



# **TOWN OF AUBURN, NEW HAMPSHIRE**

## **PERSONNEL POLICY**

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# TOWN OF AUBURN

April 25, 2024

Dear Employee,

Welcome to the Town of Auburn! We are pleased you have joined us. Our goal is to provide residents with the finest and most efficient services possible, and you will be an important part of that effort.

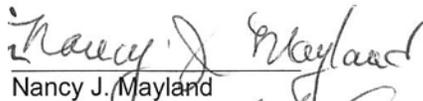
This policy applies to all employees of the Town, including those under the supervision of the Board of Selectmen, Police Commission, and Griffin Free Public Library. It explains our policies and benefits, but is not intended to be address all possible applications of, or exceptions to, Town policy. Please feel free to bring any questions or concerns to your department head. The Town Administrator is available to all employees as well. This policy supersedes any prior version, or other written or verbal statement of policy, which may have been issued by the town's governing bodies.

Again, welcome to Auburn. We hope that you will find your work to be both challenging and rewarding.

Sincerely,

  
Keith N. Leclair

  
David C. Dion

  
Nancy J. Mayland

Board of Selectmen, Chair  
Chair

Police Commission, Chair

Library Trustees,

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**TOWN OF AUBURN, NEW HAMPSHIRE**  
**PERSONNEL POLICY**

**1. General Provisions**

The purpose of this Personnel Policy is to establish policies and procedures in order to ensure, insofar as possible, uniform treatment and administration of personnel employed by the Town of Auburn. It applies to all employees of the Town of Auburn, including the Auburn Police Department and the Griffen Free Public Library. It does not apply to elected officials or members of various boards, committees, and commissions of the Town government.

This manual outlines the policies towards the various phases of your employment, and will aid in achieving fair and equitable interpretations of policy. The Town is committed to providing equal opportunities for all persons making application for employment and for equity in treatment and advancement opportunities for our employees.

It is not the intent of this policy nor should it be interpreted as being an offer or an enforceable obligation on the part of the Town. Neither the text of these policies, nor that of any policy or procedure statement of the Town, is intended to be, or should be construed as a contract of employment nor as a contract guaranteeing continued employment. Although we hope that your employment relationship with the Town or the Library will be mutually rewarding, employment with the Town or the Library is at will in accordance with New Hampshire state statutes, and may be terminated by you or the Town.

The overall responsibility for administration of this plan rests with the Board of Selectmen, Board of Police Commissioners, Board of Library Trustees or their designated representative. Department Heads are responsible for administration of the plan within their department. To ensure the joint nature of this policy, the three Boards will act together at a joint meeting to alter the terms of the Personnel Policy. Questions regarding any policy should be directed to your Department Head or the administrative body which has authority for the respective department.

If there are inconsistencies and/or conflicting rules and regulations between this personnel manual and Standard Operating Guidelines (SOGs) or Standard Operating Procedures (SOPs) within departments which operate under a commission, the departmental SOGs or SOPs shall take precedence over the Town policy as stated herein with respect to employees within that department only.

This manual supersedes any previous Personnel Plan or other written or verbal statement of policy, which many have been previously issued by the Town or governing boards.

The Board of Selectmen, Police Commission and the Board of Library Trustees of the Town of Auburn may alter the terms described in the Personnel Policy as described in Section 20.

### **1:1 Employment at Will**

Unless otherwise provided, all employees are employed at will. Either the Town of Auburn or the employee may end the employment relationship at any time. Exclusions to this provision can be provided in a written employment contract signed by the Board of Selectmen, Library Trustees or Police Commissioners; or be provisions of state statute (i.e. – RSA 105:2- a – Police Chiefs or RSA 105-C: 4 – Police Personnel).

### **1:2 Equal Employment Opportunity (EEO) Policy**

It is the policy of the Town to select, develop and promote employees based upon individual ability and job performance. It has been, and will continue to be, the policy of the Town to provide equal employment opportunity to all people in all aspects of employer/employee relations without discrimination because of race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, citizenship status, marital status, age, disability, genetic information, or veterans' status. The commitment and policy applies to all aspects of employment, including recruitment, hiring, promotion, training, compensation, benefits and other terms and conditions of employment. It is further the policy of the Town to comply with the letter and spirit of applicable local, state and federal statutes concerning equal employment opportunity.

### **1:3 Americans with Disability Act (ADA) Policy**

The Town will offer equal employment opportunities for qualified individuals who may have a physical or mental disability, but can still perform the essential functions of the job with or without reasonable accommodation. The Town will provide reasonable accommodations to these employees protected by the ADA who can perform the essential functions of the job, if the accommodation does not provide an "undue hardship" on the Town.

### **1:4 Your Employer**

All staff persons in each of the Town's departments of the Town of Auburn: General Government, Elections & Registrations, Financial Administration, Planning & Zoning, Highway & Safety, Police Department, Fire Department (Full Time), Emergency Management, Health & Welfare, Animal Control, Recreation, and Conservation are employed by the Town of Auburn. Although the Library Trustees have adopted this Personnel Policy as their own, all staff persons of the Griffin Free Public Library are employees of the Griffin Free Public Library. For the purposes of this policy, the term "Town employee" shall be defined to mean both Town employees and employees of the Griffin Free Public Library.

Some departments may be governed by a statutorily appointed or elected board or commission, and may be subject to some different personnel and policy procedures than outlined in this manual, in accordance with applicable RSA's. For example, the Police Department operates under a Police Commission per RSA 105: C, as adopted and voted on at Town Meeting in March 1996. The Library operates under the Library Trustees Board per RSA 202-A: 11.

### **1.5 Personnel Files**

Personnel files are the property of the Town of Auburn and are in the custody of the administrative agents of the Town of Auburn. These are permanent records to be maintained by

the municipality. Access is limited to the appropriate administrative agents, department managers and/or supervisors and administrative staff. The Town will take all reasonable steps to keep personnel files confidential from unauthorized access to the extent permitted by law. Town employees who breach this confidentiality standard may be disciplined.

Employee personnel files must remain in the office of the appropriate administrative agents. Employees may request access to their personnel files. In conformity with NH RSA 275:56, employees shall have a reasonable opportunity to inspect their personnel files and, upon request, to obtain a copy of all or part of the file. A mutually agreed upon date and time for review of the file will be set. The file will be reviewed under the supervision of the appropriate administrative agent(s). After the review has taken place, the individual reviewing the file will sign a statement that the review is complete. This statement will be filed in the personnel file.

If a document properly located in the personnel file specifically indicates “to be removed” at a definite time, the document may be removed from the personnel file by the appropriate administrative agent only.

Requests for copies of documents in the personnel file must be made in writing and must specifically identify the document if the request is for less than the entire file. One copy of any document or the entire file will be provided to the employee without charge; the Town is not responsible for providing the employee with any additional copies. Copies will be provided at a later agreed upon time.

Employees may insert rebuttals of any information in their personnel files with which they disagree. Rebuttals will become a permanent part of the employee’s personnel file.

It shall be the policy of the Town that an employee’s personnel file may only be viewed by the employee and the appropriate management authority (ies) of the Town. The employee retains the right to allow a third party to view or have copies of his or her personnel file through the submission of specific, written authorization to the Town to do so.

Access will be granted in the same manner as above for the Human Resources file described in Section 17:4.

### **1:6 Dress Code**

As representatives of the Town of Auburn, it is important that work areas be neat and clean, and dress be tactfully appropriate during business hours. Staff should consider their audience and activities when determining “appropriate” attire. It is up to the discretion of the appropriate administrative agent to deem attire inappropriate. Employees who violate the “appropriate” dress code will be verbally asked to conform to it. Repeated violators may be subject to discipline.

Where uniforms are required for Town employees, the Town of Auburn will furnish the uniform that is required for that position. The uniform standards for the Auburn Police Department are contained in the department’s SOPs, while the uniform standards for the Auburn Fire Department are contained in the department’s SOGs.

### **1:7 Nepotism**

Immediate family members (as defined in Section 7:5) may not work in the same department if

the employment relationship is such that one family member is directly supervised by another or when the employment relationship may cause a potential conflict of interest.

### **1:8 Town Owned Property**

#### **1:8.1 Use of Business Equipment**

- A) All telecommunications, computer and electronic equipment, including hardware, software and portable equipment, are the property of the employer. The employer reserves the right to monitor, access, change, delete, review or retrieve any and all information stored, accessed by or transmitted on any device within its operations.
- B) This equipment is provided for business purposes, and employees should not use it for any offensive, inappropriate, unethical, improper or unlawful purpose.
- C) Upon separation of employment, or at any other time upon request, an employee is required to deliver to the employer all Town equipment and passwords.
- D) All necessary software for computer/telecommunications will be provided by the Town as the position and device requires. The Town will be responsible for all licensing and training as needed. Employees shall not add any software or hardware to any device owned by the Town without proper permission by the appropriate authority.
- E) The use of this equipment, software and services shall be restricted to business use. However, it is recognized that some incidental personal use may occur. It is expected that personal use, incidental or otherwise, be kept at a reasonable minimum.
- F) Computer programs and work product are valuable intellectual property. Software is typically property protected, and legal protections can also exist for text and graphics on web sites. Judgment should be used in downloading any information. No personal software should be installed on any Town computer.
- G) Employees shall maintain any information necessary to comply with the Right to Know law(s).

#### **1:8.2 Other Devices and Town Property**

The Town may provide additional equipment or devices that are not specifically stated in this manual, but are provided to enhance the employee's ability to do their job. These items can include, but are not limited to, vehicles, radios, emergency equipment, guns, Tasers, recording devices, saws, generators or other items furnished by the Town. The employee is responsible for all such items while they are in their care and their use is intended for business purposes only. Employees will follow all instructions, department SOG's and SOP's set forth for the use of such items. All items, including items not specifically stated here, are understood to be the property of the Town and employees are to treat such equipment/devices with due care. Should any employee leave the Town's employ or should the Town request it be turned in at any other time, all equipment and devices shall be promptly returned to the Town in appropriate condition.

### **1:9 Absenteeism**

It is the expectation of the Town that all employees regularly report for work as scheduled. If an employee is going to be tardy or absent on any given day, s/he is to call his/her

supervisor/department head prior to the start of his/her scheduled shift. Excessive absenteeism and/or tardiness may result in disciplinary action, up to and including termination of employment.

### **1:10 Confidentiality**

During the course of employment, employees may gain access to confidential information. Such information shall be kept confidential and shall not be used by employees except in connection with the performance of their job duties. Misuse of confidential information may result in disciplinary action, up to and including termination of employment.

