TOWN OF AUBURN,
NEW HAMPSHIRE

PERSONNEL POLICY

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TOWN OF AUBURN

October 28, 2015

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 and the Griffin Free Public Library.

This manual not only outlines the policies towards the various phases of your employment, but it also indicates how the policy is to be administered. These policies also aid in achieving fair and equitable interpretations of policy, which require personnel action on a regular, recurring basis. Moreover, it is our intent that all employees have a deeper understanding of their role in the organization.

The Town of Auburn and the Griffin Free Public Library 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 neither 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.

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.

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TOWN OF AUBURN, NEW HAMPSHIRE PERSONNEL POLICY

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TOWN OF AUBURN, NEW HAMPSHIRE
PERSONNEL POLICY

1. General Provisions

The purpose of this policy, combined with the Administrative Rules and Regulations Handbooks of respective department, is to establish procedures to guide administrative actions relating to personnel. This policy will cover all employees of the Town of Auburn who meet the criteria outlined in Section 1:12.5 – 1:12.9 of this manual. This policy does not apply to members of the various Auburn Boards and Commissions who do not meet the criteria outlined in Section 1:12.5 – 1:12.9 of this manual and to whom no compensation is attached.

This policy is not an expressed or implied contract of employment. See the notice on the front page.

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. 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.

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; be provisions of state statute (i.e. – RSA 105:2-a – Police Chiefs or RSA 105-C:4 – Police Personnel) or positions where the individuals are selected by virtue of election and serve a term of office (i.e. – Town Clerk and Tax Collector).

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, religious creed, sex, national origin, ancestry, marital status, age or disability. The policy applies to decisions including, but not limited to, an employee's compensation, benefits, training and development, and other aspects 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 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.

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 Personal Use of the Telephone System(s) and Cell Phones

The Town’s telephone system(s) and Town provided cell phones are intended to be for Town business. It is understood that some incidental personal use of these devices may occur. “Incidental personal use”, however, is normally considered to be such uses during the workday as making short telephone calls home to check on children, calling a relative to coordinate that day’s schedule, or calls to respond to an urgent situation. It does not include excessive “social” calls. When considered in this light, it is expected that personal use of the Town’s telephone system(s) and cell phones, incidental or otherwise, be kept at a reasonable minimum. It is also expected that such calls, except in emergencies, be made during the employee’s break time and with discretion. There shall be no expectation of privacy in the use of Town telephone systems and cell phones. The Town may review and monitor such usage at any time. The employee shall turn in his or her cell phone immediately upon request of the Town Administrator or anyone acting on his or her authority.

1:8.2 Use of the Internet and E-Mail Communications

Access to information, ability to conduct business from your almost anywhere and the almost instant communications are seen to be an enhancement to doing one’s job. The Town recognizes this technology can be of benefit in the conduct of the public’s business. However, it also recognizes the potential for its misuse.

In order to inform and protect both the employees and supervisors, it shall be the policy of the Town that use of the Internet and e-mail communications while on the job shall be restricted to business use only. However, it is recognized that, as with telephones, some incidental personal use may occur. It is expected that personal use, incidental or otherwise, be kept at a reasonable minimum.

As part of this policy:

A) All computer and electronic equipment, including hardware, software and portable equipment, are the property of the employer. The employers reserves the right to monitor, access, change, delete, review or retrieve any and all information stored, accessed by or transmitted on any devise within its operations, including information which may have been deleted, but still exists on such systems.
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 devise owned by the Town without proper permission by the appropriate authority.
E) Employees who utilize various software programs licensed to the Town of Auburn which require security passwords in order to activate the program, or who shall have access to the Internet and/or e-mail service as part of their employment with the Town shall be required to sign a document with the Town which acknowledges the privileged use of these systems and which documents the individual's various passwords to these programs. This document shall be maintained as part of the employee's personnel file and may be accessed by the Town Administrator or another appropriate administrative agent acting on his or her authority.
F) Employees shall maintain any information necessary to comply with the Right to Know law(s).

1:8.3 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 their regular workday schedule as outlined in Section 6 of this manual. 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), while 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 Board of Selectmen for general Town Government; the Board of Police Commissioners for the Auburn Police Department; and the Board of Library Trustees 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, and shall include the individual(s) elected to serve as Town Clerk and Tax Collector for the duration of his or her terms of office only for the purposes of wages and benefits.

1:12.6 Full-Time Employee:

Is one 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:

Is one 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. Part-time employees do qualify for holiday pay as outlined in Section 6:1. Individual job descriptions for Town positions will indicate if the position is a part-time position. Standards for hours of work for Part-Time Police Officers are also addressed in Section 5:3, and Part-Time Employees (non law enforcement) are also addressed in Section 5:4.

1:12.8 Seasonal Employee:

Is one 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:

Is one hired to work for a defined, but limited, period of time when a special project, or emergency, or the filling of the position of an employee on a leave of absence or at long-term training requires the addition of employees for a specific time. Such an appointment may also include a person hired under an existing federal manpower program. 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.

1:12.12 Probationary Period:

Initial employment with the Town of Auburn shall be for a probationary period 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.

An extended probationary period is to permit further evaluation of the employee's skills and adaptation to the job, and shall not exceed ninety (90) days. There shall be only one extension of a probationary period granted for any probationary employee.

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.

