarding plan descriptions and documents please see the Finance Department.

MEDICAL PLAN

Eligible employees may participate in our medical insurance plan. Full-time employees may enroll in either a single, two-person, or family contract after meeting the eligibility criteria stated in our plan documents (eligible on the 1st day of the month following the date of hire). Information and enrollment forms may be obtained from the Finance Department. To assist you with the cost of this insurance, the Town of Kingston currently pays a portion of a single, two-person, or family contract. The balance is to be paid by the employee through authorized payroll deduction.

DENTAL PLAN

Eligible employees may participate in our dental plan. Full-time employees may enroll in either a single, two-person, or family contract after meeting the eligibility criteria stated in our plan documents (eligible on the 1st day of the month following the date of hire). Information and enrollment forms may be obtained from the Finance Department. To assist you with the cost of this insurance, the Town of Kingston currently pays a portion of a single, two-person, or family contract. The balance is to be paid by the employee through authorized payroll deduction.

LIFE INSURANCE

The Town of Kingston will provide group life insurance to all full-time employees. Full-time employees may enroll after meeting the eligibility criteria stated in our plan documents (eligible on the 1st day of the month following the date of hire). The amount of coverage is currently \$10,000.00, and is subject to change. There is no shared cost with eligible employees.

COBRA

The Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) provides eligible employees and their covered dependents with the opportunity to continue medical and dental insurance for a period of time, at their own expense, if they would otherwise lose coverage for

certain qualifying reasons. Please see the Finance Department for more information about COBRA.

RETIREMENT PLAN

All full-time employees are required to participate in the New Hampshire Retirement System. Police & Fire employees will participate in Group II and all others will participate in Group I. Information and enrollment forms may be obtained from the Finance Department.

WORKERS' COMPENSATION INSURANCE AND REPORTING WORKPLACE INJURIES

On-the-job injuries are covered by the Workers' Compensation Insurance Policy provided at no cost to the employee.

Reporting Injuries: If you are injured on the job, no matter how slightly, you **must** report the incident immediately to your Department Head. We ask for your assistance in alerting the Town of Kingston to any condition which could lead or contribute to an employee accident. Employees must complete the necessary workers' compensation forms following any injury. The Workers' Compensation carrier must also be contacted prior to seeking medical attention (unless it is a life-threatening injury).

Weekly Income Benefits: The amount of the weekly worker's compensation benefit is set by the New Hampshire Department of Labor. The weekly benefit is currently based upon 60% of an employee's average weekly wages as determined by RSA 281-A: 15. These benefits are paid by our workers' compensation carrier to eligible employees.

Temporary Alternative Duty: Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire's workers' compensation laws. Employees with non-work-related disabilities who require accommodations to perform their jobs should make accommodation requests to the Department Head who will refer the matter to the Board of Selectmen. Please refer to The Americans with Disabilities Act policy in this Personnel Manual for more information.

Reinstatement: A full-time employee who has sustained an on-the-job injury will be reinstated to his or her former position upon request within eighteen (18) months of the initial injury if the position exists and is available, and the employee is not disabled from performing the duties of the position. A fitness-for-duty certificate may be required before an employee is permitted to return to work.

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

UNEMPLOYMENT INSURANCE

The Town of Kingston pays into the unemployment compensation fund established by the State of New Hampshire. Individuals laid off from employment by the Town of Kingston may be eligible for unemployment compensation benefits through the New Hampshire Department of Employment Security.

SOCIAL SECURITY

Social Security is a payroll deduction representing your contribution to the federal government's Social Security Program. The Town of Kingston also contributes money on your behalf to the Social Security Program.

V. ON THE JOB

ATTENDANCE

From time to time, it may be necessary for an employee to be absent from work. The Town of Kingston is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. However, employees should be aware that attendance is considered an essential function of their position.

If an employee is unable to report to work, or if an employee will arrive late, the employee must contact their Department Head. The Department Head should be given as much time as possible to arrange for someone else to cover the position until the employee arrives. If the employee knows in advance that he or she will need to be late or absent, the employee is required to request, in writing, this time off directly from their Department Head.

For late arrivals, the employee should indicate when he or she expects to arrive for work. If the employee is unable to call in because of an illness, emergency or for some other reason, the employee should arrange to have someone call on his or her behalf.