### **1:11 Disaster Declaration / Emergency Operations**

In the event of natural or man-made emergencies or disasters are declared, necessitating the implementation of the Town of Auburn's Emergency Operations Plan, all Town resources and personnel will be under the direction of the Board of Selectmen and the Auburn Emergency Management Director for the duration of the emergency declaration, in accordance with the Town of Auburn Emergency Operations Plan.

### **1:12 Definitions**

For the purpose of these rules and regulations, the following words and terms shall have the meaning indicated below:

#### **1:12.1 Appointing or Hiring Authority:**

Shall mean the Board of Selectmen, who shall be the final appointing and terminating authority for all positions within Town Government unless otherwise established by statute, ordinance, or legal vote of the Town (Town Meeting). The Police Commission is the appointing or hiring authority for positions within the Auburn Police Department pursuant to the provisions of RSA 105: C. The Board of Library Trustees is the appointing or hiring authority for the Griffin Public Library pursuant to the provisions of RSA 202-A. Appointments and terminations may, however, be delegated to the Town Administrator or Department Heads, or made on the basis of recommendations by the Town Administrator or Department Heads.

#### **1:12.2 Administrative Agent:**

Shall mean the Town Administrator or designee for general Town Government; the Chief of Police or designee for the Auburn Police Department; and the Library Director or designee for the Griffin Public Library.

#### **1:12.3 Compensation:**

Is intended to mean all salary, wages, fees, and other forms of valuable consideration earned or paid to any employee by reason of service in the position, but do not include allowances for expenses authorized or incurred as incidents of employment.

#### **1:12.4 Demotion:**

Shall mean a change of the employment status of an employee to a position having a lower salary rate.

#### **1:12.5 Employee:**

Shall mean a person who has been appointed to a position in the Town service within the guidelines of the Town of Auburn Personnel Plan.

**1:12.6 Full-Time Employee:**

Shall mean a person who works a standard work week of thirty-five (35) or more hours on a continuing or indefinite basis. Full-time employees receive all benefits and rights provided in these policies, upon successful completion of the probationary period. Individual job descriptions for Town positions will indicate if the position is a full-time position.

**1:12.7 Part-Time Employee:**

Shall mean a person who works less than the regular work week of thirty-five (35) hours on a continuing or indefinite basis. Part-time employees do not qualify for health or dental insurance or retirement benefits or earned time accrual. This group of employees includes Firefighter/EMS workers also known as “per diem” workers that work occasional and irregular shifts. Individual job descriptions for Town positions will indicate if the position is a part-time position.

**1:12.8 Seasonal Employee:**

Shall mean a person hired for work that can only be performed during certain times of the year, and does not maintain continuous regular employment with the Town. The hours of work for this type of position may vary due to weather and other factors, which could affect work schedules. Individual job descriptions for Town positions will indicate if the position is a seasonal position.

**1:12.9 Temporary Employee:**

Shall mean a person hired to work for a defined, but limited, period of time for a special project, emergency, or the filling of the position of an employee during an absence. . The benefits offered to a temporary employee will be assessed in light of applicable federal and state laws, and these rules. Hours of work may be less than the standard work week.

**1:12.10 Salaried Employee:**

Shall mean any employee who under an employment agreement or as a matter of policy or practice, regularly receives each pay period a predetermined or fixed amount of money constituting compensation, based on a predetermined amount of wages to be paid as determined by a daily rate, weekly rate, bi-weekly rate, semi-monthly rate or monthly rate, and which amount is not subject to reduction because of variations in the quality or quantity of the work performed and regardless of the hours or days worked except as otherwise provided in statute (RSA 275:42).

**1:12.11 Hourly Employee:**

Shall mean an individual who is compensated for labor or services rendered by an employee on a time basis. Hourly employees shall be eligible to earn overtime pay as defined in this policy and under applicable state and federal law.

**1:12.13 Employment Examinations:**

Shall mean a qualifying examination, which may be given to all applicants for original appointment in the service of the Town, to determine their general fitness for service of the Town, and with respect to the particular job for which they are applying. In addition, the Town will seek the chosen applicant’s permission to conduct a background check as a condition of employment and may require participation in a pre-employment drug and alcohol test.

For those positions in Town service that require particular physical conditions in order to properly carry out or withstand the prescribed tasks of the position, it may be necessary for job

applicants to pass a medical evaluation by a Town selected and paid physician following an employment offer. Such medical examinations will be based on bona fide occupation standards that reasonably relate to the position in question, with consideration given by the Town to accommodating physical handicaps and limitations.

**1:12.15 Promotional Examination:**

Shall mean a test or examination which may include a written, oral, and/or physical fitness portion to determine the qualifications of an individual to fill a higher position within the Town Compensation Plan.

**1:12.17 Performance Evaluations and Fitness for Duty:**

The Town will continue to evaluate the performance of its employees and their fitness for the performance of their duties. The Town will continue to determine the types and frequencies of such evaluations. Such evaluations may include medical examination by a physician, a physical fitness review or random drug & alcohol testing, in addition to an objective analysis of each employee's competence and skill in carrying out his/her assigned duties over a defined period of time. The employee shall be permitted to permanently affix any written responses to such evaluations and shall receive a copy thereof.

**1:12.18 Pay Period / Work Week:**

The work week for the Town of Auburn shall be 12:00 AM Sunday through 11:59 PM Saturday. The pay period for the Town of Auburn will be bi-weekly. Department heads shall submit payroll accounts and time sheets bi-weekly to the designee of the Board of Selectmen no later than Monday morning at 10:00 AM during the week payroll is to be issued. A failure to submit time sheets by that time could result in no check being issued at that time to the affected employee(s).

**1:12.19 Pay Day:**

Pay checks for Town of Auburn employees will be issued bi-weekly on Wednesday.

**1:12.20 Fiscal Year:**

The fiscal year for the Town of Auburn will be from January 1 through December 31.

**1:12.21 Anniversary Date:**

Shall mean the original start date of work for any given employee. This is intended to be the first date a given employee is on payroll status for work performed. The Anniversary Date shall be determined by the Selectmen's Office through the Town's official payroll records system.

**1:12.22 Call Firefighters:**

Call firefighters means any member other than a full-time employee or the Fire Chief who receives payment for each emergency response with the Auburn Fire Department (RSA 154:1-d, II). Call firefighters are subject to the provisions and processes detailed in the Standard Operating Guidelines/ Policies of the Auburn Fire Department. Call Firefighters are also subject to the following policy sections of this Personnel Policy:

- 9.5 Workers Compensation
- 10 Workplace health and safety
- 11 Workplace safety
- 15 Harassment

- 16 Indemnification
- 17 Misc

### **1:12.23 Time Worked:**

Shall mean all time actually worked while acting directly in the scope of employment, but not including any sick, vacation, holiday or other earned leave with pay granted by the Town.

### **1:12.24 Non-Certified Police Officer:**

Is one who has not yet received his or her certification from the NH Police Standards & Training Council and is required to work under the direct supervision of a Field Training Officer, in order to perform responsible and visible law enforcement duties, including patrol and a variety of other duties to preserve the peace and protect persons and property in the Town, and enforce Federal and State laws and local ordinances and bylaws.

## **2. Staff Supervision**

The Department Heads shall be responsible to the appropriate appointing authority for the satisfactory performance of his/her duties. All other employees shall be under the supervision of the Department Heads. The Department Heads shall administer these personnel policies. However, recruiting, employing, evaluating, disciplining and discharging of employees are within the final authority of the appropriate appointing authority. In any incident where an individual member of the administrative staff has a complaint about the performance of an employee, s/he shall bring that concern to the attention of the Department Head who shall report it to the appropriate appointing authority. Necessary corrective action, if any, will be initiated at that time.

In the event that the complaint is of such a nature as to potentially give rise to disciplinary action ranging from a written warning or entry in the employee's personnel file, the complaint shall be in writing, dated and signed.

An employee who receives a complaint about another employee will inform the Department Head who will report it to the appropriate appointing authority. Necessary corrective action, if any, will be initiated at that time.

### **2:1 Chain of Command**

It is expected and required that all employees will follow the levels of authority, sometimes referred to as the chain of command, in reporting grievances, problems, violations of laws, policies and procedures, etc.

The only exception to this policy will be for reports of harassment. However, no retaliatory action shall be taken against any employee who reports violations of federal and/or state laws to a regulatory authority pursuant to the provisions of the state "Whistle Blowers Law" (RSA 275-E).

## **3. Selection and Probationary Period**

The appropriate appointing authority will hire and promote employees after consulting with the appropriate Department Heads.

### **3:1 Recruitment**

Employment will be filled from within when possible and when in the best interest of the employer, as determined by the appointing authority. Staff position recruitment may be posted and/or advertised in local, statewide and/or regional newspapers, targeted publications, online services, and the town's web site.

As the Town's Human Resource Officer, the Town Administrator should be consulted to at least review the recruitment posting and advertisement before they are posted.

Elected Officials may be ineligible to apply for positions within the Town of Auburn under circumstances when a "conflict of interest" may arise.

### **3:2 Promotion**

It shall be the policy of the Town to seek the most qualified individuals to fill all positions. Promotion shall be used wherever possible to recognize skill, performance and service with the Town. In making a promotion decision, the Town will assess current employees for the necessary skills for the position being filled. An individual's performance in their current position will be weighed as an indicator of likely success in a new position.

An employee promoted to a higher classification shall serve a six-month probation period in that higher classification. The probation may be extended by mutual consent of the department and the individual. However, any extension or extensions shall not exceed ninety (90) cumulative days. The hiring authority retains the right to waive a probationary period for employment due to promotion if they deem it to be in the best interest of the Town.

### **3:2 Selection**

All resumes received are reviewed by the appropriate administrative agent and any other personnel needed to determine whether the candidate maintains credentials that apply to the available position. Selected qualified applicants are invited to interview. Depending on the position requirements, specialized skill testing may be required.

The typical selection process involves a review of applications and resumes by the appropriate administrative agent, interviews, and for some positions, specialized skill testing.

Conditional offers of employment will be extended once the preferred candidate is identified. When a conditional offer of employment is accepted by an applicant, the Town may then check references, perform a background check and, depending on the position, other reviews such as a criminal records check, credit check, medical examination, physical agility, license review, and/or other testing as may be deemed appropriate and necessary for the position. Completion of all requested such checks is a condition of employment. Offers will be revoked if results are incomplete or unsatisfactory to the administrative agent or appointing authority.

### **3:3 Probationary Period**

All persons hired or changing to a new job description will serve a probationary period. This probationary period will be a minimum of twelve (12) months.

Employee performance shall be reviewed on a regular basis to determine skill levels, adaptation to the job and the work environment, adaptation to fellow employees, and the need, if any, for additional training. Continued employment will be contingent upon an acceptable employment review at the end of the probationary period.

Administrative agents may consider an extended probationary period to permit further evaluation, which shall not exceed ninety (90) days. There shall be only one extension of a probationary period granted for any probationary employee.

## **4. Compensation**

### **4:1 Rate of Pay**

Upon hire, an employee's rate of pay will be determined and established by the appropriate appointing authority in accordance with the pay range for the position. Wages are included in the Town of Auburn's Wage Scale, included as Appendix B of this policy. All employees shall be paid on the basis of an hourly wage rate or an equivalent salary.

All employees shall be hired at a rate of pay that is established by the Town of Auburn Salary Classification Plan (Appendix A) and the Town of Auburn Wage Schedule (Appendix B).

No new hire shall be paid at a higher rate of pay than the Step 11 for that position in the Wage Schedule.

No employee who is promoted to a new position with a new Labor Grade shall be paid at a rate that is less than their current position, or at the highest step possible for the Labor Grade of their new position. This will ensure there is room for financial growth for the employee while they are working for the Town of Auburn.

The appointing authority of any new hire or promoted employee shall establish the rate of pay by the time of hire in accordance with the Wage Schedule and NH RSA 275:49, and shall immediately provide notice of the rate to the Selectmen's Office. The Town Administrator shall certify the designated Labor Grade and Step for all new hires and promoted employees in accordance with this policy, the Salary Classification Plan and the Wage Scale, or shall return notice to the appointing authority for correction.

#### **4:1.1 Step Increases**

Step Increases shall be processed and issued to employees eligible for Step Increases based on the Town of Auburn Wage Schedule on an annual basis. Step increases will be implemented in the pay cycle following each employee's individual anniversary date, and are contingent upon a positive job performance review. The issuance of step Increases shall be subject to funds being available for such increases, and shall only be issued on a system-wide basis and not a department to department basis. For eligible employees whose anniversary dates fall between January and March, retroactive step increases shall be provided in April, contingent upon funds being available in the adopted operating budget.

For full-time employees who have reached the maximum of Step 20 for their position, the Town will consider the issuance of a Merit Recognition payment in lieu of a Step Increase at the employee's anniversary date, contingent upon a positive job performance review. Merit

Recognition payments, if approved, will be equal to 2% of the employee's annual base salary or wages.

A pro-rated Merit Recognition payment would be considered for eligible part-time employees, based upon average hours worked.

#### **4:1.2 Cost of Living Adjustment (COLA) Increases**

Cost of Living Adjustment (COLA) increases may be approved by the Board of Selectmen and given to all employees in April of each year. COLA increases shall be subject to funds being available for such increases, and shall only be issued on a system-wide basis and not a department to department basis. COLA increases are generally incorporated into the Operating Budget.

The annual COLA shall be determined as the average between the Consumer Price Index (CPI) for the Northeast and the Social Security COLA published in October each year. If this produces a negative number, no COLA increases will be issued.,

The Town Administrator shall adjust the Town of Auburn Wage Schedule (Appendix B) whenever a COLA increase is provided for Town employees.

#### **4:2 Overtime**

Overtime for time worked shall be compensated at a rate of one and one-half times the employee's normal hourly rate. Overtime must be approved in advance by the employee's Department Head. Employees who fail to obtain approval for overtime may be subject to discipline.

Salaried (exempt) employees are not eligible for overtime. Part-time and seasonal employees are eligible for overtime. Fire Department SOGs and the Auburn Police Union contract address specific aspects of overtime for those departments.

#### **4:3 Compensatory Time**

Non-exempt employees who are entitled to overtime may choose time off in lieu of monetary overtime compensation. . Exempt employees are not entitled to compensatory time. Compensatory time received in lieu of cash will be at the rate of one and one-half hours of compensatory time for each hour of overtime work. Upon termination of employment for any reason, an employee shall be paid for unused compensatory time at the employee's final regular rate. When the employee requests the use of accrued compensatory time, the request shall be honored within a reasonable period of time unless doing so would unduly disrupt the Town's operation. (Mere inconvenience to the employer is an insufficient basis for denial of a request for compensatory time off.)

Regular non-exempt employees may accrue a maximum of 40 hours of compensatory time.

Use of compensatory time must be approved in advance by the Department Head.

Compensatory Time will not be allowed to be carried forward from year to year.

Upon termination, or on December 31<sup>st</sup> of each year, accrued compensatory time shall be paid for the time worked in accordance with federal and state law.

#### **4:4 Full-Time Fire Fighter Call Back**

Full-time Fire Fighters are eligible for Call Back Pay with approval of the Fire Chief and in accordance with the Department's SOP. Call Back Pay is equal to one and one half times the employee's normal hourly rate.

### **5. Hours of Work and Breaks**

#### **5.1 Workday**

The length of the normal workday shall be (8) hours. Normal office hours will be defined and published by the appropriate administrative agent.

#### **5:2 Lunch Break**

All employees are entitled to a lunch break of reasonable length during the workday. At no time is the work place to be left unattended during the normal workday.

Hourly Employees scheduled to work more than five hours are entitled to a 30-minute break, which will be paid time if the employee is required to remain at their workplace during that time.

#### **5:3 NH Retirement System Retirees**

State law and administrative rules place limits on the number of hours that NH Retirement System Retirees are permitted to work, when employed by NHRS participating employers. The Town and its hiring authorities are all participating employers. It is the responsibility of any employee subject to such limitations to manage their work schedule and communicate with their supervisor about their limitations throughout the year.

### **6. Compensated Absences**

All employees must complete a ninety (90) day waiting period prior to becoming eligible for compensated absences other than earned time.

#### **6:1 Holidays**

The Town of Auburn recognizes (11) paid holidays: New Year's Day, President's Day, Civil Rights/Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and floating holiday(s).

The Library recognizes 11 paid holidays: New Year's Day, Independence Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day, Year's Eve Day and 3 floating holidays.

If a holiday falls on Sunday, the work holiday will be observed on the following Monday. Likewise, if the holiday falls on Saturday, the work holiday will be observed on the previous Friday.

All hourly employees will receive their regular rate & hours of pay for recognized holidays. Part-time employees with varying regular schedules will receive four hours' pay. Salaried employees will receive a day off but do not receive any additional compensation whether they work on a holiday or not.

All employees will be granted a total of 11 holidays per year. These include the 10 specific town-wide holidays listed above, and floating holiday(s) on other dates approved by the department head.

If an hourly employee is required to work on a holiday, s/he will be compensated at the rate of two times the employee's normal hourly rate. This additional compensation will be applied to the actual holiday, regardless of Monday or Friday observations noted above.

In order to receive holiday compensation, employees must work their regularly scheduled workday before and after the holiday, unless prior arrangements have been made with the appropriate Department Head.

Holidays are issued on a "use or lose" basis. They are a defined benefit under statute and are not an accrued benefit that can be carried forward into another pay period or calendar year.

### **6:2 Earned Time**

Earned time is a combination of traditional vacation, sick, and personal time. Employees "earn" time off with hours worked, and can use Earned Time for any purpose.

#### **6:2.1 Eligibility**

Employees who are employed in a permanent position and regularly scheduled to work at least 35 hours per week accrue earned time with each pay period. All employees begin accruing earned time on a monthly basis from the start of their employment with the Town. The accrual rate increases with an employee's years of employment with the town. Part-time employees are not eligible for earned time.

The amount of earned time is accrued as follows:

Full-Time Employee Earned Time Accrual				
Time Earned				
Full Years of Service Completed	40 & 42 hr/week Employees		35 hr/week Employees	
	Hours per Year	Hours per Pay Period	Hours per Year	Hours per Pay Period
Up to 1 Year	88	3.385	77	2.962
1 - 4 Years	128	4.923	112	4.308
5 - 9 Years	168	6.462	147	5.654
10+ Years	208	8.0	182	7.0

For the purposes of this policy, years of service will be calculated from the date of continuous full-time employment with the Town.

Employees called to temporary duty by the appropriate administrative agent or their designee during earned time leave, shall be paid at the rate of 1.5 times their hourly rate. Such employee shall also not lose any earned time.

### **6:2.3 Earned Time Usage**

Earned time must be taken to cover absence for any reason, including illness, vacation, funeral (other than bereavement leave), dentist or doctor visits, etc., Earned time may be used any time after being earned, subject to the following:

- The employee and his/her supervisor, prior to the date of absence will mutually agree upon all planned absences.
- Earned time may be used during an employee's probationary period, at a rate up to one day per month
- Earned time may be used before it is earned, with the Department Head's prior written consent, to a maximum of 24 hours of leave.

### **6:2.4 Minimum Usage Required**

There is a minimum usage of earned days required each year for all employees. Employees shall be required to use a minimum of two weeks (10 days) of Earned Time. Employees with less than six (6) months of service are exempt from minimum usage requirements.

Should an employee fail to use the minimum requirement of two weeks (10 days) of Earned Time, they will forfeit their ability to carry forward any Earned Time from that year.

Appointing Authorities may waive this minimum usage requirement if an employee was unable to use earned time due to the needs of the Town, such as covering vacancies or other short-term needs.

### **6:2.5 Maximum Accrual of Earned Time**

The maximum accrual as of December 31st of each year shall be calculated in hours and will be the equivalent of forty-five (45) days to ensure an employee has sufficient time available in the event of a major health or personal event which requires time away from work.

Accrued Earned Time up to a maximum of 360 hours for 40 hour per week employees or a maximum of 315 hours for 35 hour per week employees will be paid at the time of termination or retirement. A notice period of two (2) weeks is considered to be appropriate and normal for any employee termination.

Exceptions to such notice requirements may be granted by the appropriate administrative agent. Employees may leave earned time earnings intact, pending recall, if the nature of their absence from employment is layoff.

For employees hired by the Town after November 1, 2021, the maximum amount of Accrued Earned Time shall be 160 hours for 40 hour per week employees or a maximum of 142 hours for 35 hour per week employees.

Earned time is paid at the pay rate at the time of termination.

## **6:2.6 Suspension of Earned Time Accrual When Not Working Under Full-Time Status**

Should a full-time employee be in a situation where their actual work hours become something less than full-time for a period of time longer than a single pay period, their accrual of earned time will be suspended for the duration of their less than full-time workstatus.