Absence from work for two (2) consecutive days, absent extenuating circumstances, without notifying your Department Head, may be considered a voluntary resignation. Furthermore, three (3) absences in a 90-day period, or any consistent pattern of absence, will be considered excessive and the reasons for the absences may come under question.

Tardiness or leaving early is as detrimental to the Town of Kingston as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will be considered excessive, and the reasons for tardiness or leaving early may come under question. Other factors, like the degree of lateness, may be considered.

All employees should be aware that excessive absenteeism, lateness, or leaving early may lead to disciplinary action, up to and including dismissal from employment.

Attendance records will be considered when evaluating requests for promotions, transfers, leaves of absence, and approved time off, as well as disciplinary, termination, and layoff decisions.

CONFIDENTIALITY

The Town of Kingston's information and records relating to Town business, operations, plans, projects, strategies, employees, or citizens may be confidential. Therefore, employees must treat all matters accordingly.

No Town information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Town of Kingston) may be removed from the Town's premises without permission from your Department Head.

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

Employees are not authorized to disseminate confidential information, either verbally or by distribution of written material. Only a Department Head may discuss a departmental issue with members of the press, members of the public, or any other person or persons not employed by the town and/or not personally involved in the issue. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature.

COMPUTER USE AND COMMUNICATIONS EQUIPMENT POLICY

The Town of Kingston provides communication tools including computers, fax machines, telephones, voice mail, e-mail, and access to the Internet to help you do your job. This policy is designed to help you understand our expectations for the use of these resources and to help you use these resources wisely.

All employees should be aware that the Town of Kingston has the right, but not the duty, to monitor the computer, network, fax, voice mail, e-mail, and Internet use of all employees. For this reason, employees should not have any expectation of privacy in their use of our computers or other communications equipment, including e-mail and voice mail systems. The Town of Kingston reserves the right to suspend individual user accounts for violation of this policy and to take disciplinary action up to and including termination of employment for the misuse of these resources or other violations of this policy.

The following guidelines apply to all employees:

- Employees should be aware that in addition to monitoring e-mail messages sent and received on our system (including e-mail messages sent and received from personal e-mail accounts accessed from our system), we have the ability and the right to monitor such things as each Internet web site visit, newsgroup discussions, chat room discussions, computer network use, and voice mail accounts. Our computers and other communications equipment and the communications, information, and documents created on them are the property of the Town of Kingston and may be monitored by the Town at any time.
- Our computers and other communications equipment may not be used to violate any federal, state, or local laws or regulations. Use of any Town resources for illegal activity is grounds for immediate termination of employment, and we reserve the right to report the matter to law enforcement authorities. We will cooperate with any legitimate law enforcement investigation.
- The Town of Kingston reserves the right to inspect any and all files stored on our computer network, including any files in private areas of our network, in order to assure compliance with this policy.
- The display or transmission of any sexually explicit image or document on any Town system is a violation of our policy on sexual harassment. Our computers and other communications equipment also may not be used to transmit or display ethnic or racial slurs, or any other comment, message, or image that offensively addresses age, race, sex, sexual orientation, religion, national origin, disability, veteran status, or anything else that may be construed as harassing, discriminating, or disparaging of others. Transmission of harassing, discriminatory or otherwise objectionable e-mail or files is strictly prohibited.
- Transmission of any religious or political messages is strictly prohibited.
- Access to non-Town related, obscene or offensive web sites during working hours is strictly prohibited.
- Any personal use of our computers or other communications equipment for any commercial activity (other than Town business) is strictly prohibited, as is the use of our computers and communications equipment for anything that may not be in the best interest of the Town of Kingston including, but not limited to, activities that disclose any confidential or proprietary information of the Town.
- Town of Kingston computers and other communications equipment are to be for Town use only by authorized users. Non-employees may not use the Town computers, network, or other communications equipment for any reason other than assessing information.
- Use of another employee's account, user name, or password, or access to their personal files without their consent (by anyone other than authorized representatives of the town's IT services) is strictly prohibited. Obtaining, or trying to obtain, other users' passwords, or using programs that compromise security in any way is prohibited.