The amount of earned time already accrued by the employee will not be affected, and it is available for use by the employee during this changed work status. And, if needed, the employee is eligible for receipt of donated earned time under the provisions of Section 6:3 – Voluntary Leave Donation.

Upon returning to full-time work status, the employee will resume their accrual of earned time at the same level rate they had prior to the change in their work status and the suspension of earned time accrual.

## **6:2.7 Cash Value of Earned Time**

Accrued Earned Time has no cash value and will be paid out only upon usage of the time or upon the retirement or termination of the employee.

### **6:3 Voluntary Leave Donation**

Town employees may voluntarily donate accumulated earned time for the benefit of another employee who is unable to work.

To be eligible to receive voluntary leave donations, the employee must:

1. Be a regular employee working at least 20 hours per week,
2. Be experiencing a serious medical condition as defined by the Family Medical Leave Act that will require prolonged / extended absence,
3. Not have submitted a request for separation or retirement, and
4. Have exhausted all earned time.

Written requests from both the donating and receiving employees must be routed through each employee's department head to the Town Administrator for approval. The following conditions apply:

1. Donations of earned leave may be made on an hourly basis, in 8 hour increments. The value of donated leave time shall be calculated at the recipient's regular rate of pay at the time of disbursement. Unused donated paid leave time shall remain in the recipient's account.
2. The maximum amount of paid leave to be donated to any single employee shall be one hundred sixty (160) hours and eighty (80) hours per donor.
3. The use of donated leave time shall not serve to change any existing conditions of employment or extend an employee's tenure in a position.
4. The donation of earned time leave shall not be counted as part of the

donor's "Minimum Usage Required" under Section 6:2.4

#### **6:4 Bereavement Leave**

All full-time employees will be granted not more than three (3) days off because of death in the employee's immediate family, as defined below, and shall be paid at regular rate of pay for up to 24 hours of scheduled work hours missed. With the department head's approval, additional time off may be granted using earned time or as a leave of absence without pay.

Immediate family is defined to include: spouse, children, parents, step- parents, spouse's parents, step-children, brothers, sisters, grandparents or grandchildren.

All employees may have one (1) compensated day off from work for the death of a family member not listed above.

#### **6:5 Jury Duty**

Any employee called for jury duty shall be excused from work for the duration of the employee's service, and the Town shall supplement jury pay up to 66.6% of the employee's base pay, provided the employee presents an official statement of pay received for the service. All benefits shall continue to accrue during such absence. If an employee reports to but is not used for jury duty or is dismissed before the end of his/her workday, s/he is expected to return to work promptly.

### **7. Other Absences**

#### **7:1 Military Leave of Absence**

The Town will grant any employees an unpaid leave of absence to fulfill their active duty requirements for their branch of service.

State statute (RSA 110-C:1) and federal law (the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et seq.), also provide re-employment rights to a service member who has been activated for service at the state or federal level which would take them away from their regular position. The Town of Auburn recognizes and adheres to a service member's right to reemployment after his or her completion of military training or service.

#### **7:2 Other Leaves of Absence**

The appropriate appointing authority, at its discretion, may approve other types of leaves on a case-by-case basis.

#### **7:3 Family and Medical Leave (FMLA)**

Eligible employees may take up to twelve (12) workweeks Family and Medical Leave (FMLA) leave for any of the following reasons:

1. The birth of the employee's child and to bond with or care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);

2. The placement of a child with the employee for adoption or foster care, to bond with or care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);
3. The serious health condition of a spouse, parent, minor child or adult child when the adult child is incapable of self-care and the employee is needed for such care (“covered family members”);
4. The employee’s own serious health condition that renders the employee unable to perform his or her job; and,
5. Because of a “qualifying exigency” (as defined in the Department of Labor Regulations) arising out of the fact that the employee’s spouse, son, daughter or parent of the employee is on active duty or has been notified of an impending call to active duty in the United States Armed Forces in support of a contingency operation.

An employee who serves as an in loco parentis or legal guardian may also be eligible for FMLA leave as otherwise noted above.

Eligible employees may take up to twenty-six (26) workweeks of FMLA leave to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, in loco parentis, or next-of- kin of the service member. Such leave shall be provided as a rolling maximum as defined below.

The Town will provide a rolling maximum twelve (12) weeks (measured backward from the date leave begins) of FMLA leave and other such benefits as required under federal law. Employees who are unable to return to work upon the exhaustion of FMLA may apply for an unpaid leave of absence or may be on short-term disability insurance.

The Town, using its sole discretion as otherwise allowed by law, may place eligible employees on FMLA leave by written notice, require a doctor’s note to ensure an employee is eligible for FMLA and/or require the use of accumulated leave time on the books, otherwise such leave shall be unpaid if no time is available. The use of paid leave shall be concurrent with FMLA leave and shall not extend the maximum FMLA leave to which the employee is entitled. (NOTE: Employees who are placed on FMLA and are receiving some type of disability insurance payment (such as STD, LTD and/or Workers Compensation) cannot be required to use available leave under federal law [as set forth at 29 CFR 825.207 (d)], but they shall be allowed to use accumulated leave as otherwise set forth in these Personnel Policies to have such leave supplement the disability plan benefits in order to received their regular weekly pay, upon written request submitted to the Finance Office; provided, however, that such time cannot be bought back at a later date.

Employees who require intermittent leave for a planned medical treatment have an obligation to make a “reasonable effort” to schedule the treatment so as not to unduly disrupt the Town’s operations. While an employee is on intermittent or reduced schedule FMLA leave, the Town may temporarily transfer the employee to an available alternate position that better accommodates the employee’s recurring leave and that has equivalent pay and benefits. Employees 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, of other benefits. If an employee is a salaried employee, the Town will adjust the employee's salary based on the amount of time actually worked.

The taking of another job while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

#### **7.4 Crime Victim Leave**

In accordance with New Hampshire law, The Town of Auburn 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 their immediate supervisor as far in advance as possible. The employee must submit copies of the notices of each scheduled hearing, conference, or meeting that is provided to the employee by the court or agency involved in the prosecution of the crime. Employees must comply with any requests to submit these notices, and failure to do so may result in denial of the leave of absence. The Town will keep the documentation confidential to the extent required by law. Upon receipt of the documentation, the Town will grant employee leave for such period of time as necessary, as long as the length of the absence or the effect of the absence does not create an undue hardship to the Town's business. 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 role within our organization, and our need for the employee to be at work.

Leave taken under this policy is voluntary, although an employee may elect to use their available vacation time. The Town will not discharge, threaten or discriminate against any employee for taking leave under this policy, and employees taking leave under this policy will not lose any seniority during the leave of absence.

### **8. Employee Expenses**

All employees traveling on Town business or using personal assets for Town purchases shall be entitled to reimbursement of their expenses according to the following general guidelines:

Travel and Lodging – All reasonable expenses. Employees are expected to refrain from luxury accommodations, but are also expected to select lodging with due regard to comfort, cleanliness, their usual physical needs and customs.

Automobile Expense – at mileage rate established by the federal government. Other purchases must be verified as actual expenses and accompanied by an itemized receipt.

All expenses, travel or other, must be itemized. A reimbursement request must be submitted with all receipts attached and must be approved by the appropriate administrative agent prior to reimbursement.

## **9. Employee Benefits**

### **9:1 Insurance**

All regular full-time employees are eligible for benefits as outlined in this section. There will be a full thirty (30) day waiting period for eligibility. The Town of Auburn reserves the right to change or discontinue any of its insurance benefits at any time. Employees will be provided notice of any such change prior to the effective date of such changes.

#### **9:1.1 Health and Dental Insurance**

Medical and Dental coverage is available to all full-time employees on a voluntary basis. Applications for such coverage will be accepted upon hire and will have a thirty (30) day wait period before insurance takes effect. (Carriers may only allow beginning of the month enrollment, which could extend the thirty (30) day wait to a longer period.) Full-time employees may elect insurance coverage or change insurance coverage during open enrollment or upon a qualifying event.

The Town and employees will share the cost of insurance premiums, using payroll deduction. The amount or percentage of costs paid by the town may be changed at any time.

Part-time employees may enroll in the medical and dental plans at their own expense, but only through Town of Auburn payroll deduction.

Town of Auburn elected officials may enroll in the medical plan at their own expense and at no cost to the. Elected officials opting to secure their health insurance coverage through the Town shall complete an "Agreement for Health Insurance Coverage" acknowledging their financial responsibility for this coverage.

Information concerning the medical and dental coverage plans will be available upon request. The elected Road Agent and Town Clerk, due to the full-time nature of these positions, will be eligible for medical and dental coverage under the same terms and conditions as other full-time employees.

#### **9:1.2 Other Insurance Coverage**

The Town of Auburn provides all regular full-time employees with short- term disability insurance coverage. During such time as an employee is unable to work due to a disability insurance injury claim, the injured employee shall be allowed to use his/her accumulated leave (if available) in order to receive their regular weekly pay.

The Town also generally provides regular full-time employees with a life insurance policy. Information on other insurance benefits is available from the Selectmen's office.

## **9:2 Payment In Lieu of Health Insurance**

Town employees frequently have choices for health insurance coverage. They may have the option to be covered by spouses' plans with their employers, or perhaps to cover dependents under someone else's plan. Town employees will be required to secure, as a benefit of their employment with the Town, a basic package of health insurance for themselves. Employees may avoid the minimum health insurance coverage and receive a cash payment in lieu of coverage provided by the Town provided they show satisfactory proof of coverage in a non-Town health insurance plan. Employees having alternative non-Town health insurance coverage and electing to forgo the Town insurance plan for which they are eligible may receive a cash payment of \$57.69 per week (\$115.38 per pay period). This payment shall be paid regularly through the employee's paycheck. This cash incentive must be considered as income and is subject to withholding of taxes. However, this income is not eligible for increased wage base credit for contribution to the New Hampshire Retirement System.

Application for the payment in lieu of insurance shall be made to the Town Administrator on the form shown as Appendix C, and it must be renewed annually to continue payments. Falsification of the application, or failure to notify the Town Administrator immediately when eligibility ceases, will be subject to disciplinary action up to and including termination.

Town employees who are eligible for health insurance coverage under any other plan for which the Town also pays the premiums (such as two Town employees married to each other) shall not "double dip". For example, a married couple employed by the Town each has the right to take a single person plan if they so choose or one may decline health insurance while the other selects to take two-person or family coverage. In this case, the declining employee shall not be eligible for the cash incentive, as the Town will receive no cost savings.

Employees are prohibited from declining Town-provided health insurance for themselves or their dependents when no other health insurance coverage is in effect.

## **9.3 Retirement**

### **9:3.1 NH Retirement System**

All regular full-time municipal employees are required to join the NH Retirement System (NHRS). Full-time police officers and firefighters are required to join as "Group II" employees, all others are required to join as "Group 1" employees. The employee must contribute a portion of his/her gross wages to the NHRS at a rate that is established by the NHRS. The Town will contribute the current required NHRS employer rate of contribution. All contributions to the New Hampshire Retirement System will be on a tax deferred basis. Membership is not retroactive.

### **9:3.2 Social Security and Medicare**

In addition to the above retirement programs, the following Social Security and Medicare pertains:

Group 1: All full-time and part-time municipal employees are required to contribute to Social Security and Medicare at a rate established by current regulation. The Town will contribute at a rate also required by current regulations.

Group II: All regular full-time firefighters and police officers are required to contribute to Medicare, but are not subject to Social Security. All part-time fire fighters and police officers are required to contribute to both Social Security and Medicare unless they are a Group II rehired annuitants receiving retirement benefits from the New Hampshire Retirement System. Rehired annuitants are not subject to contribute to Social Security. For those subject to Social Security, the Town will contribute also at a rate as required by current regulations.

### **9:4 Continuing Education**

All employees are encouraged to develop their skills and knowledge in their respective areas of responsibility.

The appropriate appointing authority may direct an employee to take certain courses, or the employee may request to take courses related to their job duties. Courses or instructive seminars taken at the directive of the appropriate appointing authority will be paid for by the Town.

Employees taking courses on their own initiative and with prior approval of the appropriate appointing authority may be reimbursed for a portion of the cost of the course if funds are budgeted and available under the following conditions:

1. The application must be approved by the appropriate appointing authority prior to the start of the course.
2. An affidavit certifying the person attended and successfully completed the course with a "C" or better grade average (or equivalent) must be filed with the appropriate administrative agent's office upon completion of the course.
3. If a person fails to attend or does not complete the course, the employee shall reimburse the Department for any payments made on their behalf. Any non-attendance due to conditions beyond their control, such as serious illness, death or being called back to work by the appropriate administrative agent, may not require reimbursement to the Department.
4. Prior to commencing any discretionary education program with tuition assistance, the employee shall enter into an Employment Training Agreement committing to stay with the employer for a pre-determined length of time after the successful completion of the degree or certification course. That agreement will outline required reimbursement to the Town if the employee leaves town employment during that time.

### **9:5 Workers Compensation**

All employees and call firefighters of the Town of Auburn are covered by Workers' Compensation insurance, which provides compensation and medical benefits for covered injuries or illnesses occurring during the scope of employment with the Town. All injuries must be promptly reported to the Department Head.

#### **9:5.1 Weekly Income Pay**

During such time as an employee is unable to work due to a worker's compensation injury claim, the injured employee shall be allowed to use his/her accumulated leave (if available) in order to receive their regular weekly pay. (In most cases, this means the employee will be "made whole" by being paid 60% of their regular weekly wages from the insurance carrier and 40% through

the use of accumulated leave.)

### **9:5.2 Reinstatement**

For a period of eighteen (18) months from the date of injury, any full-time employee who is unable to work due to a work-related injury is entitled to reinstatement to his/her former position, provided the position has not been eliminated and the employee is able to perform the duties of the position with reasonable accommodations. If the position has been eliminated, the employee shall be reinstated to any other available position for which the employee is qualified and capable of performing with reasonable accommodations. The right to reinstate may terminate prior to eighteen (18) months from the date of injury upon a medical determination that the employee cannot return to the former position or if the employee accepts employment with another employer.

### **9:5.3 Temporary Alternative Duty (TAD)**

The Town of Auburn maintains a policy of providing temporary alternative work opportunities to employees whose work-related injuries prevent them from performing the duties of their positions. Information concerning temporary alternative work opportunities will be available upon request.

### **9.6 Unemployment Compensation**

The Town complies with the laws of the State of New Hampshire (RSA 282-A) with regard to unemployment compensation coverage for employees. Detailed information may be available from the New Hampshire Department of Employment Security (NHDES) local office for this area.

### **9.7 Tax Advantaged Benefits**

The Town provides employees the opportunity to use payroll deductions and pre-tax earnings to pay for some optional benefits. These can provide tax savings to both the employee and employer, and increase the amount of take-home pay. These options typically include:

For full-time employees:

- The employee's portion of health and dental insurance premiums;
- Healthcare Flexible Spending Accounts – used for a wide variety of out-of-pocket medical and dental costs; and

For all employees:

- Dependent care Reimbursement Accounts – used for daycare, after-school care, and summer day camps.

### **9.8 Direct Deposit**

The Town provides employees with the ability to have their payroll checks deposited directly in the banking institution(s) of their choice as opposed to receiving a paper paycheck. The Town deposits employee's pay on the Town's pay date for each pay period. Employees receive an accounting of that pay period's earnings and deductions as with an actual pay check. Participation in this process is voluntary and free to the employee.

### **9.9 Longevity Pay**

To recognize the service and tenure of long-term employees, the Town provides an added benefit of Longevity Pay. If budgeted funds are available, an annual stipend will be paid to employees who have five or more years of service to the municipality. The Longevity Pay is paid in December, to those employees who are in the Town's employ at the time.. Employees who leave the Town's employ prior to the annual disbursement do not receive any pro-rated benefit. Longevity Pay shall be issued based on the following schedule:

Full Years of Service	Longevity Pay
Five (5) to Nine (9) Years	\$150.00
Ten (10) to Fourteen (14) Years	\$300.00
Fifteen (15) to Nineteen (19) Years	\$450.00
Twenty (20) to Twenty-four (24) Years	\$600.00
Twenty-five (25) Years of more	\$1,000.00

### **9.10 Supplemental Insurance Programs**

The Town typically makes optional supplemental insurance programs available to employees (i.e. – Accident, Life, Cancer and other coverages).. The Town will not pay any part of the insurance premiums, but employees will be able to have these expenses handled through payroll deduction. Some of these coverages are eligible for being handled on a pre-tax basis.

### **9.11 Supplemental Retirement Program**

The Town provides access to a “defined contribution plan” (deferred compensation) for supplemental retirement planning. The Town will not pay any part of the contributions chosen by employees, but employees will be able to have these expenses handled through payroll deduction and on a pre-tax basis.

## **10. Workplace Safety**

All employees are required to make safety and the safety of their co-workers a priority. As a condition of employment, each employee is expected to conduct their daily tasks in a manner that is consistent with the philosophy and objectives of this policy, as well as any safety rules or procedures that are practiced by the Town. The Town will provide adequate safeguards to the maximum extent possible to ensure the safety of its employees in the workplace. Any safety hazard or unsafe condition should be promptly reported to the Department Head. Failure to follow safety rules may result in discipline, including termination.

### **10:1 Workplace Injuries**

Any employee who is injured during the scope of his/her employment must immediately report the injury, no matter how minor, to the Department Head and complete a “First Report of Injury” form.

### **10:2 Smoking in the Workplace**

Pursuant to NH RSA 155:64-77, all Town owned buildings have been designated “Non-

Smoking.” Employees who violate this policy may be subject to discipline, including termination. This includes vaping and similar activities.

### **10:3 Drug and Alcohol Abuse Policy**

It is the policy of the Town of Auburn that employees shall not be involved with the unlawful use, possession, sale or transfer of drugs or narcotics in any manner that may impair their ability to perform assigned duties or otherwise adversely affect the Town’s business. Further, employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in the workplace or during work time and must not report to work under the influence of any drug or alcohol.

Any involvement with alcohol/drugs that adversely affects the workplace or the work environment will not be tolerated. Further, off-the-job illegal drug activity or alcohol abuse that could have an adverse effect on an employee’s job performance or that could jeopardize the safety of other employees, Town equipment or the Town’s relations with the public will not be tolerated.

The use, sale or personal possession on or around Town property (e.g. – on the person or in a desk, Town vehicle or other Town property) of drugs which are illegal to possess under Federal or State law is an offense for which an employee may be discharged immediately and may result in criminal prosecution. Any illegal drugs found will be turned over to the appropriate law enforcement agency.

No employee may operate any Town vehicle or their own vehicle on Town business within eight (8) hours of consuming an alcoholic beverage. The Town of Auburn reserves the right to require drug and/or alcohol testing on employees if a supervisor department head has a reasonable suspicion that an individual is under the influence of illegal drugs or alcohol while on work time.

### **10:4 Basic Driving Safety Requirements**

All employees are required to wear seat belts while operating or riding in any Town- owned vehicle or while traveling in a personal vehicle on Town business. (This regulation shall not apply in the case of vehicles for which the manufacturer has not installed seat belts or for emergency medical personnel providing patient care.)

All employees who operate personal vehicles on Town business may be required to provide proof of insurance for their motor vehicle should the employer deem it necessary.

While operating a Town owned vehicle and/or while in the performance of Town business and operating any vehicle, employees shall not operate a cell phone, electronic communication device or any other electronic equipment, except when using hands-free devices.

Employees are directed not to initiate and/or receive calls or use a cell phone while driving except when absolutely necessary during an emergency as provided by law. (NH RSA 265:79-c)

If an employee must initiate or receive a call, text message or other communication without a hands-free device, they shall drive to a safe location and stop the vehicle prior to activating the device, remaining there until the communication is completed.

A violation of this policy may result in disciplinary action up to and including termination of employment.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

### **10:5 Motor Vehicle License, Violations & Convictions**

All employees required to possess a valid driver's license or other certificate to perform the essential functions of their job as stated in the job description or mandated by a state or federal regulation shall immediately notify their Department Head if said license or certificate is suspended, revoked or expired. The Town may require attainment of a license or certificate as a condition of employment. No employee shall operate a Town vehicle without a valid driver's license.

All employees required to possess a valid driver's license shall furnish their Department Head with written and official documentation within seventy-two (72) hours in the event they are convicted or plead nolo contendere to a motor vehicle moving violation. Said documentation shall become a permanent part of the employee's personnel file and repeated offenses may lead to disciplinary action that may include, but not be limited to, suspension, demotion or discharge.

All employees required to possess a valid driver's license to perform the essential functions of their job shall advise their Department Head within forty-eight (48) hours of any summons or charge of a motor vehicle moving violation or felony that has been lodged against them.