- All pass codes and passwords are the property of the Town of Kingston. No employee may use a pass code, password, or voice mail access code that has not been issued to that employee by the Town or that is unknown to the Town. Users of the Town of Kingston's computers, network, and other communications equipment must take reasonable precautions to prevent unauthorized access to our systems. Passwords should not be divulged to unauthorized persons.
- Destruction, theft, alteration, or any other form of sabotage of the Town of Kingston's computers, programs, software, hardware, networks, websites, files, data, and other communications equipment and resources is prohibited and will be investigated and prosecuted to the fullest extent of the law.
- The breaking into and/or corrupting of any of the Town of Kingston's computer, network, or other communications equipment is strictly prohibited. Hacking into third party computer or other information systems using the Town's technology is also prohibited, and will be reported to the authorities.
- Any vulnerability in the Town's computers, network, or other communications equipment or resources should be reported immediately to your Department Head.
- The use of viruses, worms, or other destructive programs is prohibited. If a virus, worm, or other destructive program is identified, it should be immediately reported to your Department Head. Who shall then inform the Board of Selectmen.
- Accessing the Town of Kingston's files or any other files on the network or the system that you did not create is prohibited unless you have prior authorization from your Department Head and the Board of Selectmen.
- Disruptive behavior such as intentionally destroying or modifying files on the network is strictly prohibited. Any form of tampering, including, but not limited to, snooping, drilling down, or hacking, or introducing malware or spyware is strictly prohibited.
- Confidential information is not to be transmitted over the Internet or otherwise disclosed without prior authorization and proper encryption. All Town of Kingston data and information is considered confidential unless the Town has granted permission for an employee to disclose that information or unless required by law. Accessing or attempting to access confidential data is strictly prohibited. Confidential information should be used only for its intended purpose. Employees' responsibility for confidentiality continues outside of work. Employees may not work on Town documents, data, or other business on home computers or other portable technology without the express prior approval of the Board of Selectmen.
- All employees are responsible for taking precautions to safeguard the physical security of the Town of Kingston's network, Internet, computers, and other communications equipment. Disks, CDs, USB portable drives, Zip drives, and other removable drive devices containing sensitive, confidential, or proprietary information should be stored in a locked drawer, whenever possible. Computers should be turned off when not in use for an extended period of time or when an employee is out of his or her office.

- Employees, unless authorized by their Department Head, are not allowed to introduce to our network, Internet, computers, or other communications equipment media from any external sources, including, but not limited to, CDs, disks, Zip drives, personal digital assistants (including, but not limited to, BlackBerries and palm pilots), USB portable drives, and other removable drive devices.
- Employees also may not copy, transmit, or otherwise remove any information from our network, Internet, computers, or other communications equipment to CDs, disks, Zip drives, personal digital assistants, USB portable drives, or other removable drive devices without prior authorization from their Department Head.
- Employees may not intentionally download anything from the Internet without prior authorization. This includes, but is not limited to, screensavers, music, E-mail stationary, and other images. If an email message is identified as being sent from someone other than a Town of Kingston employee or someone not engaging in Town business is opened and it contains a malicious virus, worm, or file; the employee could be held responsible for any damages.
- The Town of Kingston retains the copyright to any Town-related material posted to any forum, newsgroup, chat or World Wide Web page by any employee in the course of his/her duties.
- All information on the network, Internet, computers, and other communications equipment is the property of the Town of Kingston. Deleting, altering, or sharing confidential, proprietary, or any other information during employment or after separation from employment is prohibited, unless you have prior authorization. Upon separation from employment, any computer or other equipment, including CDs, disks, Zip drives, USB portable drives, personal digital assistants, and other removable drive devices, must be returned with the appropriate passwords, identification codes, and other information necessary for the Town of Kingston to continue using its equipment.
- All employees are required to report any violations, or suspected violations, of this policy.

CREDIT CARD POLICY

Purpose: To establish a policy for the procedures to be used by Department Heads or their employee designees relating to the use of town credit cards.

Policy: Use of a town credit card by a Department Head or employee is to be considered in the same light as is issuance of a purchase order, and will follow the same guidelines as those established by the Board of Selectmen for issuance of purchase orders. The same limits on pre-authorization and the same procedures for processing payments will apply.

Use of a credit card must in all cases be authorized by the Department Head, and credit cards should be used only when use of a purchase order is impractical, i.e., when making internet

purchases or when the vendor will not agree to billing the town for the purchase. The Finance Officer will verify the Department Head's authorization before processing payment for credit card charges.