All employees shall furnish their Department Head with written and official documentation within seventy-two (72) hours in the event they are convicted or plead nolo contendere to a felony. Said documentation shall become a permanent part of that employee's personnel file and may result in discharge.

### **10:6 Motor Vehicle Accident**

All employees shall immediately report to their Department Head any motor vehicle accident involving a Town of Auburn motor vehicle, whether the employee was on duty or not. Employees on duty involved in a motor vehicle accident in their own vehicle must also be reported immediately to their Department Head.

Department heads shall be required to report any such accident brought to their attention to the Selectmen's Office within 24 hours of receiving such a report from an employee.

Employees shall report these incidents no matter the extent of damages to any vehicle or property, or injury to person(s). A failure to report any such incident to their Department Head or to the Selectmen's Office will lead to disciplinary action that may include suspension, demotion or discharge.

### **10.7 Joint Loss Management Committee**

Pursuant to RSA 281 – A: 64, the Town of Auburn, by its Board of Selectmen, has established the Town of Auburn Joint Loss Management Committee (JLMC).

The purpose of the JLMC is to bring workers and management together in a cooperative effort to promote workplace safety. The Committee shall meet regularly to develop and carry out workplace safety programs, alternative work programs that allow and encourage injured employees to return to work, and programs for continuing education of employers and employees on the subject of workplace safety. The Committee shall also develop and maintain a written safety program for the Town, to be adopted by the Board of Selectmen.

The JLMC shall consist of four members. The Building Inspector/Code Enforcement Officer and Fire Chief shall be permanent members and shall represent the employer. The non-unionized employees shall choose one (1) employee representative from the Fire Department, Library, Police Department (non-union) and Town Hall themselves through a ballot process. The Auburn Police Union shall designate one (1) of their members to serve as a second employee representative.

Employee representatives shall be chosen on an annual basis and shall serve a one-year term on the Committee. Employee representatives are eligible to be re-elected to the Committee.

The Committee shall elect a Chairman and the position will be rotated between employee and employer representatives on an annual basis.

The Town Administrator will serve as a liaison and resource to the JLMC.

## **11. Inclement Weather**

It shall be the policy of the Town of Auburn that Town offices and departments will be open to serve the public during normal business hours throughout the year, including during periods of inclement weather and storm occurrences.

During periods of inclement weather, Auburn employees who are scheduled to work are expected to report to duty in as timely a manner as possible, without endangering themselves.

On the occasion of a significant storm event that may necessitate the closing of Town facilities, the appropriate administrative agent is designated as the official who is empowered to make that determination.

## **12. Disciplinary Procedures**

It is the Town's preference to place as few restraints on personal conduct as possible. We are justifiably proud of our employees and the manner in which they conduct themselves. We rely on individuals' good judgment and sense of responsibility. Each employee is expected to conduct him or herself in an appropriate manner. However, for the protection of its property, business interests, or other employees, the Town has established certain rules of conduct.

These rules are published for your information and to minimize the likelihood of any employee, through misunderstanding or otherwise, becoming subject to any disciplinary action. It is only fair that you should be familiar with those rules the Town considers to be of importance. It is also fair that you be appraised of the procedures to be used should any disciplinary action be required. The employer believes in using a process that is fair to all, yet maintains employee responsibility.

For these reasons, the employer uses a counseling model for handling disciplinary/performance

issues. This model is designed to bring deficiencies to the attention of the employee in as non-confrontational manner as possible. After a verbal warning, a supervisor will meet with the offending employee and review the incident or incidents that lead up to the meeting. The supervisor will remind the employee of his/her role in the Town and attempt to set reasonable and measurable goals for the employee, to enable that employee to improve their performance. Should performance not improve, the supervisor moves on to the next step, which may include suspension, probation or termination as the situation may warrant.

However, there are times when this model is not appropriate, as noted below. Violations, to include but not be limited to the following rules, will be considered adequate justification for immediate termination of an employee:

1. Possessing, carrying or being under the influence of intoxicating beverages or narcotics on Town Property.
2. Stealing or attempting to steal property from any individual on Town property, or stealing or attempting to steal property from the Town.
3. Provoked or unprovoked bodily assault upon any person, or fighting on Town property.
4. Immoral or indecent conduct.
5. Unauthorized possession of firearms or any dangerous weapons, including explosives, on Town property.
6. Threatening, coercing, intimidating or interfering with other employees.
7. Insubordination to a supervisor, refusal to perform assignments, or directing abusive or threatening language at any supervisor, employee or official.
8. Disclosing confidential information to unauthorized persons.
9. Falsification of employment application(s), time cards, work reports or other employer records.
10. Willful entering of data on another employee's time card or permitting another employee to enter data on your time record; or tampering with time cards, clocks or records, or failure to maintain accurate time records.
11. Fraud committed by knowingly accepting pay for operations not performed on time or time not worked.
12. Acts of sabotage, or other interference with employer projects.
13. Defacing Town property.
14. Conviction of a felony.
15. Sleeping during work hours.
16. Accepting or soliciting any gift, gratuity, favor, loan or other item or consideration of monetary value from any person who has or is seeking to transact with the employer, or from any person within or outside the employer's employment whose interest may be affected by the employee's performance or nonperformance of official duty.
17. Absence of three (3) consecutive working days without notification.
18. Inciting other employees to illegal action.
19. Participating in an unauthorized job action.
20. Unsafe or negligent operation of equipment or destruction of employer property or material or the property of another employee.
21. Unlicensed operation of motor vehicles or equipment.

Disciplinary action will normally be taken in the following order:

1. Verbal Warning
2. Written Warning
3. Suspension without pay
4. Probation
5. Discharge

(It is anticipated Items (c) & (d) above would be utilized as a combined form of disciplinary action, depending on the nature of the offense.)

However, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension, probation or discharge. Additionally, the Town reserves the right to take disciplinary action in a manner consistent with the efficiency of operations and appropriate to the infraction involved.

### **13. Termination of Employment**

Employment with the Town of Auburn is considered at-will and may be terminated at any time for any reason. Exclusions to this provision can be provided in a written employment contract signed by the Board of Selectmen, Library Trustees or Police Commissioners; or by provisions of state statute.

Employees of the Griffin Free Public Library may only be terminated by the Library Trustees in compliance with RSA 202-A:17.

To ensure full compliance with state law, particularly RSA 275:44, any operating department or appointing authority shall immediately notify the Selectmen's Office of any resignation or termination of any Town employee.

#### **13:1 Exit Interview**

Employees leaving town employment may be asked to participate in an exit interview with a department head, the Town Administrator, or members of the appointing authority. The information received from each exit interview provides insight into the Town of Auburn's work environment and the factors that may lead to an employee's decision to stay or leave the Town.

#### **13:2 Termination Payments**

Regular employees terminating service with the Town for any reason will be entitled to all wages and earned time as outlined in Section 6:2.5. Whenever an employer discharges an employee, the employer shall pay the employee's wages in full within 72 hours, as provided under RSA 275.44.

#### **13:3 Voluntary Termination**

Employees who voluntarily terminate employment shall provide the Town with a letter of resignation. The appropriate administrative agent shall offer an exit interview with the employee prior to their last day of employment.

Employees who voluntarily terminate employment shall not be allowed to take any earned time leave during the notice period of termination, but will be paid their final wages no later than the next regular payday, as provided under RSA 275:43.

### **13:4 Rehire**

Any employee whose employment is terminated with the Town of Auburn for any reason other than temporary lay-off and returns to work with the Town at a later date will be considered a “new employee” with a new hire anniversary date. Employees who are temporarily laid-off and return to work within ninety (90) days will retain credit for their prior years of service.

## **14. Harassment**

### **14:1 Discriminatory Harassment**

The Town of Auburn is committed to providing a work environment that is free of illegal discrimination and harassment of any kind. The Town will not tolerate actions, words, jokes, or comments based on an individual’s sex, race, ethnicity, age, religion, color, creed, national origin, ancestry, sexual orientation, disability, marital status and arrest or conviction record or membership in any type of military force of the United States or any state or other legally protected status as required by law. Harassment may involve, but is not limited to co-workers, supervisors, subordinates, residents, and vendors and can be a violation of federal and state law.

Do not assume that behavior that is not offensive to you is acceptable to others; harassment is often defined by the person receiving it.

Examples of some of the kinds of conduct that violate our discriminatory harassment policy include:

- Telling racial, ethnic, religious, or off-color jokes or slurs, or using any other communication or conduct that is negative or degrading to any employee, resident, customer or vendor.
- Talking about co-workers, residents, or vendors using racial, ethnic, religious, or other unprofessional terms.
- Making insulting, degrading, threatening or otherwise offensive or hostile comments, gestures, or actions.
- Starting or perpetuating rumors, false statements, or gossip.

The display or transmission, of inappropriate images, messages, or communications, including the use of voicemail or email, containing ethnic, racial or religious slurs, sexual content or anything that may be construed as harassment or disparagement of others is prohibited.

This policy against harassment applies throughout our work environment, whether in the office, at work assignments outside the office, at Town-sponsored social functions or otherwise.

### **14:2 Sexual Harassment**

The Town seeks to create and maintain a work environment free from harassment based on gender. The Town is opposed to and will not tolerate any form of sexual harassment in the workplace. Sexual harassment, in its many forms, renders the working environment hostile, intimidating, and offensive. In its misuse of power and authority, sexual harassment subverts the mission of the Town and threatens the careers of staff. Consequently, no form of sexual harassment will be tolerated.

Both males and females can be liable for sexual harassment; it can occur where both the harasser and the victim are of the same or opposite gender.

Federal and state laws prohibit sexual harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct of a sexual nature when submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of employment or creates a hostile working environment.

Each employee has the right to work in an environment that is free from sexual harassment. Each employee also has the corresponding responsibility and obligation to conduct themselves so as to create an environment that is free from sexual harassment.

### **14:3 Reporting Harassment**

If an employee believes that they have been subject to such discrimination, harassment or retaliation, the employee should immediately report such incident(s) to their department head or the Town Administrator. The complaint will be promptly and fully investigated to ensure compliance with this Policy. The employee may be asked to put the complaint in writing, or the person with whom the complaint is discussed might take notes and ask the employee to sign them. The Town will, to the extent possible, protect the confidentiality of harassment complaints. All employees are expected to cooperate with any investigation of a complaint of discriminatory harassment.

These sanctions include, but are not limited to, reprimand, demotion, or discharge. All complaints will be kept confidential to the extent practicable and the law. Employees can raise concerns and make reports without fear of reprisal.

Anyone who becomes aware of possible sexual or other unlawful harassment should promptly advise a department head or the Town Administrator. The complaint will be promptly and fully investigated to ensure compliance with this Policy. Confidentiality will be maintained to the extent reasonably practical, consistent with the need to investigate the complaint.

### **14:4 Retaliation Prohibited**

The Town strictly prohibits retaliation against any person by another employee for using this complaint procedure, reporting harassment, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing. Any employee who brings such a complaint to the attention of the Town will not be adversely affected as a result of reporting the harassment.

Any employee who is determined to have committed discriminatory harassment or retaliation or who fails to cooperate with an investigation of discriminatory harassment or retaliation will be subject to disciplinary action, up to and including termination.

Any individual who makes unwelcome advances, threatens or in any way harasses another employee may be personally liable for such actions and their consequences.

While the Town of Auburn wants all employees to report discriminatory conduct to the designated person(s), any employee may bring any complaint he or she has to the New Hampshire Commission for Human Rights or the United States Equal Employment Opportunity Commission (“EEOC”) without fear of retaliation.

NH Commission for Human Rights  
2 Industrial Park Drive  
Concord, NH 03301  
Telephone: (603) 271-2767  
Fax: (603) 271-6339

The United States Equal Employment Opportunity Commission (EEOC)  
John F. Kennedy Federal Building  
475 Government Center  
Boston, MA 02203  
Telephone: 800-669-4000

## **15. Indemnification**

The Town shall provide all employees with full indemnification from legal action as outlined in RSA 31:104; 31:104-1; 31:105;31-105-1; 31:106, 31-106-1, and 491:24 while in service to the Town of Auburn and acting within the scope of the position to which they are legally appointed to serve.

## **16. Ethics**

Employment with the Town carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the Town. Each employee is individually responsible for adhering to the policy and for reporting violations to his or her supervisor.

The Town recognizes and respects the individual employee’s right to engage in activities outside of his or her employment which are private in nature and do not in any way conflict with or reflect poorly on the Town. Management does reserve the right, however, to determine when an employee’s activity represents a conflict with the Town’s interests and to take whatever action is necessary to resolve the situation including, but not limited to, suspension, demotion and termination.

The list below includes, but is not limited, to types of activity that would reflect negatively on the employee's personal integrity or that would limit his or her ability to discharge their job duties and responsibilities in an ethical manner:

1. Simultaneous employment by another firm that is a supplier to or contractor with the Town.
2. Conducting business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Hold a substantial interest in, or participating in the management of a firm from which the Town makes purchases.
4. Borrowing money from individuals or vendors, other than recognized loan institutions, from which the Town buys services, materials, equipment or supplies.
5. Accepting gifts or entertainment from an outside organization, business, contractor or vendor for which the Town does business.
6. Speculating or dealing in materials, equipment, supplies, services or property purchased by the Town.
7. Participating in civic or professional organization activities in a manner whereby confidential information is divulged.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the Town or knowledge of its affairs for outside personal gains.
10. Engaging in practices and procedures that violate federal, state or local laws, ordinances or rules.

Employees who are unclear or uncertain about ethical considerations in their work or decision making should feel comfortable discussing these topics with their supervisor.

## **17. Miscellaneous**

### **17:1 Unit Operating Rules**

Each separate and identifiable department of the Town may develop, implement, and revise as necessary such policies, procedures, and rules pertaining to unique operational requirements and their effect upon employees as are needed for efficient performance of the department. Departments maintain Standard Operating Procedures (SOPs), and Standard Operating Guidelines (SOGs). Such policies, procedures, and rules should not conflict with these policies. Where conflicts arise, the policies outlined herein will prevail.

### **17:2 Town of Auburn – Human Resource Office**

Regardless of what department or office an individual employee works for, all employees are employed by the Town of Auburn. The only exception are the employees of the Griffin Free Public Library. However, the overall responsibility for Human Resource functions for the Town of Auburn rests with the Selectmen's Office.

The Town Administrator is formally designated as the Human Resource Officer for the Town of Auburn, although the Town Administrator may designate specific human resource functions and processes to other employees.

Administrative Agents shall ensure that:

- All personnel actions are reported timely to the Selectmen's Office to ensure the rights of the employees are protected and the responsibilities of the employer are performed.
- A "Personnel Action Form" will be filed within 72 hours of any personnel action that takes place. This includes, but is not limited to, new hires; completion of probationary period; promotion, demotion, leave of absence, retirement, resignation, or termination.
- New hires shall participate in an employee orientation with the Selectmen's Office no later than their first formal day on the job. The employee orientation is intended to ensure all appropriate personnel documents and records are provided and explained and to enable the timely implementation of all appropriate employee benefits.

The Selectmen's Office will maintain a functioning Human Resources file for all employees. The Human Resources file shall include Personnel Action Forms and all necessary documentation related to benefits, taxation, payroll processing, etc. Human Resources files are not the Town's official Personnel Files, which are likely to include pre-hire background information and testing results; personnel application; job performance reviews; training certificates; job performance warnings; and other similar records. Personnel Files are maintained by the appropriate Appointing Authority. See section 1.5 above "Personnel Files."

### **17:3 Interpretation of Personnel Policy**

To ensure the consistent interpretation and implementation of the terms and conditions outlined in the Town of Auburn Personnel Policy, the Town Administrator shall be deemed to be the internal administrative arbitrator of the policy. The Town Administrator's decision can only be appealed to the joint board of the Board of Selectmen, Library Trustees and Police Commissioners as the adopters of the Town of Auburn Personnel Policy.

## **18. Job Descriptions**

Job Descriptions approved by the Appointing Authorities are adopted as part of these Personnel Policies by reference. The Job Descriptions form the basis for the Town of Auburn Salary Classification Plan (Appendix A) and Town of Auburn Wage Schedule (Appendix B) that are included in these policies.

## **19. Severability and Supersession**

If any Chapter or Section of these rules should be held to be invalid by competent authority, the remainder shall not be affected thereby.

These rules and regulations originally took effect March 5, 2007 upon the vote of the Board of Selectmen, Police Commission and Board of Library Trustees, and superseded all previous rules, regulations, customs and/or past practices that may have been in use on the effective date, unless specific exceptions are made by the Board of Selectmen, Police Commission or Library Trustees or within these rules and regulations themselves. Any exceptions shall be noted in the action of the Board of Selectmen, Police Commission or Library Trustees to adopt

amendments, additions or deletions to these rules.

If there is any conflict between these rules and any federal or state law or negotiated agreement, then these rules shall not apply to those specific areas covered by such law, contract or agreement.

## **20. Amendment Procedure**

It is the desire to have one uniform set of Personnel Policies for all Town of Auburn employees, while acknowledging that there are three different appointing or hiring authorities within the Town government structure. The Board of Selectmen, Police Commission and Library Trustees have worked in concert to develop these personnel policies and intend to maintain them.

These rules may be amended and changed from time to time as conditions require and as deemed appropriate by the Board of Selectmen, Police Commission and Library Trustees. It is intended that any amendments or changes shall be acted upon in unison by all three appointing or hiring authorities, and not individually by any of them. Any proposed amendments shall be presented to the Board of Selectmen, Police Commission and Library Trustees for action. However, all amendments must be publicly posted at least fourteen (14) days before the public meeting where they will be considered. There shall be at least one public meeting held in order to amend the rule(s).

## **APPENDICIES**

## **APPENDIX A - SALARY CLASSIFICATION PLAN**

### **GRADE 1**

### **GRADE 2**

### **GRADE 3**

Assistant Town Clerk and Tax Collector  
Board/Commission Secretary  
Cemetery Sexton

### **GRADE 4**

Animal Control Officer  
Deputy Town Clerk  
Deputy Tax collector  
Police Officer (Non-Certified)

### **GRADE 5**

Library Assistant  
Library Assistant – Children’s Room  
Library Technical Assistant  
Parks & Recreation Maintenance Worker  
Finance and Communications Assistant  
Part-time Firefighter/EMS (not Step eligible)

### **GRADE 6**

Editor, Auburn Village Crier  
Firefighter/EMS  
Facilities Maintenance Manager  
Parks and Recreation Coordinator  
Police Officer (Part-Time)

### **GRADE 7**

Assessing Coordinator  
Executive Assistant  
Land Use Administrator  
Planning and Zoning Secretary  
Police Officer (Full-Time)  
Records Manager & Community Outreach Coordinator

### **GRADE 8**

Tax Collector  
Office Manager

### **GRADE 9**

Fire Lieutenant/EMS

### **GRADE 10**

Building Inspector/Code Enforcement Officer

Finance Director  
Master Police Officer

GRADE 11

Fire Captain/EMS Fire Inspector  
Police Sergeant

GRADE 12

Finance and Budget Administrator

GRADE 13

Detective Sergeant  
Town Clerk & Tax Collector (if held by one person)