A limit may be set on the credit card by the Board of Selectmen, but in no case shall a purchase be made that exceeds the set limit beyond which pre-authorization of the Board of Selectmen is required.

No Department Head or employee may use a town credit card for personal charges; no charge shall be put on a town credit card other than for bona fide town purchases.

Employees required to travel outside of town limits overnight may be pre-authorized to use a town credit card for lodging or meals only; in most cases it will be the policy of the town to pre-pay such charges.

In no case is a town credit card to be used to obtain a cash advance, ATM cash withdrawal, check, money order, etc.

Credit card bills are to be reviewed, authorized for payment, and forwarded to the Finance Officer in a timely manner so as to avoid interest and/or penalty charges.

Any incentives offered to the cardholder by the issuing bank will be the property of the town and will be delivered to the Finance Officer.

All credit card numbers, along with the customer service number of the issuing bank, are to be maintained by the Department Head for use in the event that a town credit card is lost or stolen. Cardholders are to take all necessary measures to ensure security of the card issued for their use; in no case shall a card or the card number be given to a third person for others to use on their behalf.

Misuse of a town credit card may result in loss of the privilege or in disciplinary action, up to and including termination of employment.

Credit cards will remain in the physical possession only of Department Heads, and will be temporarily issued into employee custody only as needed. Any use of a town credit card by a separated employee will be considered a theft and will be handled accordingly.

ANTI-FRAUD POLICY

Purpose: To further the town of Kingston's priority objective to protect its resources, assets, revenues and information from fraud or misuse or theft.

Policy: The town of Kingston recognizes a zero tolerance policy relative to embezzlement, misappropriation, fraud, or negligent loss or destruction of town assets, resources, or revenues. Evidence of and subsequent investigation into incidents of such activities may be subject to suspension, termination, demand for restitution, and/or criminal charges.

Employees of the town of Kingston are to make known to their Department Head any incidence of fraud of which they become aware. Department Heads shall report any such incident to the Kingston Police Department. The Police Department will report any such incident to the Board of Selectmen, and will update the Board as the investigation into such incident progresses.

Investigations will, to the extent possible, be conducted confidentially. Names of employees who report suspected incidents of fraud will be revealed only if required by law in the event legal action is undertaken.

Unless it is determined that an employee's report is in itself fraudulent in nature, an employee reporting an act of fraud or participating in the subsequent investigation shall not be subject to any adverse employment action. False allegations against another employee will be subject to disciplinary action up to and including dismissal.

Department Heads and employees are expected to minimize the opportunities and internal control lapses that would allow incidences of fraud to be successful.

PERSONAL DRESS

We expect all employees to come to work with a neat, well-groomed appearance and workplace appropriate clothing. Dress requirements may vary by department; however, certain rules apply across the board to all employees. All clothes should be clean and neat in appearance. Tight-fitting clothing, tank tops, bare midriff (half) shirts, shirts with bare backs, and short skirts or short dresses are not considered workplace appropriate clothing. Exceptions to the business attire policy may be made for inclement weather.

If an employee is not dressed or groomed appropriately for work, the employee may be sent home to change. This time will be unpaid unless otherwise required by law.

Any questions concerning dress should be directed to your Department Head.

INCLEMENT WEATHER

Employees generally are expected to report to work during inclement weather. However, there may be occasions when the Town of Kingston offices will be closed due to severe inclement weather. You should contact your Department Head for information as to whether the Town offices will be open for business.

If the Town of Kingston's departments are not closed due to severe inclement weather, but you are unable to get to work, then you must call your Department Head to explain why you cannot get to work. If you do not come to work because of inclement weather, you must use your earned vacation time or sick days. If your earned benefits have been exhausted, you will not be paid for the time missed, unless otherwise required by law.

If you are an hourly employee and you come to work and the Town of Kingston offices are closed because of weather, loss of electricity or an emergency beyond our control, you will be paid a minimum of two (2) hours or the time you worked, whichever is greater.

SOLICITATION AND DISTRIBUTION

No solicitation of any kind is permitted during working time, unless first approved by the Department Head. "Solicitation" is defined as requests for contributions, donations, raffles, lotteries, membership in organizations, attendance at events, or other similar conduct. "Working time" is defined as time during which the employee is scheduled to be working, exclusive of established break periods, meal times, and time before and after work hours. This rule applies to solicitations of both charitable and non-charitable causes.