GRADE 14

GRADE 15

GRADE 16

Library Director

GRADE 17

GRADE 18

Police Lieutenant

GRADE 19

GRADE 20

Town Administrator  
Chief of Police

**APPENDIX B - WAGE SCHEDULE**

4/1/2024-3/31/2025

COLA: 3.10%		STEP																			
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Labor Grade	1	\$ 14.02	\$ 14.30	\$ 14.59	\$ 14.88	\$ 15.18	\$ 15.49	\$ 15.79	\$ 16.10	\$ 16.43	\$ 16.76	\$ 17.10	\$ 17.43	\$ 17.79	\$ 18.14	\$ 18.50	\$ 18.88	\$ 19.24	\$ 19.63	\$ 20.02	\$ 20.42
	2	\$ 15.37	\$ 15.67	\$ 15.99	\$ 16.30	\$ 16.64	\$ 16.97	\$ 17.31	\$ 17.65	\$ 18.01	\$ 18.36	\$ 18.73	\$ 19.11	\$ 19.49	\$ 19.88	\$ 20.28	\$ 20.68	\$ 21.10	\$ 21.52	\$ 21.95	\$ 22.39
	3	\$ 16.68	\$ 17.02	\$ 17.35	\$ 17.70	\$ 18.05	\$ 18.42	\$ 18.79	\$ 19.17	\$ 19.54	\$ 19.93	\$ 20.33	\$ 20.75	\$ 21.16	\$ 21.58	\$ 22.01	\$ 22.45	\$ 22.89	\$ 23.36	\$ 23.83	\$ 24.30
	4	\$ 18.02	\$ 18.37	\$ 18.74	\$ 19.13	\$ 19.50	\$ 19.89	\$ 20.29	\$ 20.69	\$ 21.11	\$ 21.54	\$ 21.96	\$ 22.40	\$ 22.85	\$ 23.30	\$ 23.77	\$ 24.25	\$ 24.73	\$ 25.23	\$ 25.73	\$ 26.24
	5	\$ 19.35	\$ 19.74	\$ 20.14	\$ 20.54	\$ 20.95	\$ 21.37	\$ 21.80	\$ 22.23	\$ 22.67	\$ 23.13	\$ 23.60	\$ 24.06	\$ 24.54	\$ 25.03	\$ 25.53	\$ 26.04	\$ 26.57	\$ 27.10	\$ 27.63	\$ 28.19
	6	\$ 20.69	\$ 21.10	\$ 21.53	\$ 21.95	\$ 22.39	\$ 22.84	\$ 23.29	\$ 23.76	\$ 24.24	\$ 24.72	\$ 25.22	\$ 25.72	\$ 26.23	\$ 26.75	\$ 27.30	\$ 27.85	\$ 28.40	\$ 28.97	\$ 29.55	\$ 30.14
	7	\$ 22.02	\$ 22.46	\$ 22.92	\$ 23.37	\$ 23.84	\$ 24.32	\$ 24.74	\$ 25.30	\$ 25.80	\$ 26.32	\$ 26.85	\$ 27.38	\$ 27.92	\$ 28.50	\$ 29.06	\$ 29.64	\$ 30.23	\$ 29.91	\$ 31.46	\$ 32.08
	8	\$ 23.37	\$ 23.84	\$ 24.32	\$ 24.80	\$ 25.30	\$ 25.80	\$ 26.32	\$ 26.85	\$ 27.38	\$ 27.92	\$ 28.50	\$ 29.06	\$ 29.64	\$ 30.23	\$ 30.84	\$ 31.46	\$ 32.07	\$ 32.72	\$ 33.37	\$ 34.04
	9	\$ 24.72	\$ 25.21	\$ 25.71	\$ 26.23	\$ 26.76	\$ 27.29	\$ 27.84	\$ 28.39	\$ 28.96	\$ 29.54	\$ 30.13	\$ 30.73	\$ 31.34	\$ 31.98	\$ 32.61	\$ 33.27	\$ 33.93	\$ 34.61	\$ 35.30	\$ 36.00
	10	\$ 26.04	\$ 26.57	\$ 27.09	\$ 27.63	\$ 28.19	\$ 28.74	\$ 29.32	\$ 29.92	\$ 30.51	\$ 31.12	\$ 31.74	\$ 32.37	\$ 33.02	\$ 33.69	\$ 34.35	\$ 35.04	\$ 35.74	\$ 36.46	\$ 37.20	\$ 37.94
	11	\$ 27.38	\$ 27.92	\$ 28.48	\$ 29.05	\$ 29.63	\$ 30.22	\$ 30.83	\$ 31.45	\$ 32.07	\$ 32.72	\$ 33.37	\$ 34.04	\$ 34.72	\$ 35.41	\$ 36.12	\$ 36.84	\$ 37.58	\$ 38.33	\$ 39.10	\$ 39.88
	12	\$ 28.70	\$ 29.27	\$ 29.86	\$ 30.46	\$ 31.06	\$ 31.68	\$ 32.32	\$ 32.96	\$ 33.62	\$ 34.30	\$ 34.98	\$ 35.68	\$ 36.39	\$ 37.13	\$ 37.86	\$ 38.62	\$ 39.39	\$ 40.19	\$ 40.99	\$ 41.82
	13	\$ 30.03	\$ 30.64	\$ 31.25	\$ 31.87	\$ 32.51	\$ 33.16	\$ 33.82	\$ 34.50	\$ 35.19	\$ 35.89	\$ 36.61	\$ 37.34	\$ 38.09	\$ 38.85	\$ 39.63	\$ 40.42	\$ 41.23	\$ 42.06	\$ 42.90	\$ 43.75
	14	\$ 31.38	\$ 32.01	\$ 32.65	\$ 33.30	\$ 33.97	\$ 34.65	\$ 35.34	\$ 36.05	\$ 36.77	\$ 37.50	\$ 38.25	\$ 39.02	\$ 39.80	\$ 40.60	\$ 41.41	\$ 42.24	\$ 43.08	\$ 43.94	\$ 44.82	\$ 45.72
	15	\$ 32.69	\$ 33.35	\$ 34.01	\$ 34.69	\$ 35.39	\$ 36.10	\$ 36.82	\$ 37.55	\$ 38.31	\$ 39.07	\$ 39.85	\$ 40.65	\$ 41.46	\$ 42.29	\$ 43.14	\$ 44.00	\$ 44.88	\$ 45.78	\$ 46.69	\$ 47.63
	16	\$ 34.10	\$ 34.77	\$ 35.47	\$ 36.17	\$ 36.90	\$ 37.64	\$ 38.38	\$ 39.16	\$ 39.94	\$ 40.73	\$ 41.56	\$ 42.38	\$ 43.23	\$ 44.10	\$ 44.97	\$ 45.88	\$ 46.80	\$ 47.74	\$ 48.68	\$ 49.66
	17	\$ 35.40	\$ 36.11	\$ 36.83	\$ 37.56	\$ 38.32	\$ 39.09	\$ 39.87	\$ 40.67	\$ 41.48	\$ 42.30	\$ 43.15	\$ 44.02	\$ 44.90	\$ 45.80	\$ 46.71	\$ 47.65	\$ 48.59	\$ 49.57	\$ 50.56	\$ 51.57
	18	\$ 36.44	\$ 37.17	\$ 37.91	\$ 38.67	\$ 39.45	\$ 40.24	\$ 41.04	\$ 41.86	\$ 42.70	\$ 43.55	\$ 44.42	\$ 45.31	\$ 46.22	\$ 47.14	\$ 48.08	\$ 49.05	\$ 50.03	\$ 51.03	\$ 52.05	\$ 53.09
	19	\$ 38.03	\$ 38.80	\$ 39.58	\$ 40.37	\$ 41.17	\$ 41.99	\$ 42.84	\$ 43.69	\$ 44.56	\$ 45.45	\$ 46.37	\$ 47.29	\$ 48.24	\$ 49.20	\$ 50.18	\$ 51.19	\$ 52.21	\$ 53.26	\$ 54.32	\$ 55.42
	20	\$ 39.39	\$ 40.18	\$ 40.99	\$ 41.81	\$ 42.64	\$ 43.49	\$ 44.36	\$ 45.25	\$ 46.16	\$ 47.08	\$ 48.02	\$ 48.98	\$ 49.96	\$ 50.96	\$ 51.98	\$ 53.02	\$ 54.08	\$ 55.16	\$ 56.26	\$ 57.39

LABOR GRADE	Fire On-Call Rates		Fire Stipends	
	Scene Support:	\$11.00	Deputy Chief	\$3,500.00
Engineer/Operator:	\$13.00	Captain	\$900.00	
EMR, EMT, AEMT, No Firefighter Training:	\$14.00	Lieutenant	\$600.00	
EMTP, No Firefighter Training:	\$15.00	Deputy Fire Wardens	\$300.00	
Firefighter / EMTP:	\$17.00			
Firefighter, No EMS Training:	\$14.00			
Firefighter/EMT, EMR, AEMT:	\$15.50			
Fire Lieutenant:	\$17.00			
Fire Captain:	\$18.00			
Deputy Fire Chief:	\$19.00			

**APPENDIX C - APPLICATION FOR PAYMENT IN LIEU OF  
INSURANCE**

**APPLICATION FOR PAYMENT IN LIEU OF INSURANCE**

To: Town of Auburn

FROM:

SUBJECT: Application for Payment in Lieu of Insurance

DATE:

**Under the provisions of Section 9:2 of the Town of Auburn Personnel Plan, I hereby apply for payment in lieu of insurance effective**

\_\_\_\_\_.  
**(Date)**

Check one or both boxes below, as appropriate:

\_\_\_\_\_ I am declining health insurance coverage for myself, as I am receiving health insurance coverage from a source other than the Town of Auburn. Attached is a certificate of my insurance coverage.

\_\_\_\_\_ I am declining health insurance for the following named dependent (s) who is/are fully eligible to be covered by my health insurance policy, but is protected by insurance from a source other than the Town of Auburn. Attached is a certificate of this insurance coverage.

<b><u>Full Name</u></b>	<b><u>Relationship</u></b>	<b><u>Date of Birth (If under age 25)</u></b>
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**I certify that the above statement is true, and I acknowledge that false statements on this form may subject me to disciplinary action. I have read the Town of Auburn's Payment in Lieu of Insurance Policy.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature of Employee)**

**APPENDIX D - EMPLOYEE RECEIPT AND ACKNOWLEDGEMENT**

## RECEIPT AND ACKNOWLEDGEMENT OF PERSONNEL POLICY MANUAL

I understand that the information in this Personnel Policy Manual represents guidelines only and that The Town reserves the right to modify this Manual or to amend or to terminate any policies, procedures, or employee benefit programs whether or not described in this Manual at any time, or to require and/or increase contributions toward those benefit programs. I am aware that the descriptions of benefits in this Manual are not contractual in nature and do not guarantee any continuance of said benefits. I understand that I am responsible for reading the Manual, familiarizing myself with its contents, and adhering to all of the policies and procedures of the Town of Auburn, whether set forth in this Manual or elsewhere.

I am aware that during the course of my employment, confidential information may be made available to me. I understand that this confidential information must not be given out or used outside of Town premises or with non-Town employees, except as required by law.

I understand that this Manual replaces all prior manuals and may be changed at any time without prior notice by the Town of Auburn.

I understand that this Manual is not a contract of employment, expressed or implied, between the Town of Auburn and me and that I should not view it as such, or as a guarantee of employment for any specific duration. I further acknowledge my employment with the Town of Auburn is on an at-will basis. Accordingly, either the Town of Auburn or I can terminate the at-will relationship at any time, for any reason or no reason at all. I further understand that no supervisor or representative of the Town of Auburn has any authority to enter into any agreement guaranteeing employment for any specified period of time. I also understand that any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by one of the following: the Board of Selectmen, Board of Police Commissioners, Board of Library Trustees or their designee and me.

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

If I have any questions regarding the content or interpretation of this Manual, I will bring them to the attention of \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(This receipt will be placed in your personnel file)