No distribution of any non-work related written materials is permitted in any work area of any kind, unless first approved by the Department Head. "Work areas" are defined as any Town office or facility, other than designated break areas.

Employees may solicit or distribute materials only during break time or outside of scheduled work hours. Persons not employed by the Town of Kingston are likewise prohibited from distributing materials or soliciting employees on the Town's premises at any time, unless authorized by the Board of Selectmen.

PARKING FACILITIES

The Town of Kingston assumes no liability to any employee or official for any damage to or by any motor vehicle owned or operated by any employee or official on Town property.

MOTOR VEHICLE VIOLATIONS

All employees who operate Town of Kingston vehicles are required within 72 hours to notify his or her Department Head if they have been convicted of or plead nolo contendere to any and all motor vehicle violations. If the license of any employee who operates Town vehicles is suspended, revoked, or otherwise restricted, the employee must notify his or her Department Head within one working day of learning of the suspension, revocation, or restriction. Employees who are required but unable to drive and/or who fail to comply with this policy may be subject to discipline, up to and including termination of employment.

TOWN SECURITY

It is each employee's responsibility to help ensure that proper security measures are exercised at all times. You should be familiar with emergency exits and with alarm systems and the proper steps to take upon hearing them. Any suspicious person or events should be called to the immediate attention of the Police Department.

CONFLICT OF INTEREST

The Town of Kingston expects its employees and officials to conform to the highest ethical and legal standards. Employees are required to refrain from engaging in any activities that create a conflict or the appearance of a conflict of interest for personal gain. Examples of conduct and behavior that would violate this policy include, but are not limited to, the following:

- Investing in any of the Town's vendors or suppliers (unless the securities are publicly traded and the investments are on the same terms available to the general public, and not based on any inside information), or having any financial interest in a vendor or supplier that could cause divided loyalty or even the appearance of divided loyalty.
- Receiving any gifts or favors in any amount from, any members of the public, vendors, or suppliers.
- Using directly or indirectly, Town funds, assets, or other resources for any unlawful goal or purpose.

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

SUGGESTIONS AND IDEAS

We are always interested in your constructive ideas and suggestions for improving our operations. We believe that constructive suggestions indicate initiative on the part of an employee, and we encourage employees to submit them. A constructive suggestion notes an issue and offers a reasonable suggestion for improvement. Employees may submit any suggestions and ideas in writing to the Board of Selectmen.

STANDARDS OF CONDUCT

Any group of people who have come together for a common purpose must have rules that promote consistency, harmony, and support the objectives and missions of the Town of Kingston.

There are certain standards of common honesty and decent behavior that all employees are expected to follow. We believe that the following rules, which are not set out in any particular order, are necessary and reasonable for the proper conduct of our business.

We all know that no list of rules can be all inclusive. The following areas, however, are expressly described to guide you in the recognition of certain behaviors which are clearly prohibited and which can result in disciplinary action, up to an including discharge.

1. **Absence and Lateness:** Excessive absences and/or lateness; failure to report when absent; overstaying allotted break time.
2. **Employment/Town Records:** Making a false statement on the application form; falsifying Town of Kingston and employment records.
3. **Attitude:** Abusive language, uncooperativeness, abuse or neglect of visitors or residents, and abuse, neglect, or intentional destruction of Town of Kingston property.
4. **Safety:** Violation of safety regulations or endangering the health or safety of other persons.
5. **Employee Relations:** Abusive or profane language to another employee; intentional destruction of another employee's personal possessions; threatening bodily harm; intent to strike; striking another employee.
6. **Crime:** Conviction of a crime.
7. **Dishonesty:** Dishonesty to a coworker, resident, visitor or to the Town of Kingston.
8. **Incompetence:** Repetition of avoidable mistakes to a point that the mistakes demonstrate a disregard for the Town of Kingston's interest.
9. **Intoxicants:** Bringing, possessing, or using alcoholic beverages or illegal drugs on Town of Kingston property or while on the job; being under the influence of or testing positive for these substances during working hours may result in immediate discharge.
10. **Neglect of Duty:** Negligence in the performance of duties which conflict with the Town of Kingston's interest.
11. **Unsatisfactory Job Performance:** Failing to demonstrate the requisite skills or abilities to satisfactorily discharge the employee's duties.
12. **Weapons:** Possession of any kind of weapons on Town of Kingston property; except tools of the trade when properly & appropriately used.
13. **Telephone, Facsimile, Computer, E-Mail, Copier:** Excessive use of the Town of Kingston's telephone, facsimile, computer, e-mail, and copier for personal purposes.

14. **Theft or Destruction of Property:** The theft or negligent or intentional destruction of any Town of Kingston property or the personal property of a coworker, resident or visitor.
15. **Sexual or Other Unlawful Harassment:** Discrimination, sexual or other unlawful harassment, and inappropriate conduct in violation of the Town of Kingston policies.
16. **Insubordination:** Acting in an insubordinate manner toward any Department Head or any other directive of the Town of Kingston.
17. **Violation of the Town's Policies, Procedures or Rules:** Failing to follow the Town of Kingston's policies, procedures or rules.

DISCIPLINE

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

DISPUTE RESOLUTION PROCEDURE

If you feel you have a problem, you should present the situation to your Department Head so that the problem can be settled by examination and discussion of the facts. We hope that the Department Head will be able to satisfactorily resolve most matters.

An employee who is not satisfied with the Department Head's response is urged to go to the Department Head and again try to resolve the issue. If the matter is not resolved by the Department Head within fifteen (15) business days, the Grievance committee shall, upon written request, hear the dispute, after which, if the employee is still dissatisfied, the Board of Selectmen is available to discuss the issue. We urge every employee to follow through rather than be dissatisfied. Any complaint will be investigated and the findings and determination reported back to the employee.

Your suggestions and comments on any subject are important to us so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

PERSONNEL RECORDS

The Town of Kingston 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 our 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 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 with 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 of Kingston 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 the Finance Department as soon as possible of any changes in your name, address, telephone number, marital status, dependents and/or beneficiaries, withholding exemptions or any other information pertinent to personnel records.

PERFORMANCE APPRAISALS

In order for employees to improve performance and better understand the Town of Kingston's expectations, the performance of employees will be periodically reviewed. You will generally receive performance appraisals from your Department Head. However, job coaching is a continuing process throughout the course of employment, and you may meet with your Department Head to discuss performance more frequently.

Your Department Head 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 will have the opportunity to comment on and sign the review. Your signature on the performance appraisal form indicates that 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 of Kingston uses in connection with compensation, promotion, and retention decisions.

PROMOTIONS, TRANSFERS & JOB POSTINGS

The Town of Kingston 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 of Kingston and employee qualifications. We may also recruit individuals from outside of the Town, depending upon the circumstances.

In an effort to inform employees of promotion and transfer opportunities, we list vacancies for non-exempt positions on the bulletin boards. Employees who have at least twelve (12) months of service in their present position and 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 of Kingston, in its discretion, decides otherwise. However, a transfer or promotion initiated by the Town of Kingston 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 Finance Department. The Board of Selectmen 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 within the discretion of the Town of Kingston, unless otherwise governed by a collective bargaining agreement or other Town policy.

Employees will generally receive a performance evaluation within 180 days in a new position. Another performance evaluation will typically be conducted after 12 months of service in the new position. Employees may be eligible for a pay increase in conjunction with the 12 month evaluation, depending upon the circumstances.

EMPLOYMENT OF RELATIVES

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

VI. EMPLOYEE SAFETY AND HEALTH

HEALTH & SAFETY PROGRAM

Safety can only be achieved through teamwork. Each employee, Department Head, and official must practice safety awareness by being alert, anticipating unsafe situations, and reporting unsafe conditions immediately. Please observe the following precautions:

- a. Notify your Department Head of any emergency situations. If you are injured or become sick at work, no matter how slightly, you must inform your Department Head immediately.
- b. The use of alcoholic beverages, illegal drugs, or the abuse of legal drugs during work hours will not be tolerated. Possession of alcohol or any illegal drugs on Town of Kingston property is prohibited unless required in the performance of duty.
- c. The use, adjustment, and/or repair of machines or equipment are to be performed only by you if you are trained and qualified.
- d. You should get help when lifting or pushing heavy objects.
- e. Understand your job fully and follow instructions. If you are not sure of a safe procedure, ask your Department Head.
- f. Know locations, contents, and intended use of all first aid and fire fighting equipment.
- g. Wear personal protective equipment in accordance with the job you are performing. Use of a seatbelt is required in any vehicle used in the performance of duty, unless otherwise directed by your Department Head.
- h. Understand and practice all safety procedures when handling, loading, or transporting hazardous materials.
- i. All job descriptions include keeping our facilities and lots clean and safe. Every employee must participate in this effort.

Violations of safety precautions may lead to disciplinary action.

SAFETY COMMITTEE

The Town of Kingston maintains an active Safety Committee comprised equally of management and regular employees, which meets quarterly. All participation is voluntary and is strongly encouraged. If you are interested in becoming a member, please see Board of Selectmen for details.

WORKPLACE VIOLENCE

Unfortunately, violence in the workplace has become a reality for many employers. We hope that we never have to face this growing problem. The Town of Kingston therefore prohibits employees from bringing weapons on our premises, including our parking lots (weapons will not include tools of the trade when properly and appropriately used). Moreover, violence and verbal and physical threats of violence of any kind in the workplace or on Town of Kingston property will not be tolerated, and employees engaging in such conduct will be subject to discipline, up to and including separation from employment. Appropriate action may also include notifying the police or other law enforcement and prosecuting violators of this policy. If you become aware of any violence or threat of violence, you must immediately report the matter to your Department Head.

ALCOHOL AND DRUG POLICY

Manufacture, distribution, transfer, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on the Town of Kingston's premises or while using Town-owned property, such as vehicles, is strictly prohibited, unless required in the performance of duty. This includes use of prescription drugs which have not been prescribed for you. These activities constitute serious violations of the Town of Kingston's rules. Such behavior jeopardizes the Town and can create situations that are unsafe or substantially interfere with an employee's job performance.

This policy also applies to any prescription drugs that may have an adverse impact on an employee's ability to work safely while using these drugs. An employee using a drug that has been prescribed by a licensed physician for personal use shall report the use of that drug to his or her Department Head if such drug might reasonably be expected to impair the employee's ability to safely perform the duties of the job to which the employee is assigned. Any information reported in accordance with this policy will be maintained as confidential and shared only with those in management with a legitimate need to know.

Employees in violation of this policy are subject to appropriate disciplinary action, up to and including dismissal.

SMOKING POLICY

The Town of Kingston is committed to providing a safe, healthy, and smoke-free work environment for our employees, visitors, and vendors. Consistent with our commitment and state law, we have declared a no smoking policy within our buildings and in Town vehicles.

No smoking is allowed in any areas of Town buildings. Anyone wishing to smoke must do so only during authorized breaks outside Town buildings. The Town of Kingston hopes and expects that our employees will comply with the non-smoking policy. If you have a concern or

complaint with respect to any employee, visitor, or vendor violating this policy, please report such concern or complaint to your Department Head.

If an employee fails to comply with these rules, the employee will be subject to disciplinary action, up to and including termination.

WORKPLACE SEARCHES

To safeguard the safety and property of our employees, residents, and the Town of Kingston and to help prevent the possession and use of weapons and illegal drugs on Town premises, it may become necessary to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from Town of Kingston property. In addition, the Town of Kingston reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises in pursuit of our concern to safeguard the safety and property of employees and the Town of Kingston. Employees should understand that all offices, desks, files, lockers, and so forth, are the property of the Town of Kingston and are issued for the use of employees only during their employment with the Town of Kingston. Inspections may be conducted at any time at the discretion of the Town of Kingston.

Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property, weapons, or illegal drugs, may be subject to disciplinary action, up to and including discharge.

VII. SEPARATION FROM EMPLOYMENT

REQUESTED NOTICE OF DECISION TO TERMINATE EMPLOYMENT

Should you decide to resign from your employment with the Town of Kingston, we ask that you notify your Department Head of your decision at least two (2) weeks in advance of your planned departure date. Your thoughtfulness will be appreciated, and will allow the Town of Kingston to maintain work schedules and provide important services to the public.

EXIT INTERVIEWS

In most instances, employees who terminate their employment will be asked to participate in an exit interview with your Department Head. The purpose of the exit interview is to discuss any relevant separation benefits and benefit continuation, and to receive feedback from you on ways in which our Town can improve our operations and retention of employees.