1:12.14 Promotion/Demotion:

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.

The Town will only seek outside applicants when it has determined that current employees do not possess the skills necessary to perform adequately in the 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.

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.

1:12.16 Personnel File:

Personnel Files are permanent records of the Town which documents an individual's employment with the Town of Auburn. Personnel files shall be maintained and accessed pursuant to New Hampshire Revised Statutes Annotated 275:56 and Section 1.5 of this policy.

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 Administrative Assistant to 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 1st through December 31st.

1:12.21 Anniversary Date:

Shall mean the date of initial hire by the Town for any given employee.

1:12.22 Volunteer Firefighters:

Volunteer members of the Auburn Fire Department are considered to be bona fide volunteers and, under the provisions of the federal Fair Labor Standards Act (FLSA), are exempt from minimum wage and overtime. As bona fide volunteers, these individuals are not considered to be employees of the Town of Auburn, and are not subject to the provisions of the Town of Auburn Personnel Policy.

1:12.23 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 administrative agent 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 administrative agent. 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 administrative agent. 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. At the receipt of any written complaint, a copy shall be given to the employee.

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

2:1 Town Clerk and Tax Collector

For the purposes of this policy, the elected positions of Town Clerk and Tax Collector are included in the overall wage and benefit practices of the Town of Auburn. However, as elected officials, none of the appointing authorities have direct supervisory authority over the individuals serving in these elected positions. This is in compliance with RSA 31:9-b and RSA 41:25 for the Town Clerk and RSA 41:25 and RSA 41:33 for the Tax Collector.

3. Selection and Probationary Period

The appropriate administrative agent will hire and promote employees after consulting with the appropriate Department Heads.

3:1 Recruitment

Employment will be filled from within whenever possible. Staff position recruitment may be posted and/or advertised in local, statewide and/or regional newspapers. Specialized positions are advertised in targeted

publications and newspapers. Application deadlines as stated in the advertisement are strictly adhered to.

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 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.

Once a specific selection has been determined, that person will be contacted by telephone to ascertain their willingness to assume the position.

Depending on the job requirements, applicants may be required to agree to a criminal records check, credit check, medical examination, license review, and/or other testing as may be deemed appropriate and necessary for the position. Failure to agree to these checks will make the offer null and void.

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. Continued employment will be upon an acceptable employment review at the end of the probationary period.

3:4 Deviations in the Above Policies 3:1, 3:2 & 3:3

There may be some deviations in the policies within this Section 3, as outlined and set forth in Section 1:4.

4. Compensation

4:1 Rate of Pay

Upon hire, an employee’s rate of pay will be determined and established by the appropriate administrative agent in accordance with the pay range for the position that is 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 a salary or an equivalent hourly wage rate.

All employees of the Town of Auburn 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).

At no time shall a new hire to the Town of Auburn be paid at a higher rate of pay than the Step 11 for that position in the Wage Schedule.

At no time shall an existing employee who is promoted to a new position with a new Labor Grade in the Salary Classification Plan 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 appropriate appointing authority of any new hire or promoted employee shall establish the rate of pay by the time of hire (RSA 275:49), and shall immediately provide notice of same to the Selectmen's Office. The Town Administrator will have the responsibility of certifying the designated Labor Grade and Step for all new hires and/or promoted employees chosen by the appropriate appointing authority is in accordance with this policy, the Town of Auburn Salary Classification Plan and the Town of Auburn Wage Scale. Any indication that a designated rate of pay is not in accordance with this policy, the Town Administrator shall return the notice to the appointing authority indicating what would need to be changed.

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 (Appendix B) on an annual basis as of the their individual anniversary date of employment with the Town based on 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 employees whose anniversary dates fall between January and March, retroactive step increases shall be provided by April 1st based on a positive job performance review and funds being available in the adopted operating budget.

4:1.2 Cost of Living Adjustment (COLA) Increases

Cost of Living Adjustment (COLA) increases will be approved by the Board of Selectmen and given to all employees on April 1st of each year. 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. 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.

In order to maintain the Town of Auburn Wage Schedule (Appendix B) in as current a state as possible, it shall be the responsibility of the Town Administrator to adjust the Town of Auburn Wage Schedule whenever a COLA increase is provided for Town employees.

In the event that the average between the Consumer Price Index (CPI) for the Northeast and the Social Security COLA results in a negative number, there shall be no COLA issued for that year. Nor will there be a corresponding decrease in wages based on the negative number.

4:1.3 Merit Increases

Merit increases may also be issued to employees based on the application for a Merit Increase by an employee who has a minimum of three (3) years of service with the Town of Auburn and the availability of funds that could be used for this purpose.

Employees who seek a Merit Increase should submit a letter of application to the Town Administrator by June 1st of any given year, with a copy to their appointing authority (i.e. – Board of Selectmen, Library Trustees or Police Commissioners). This application should outline their request and the reason(s) they believe that they should be considered for a merit increase. The Employee may supply any documentation they believe would support their request.

The Town Administrator shall notify the appropriate appointing authority that an application for a Merit Increase has been received, and encourage their written recommendation as to whether the application should be approved or denied, and what forms the basis for their recommendation. All of the materials received will be provided to the Board of Selectmen, who will serve as a Review Committee to consider the employee's application. The Selectmen may choose to interview the employee concerning the application as part of their decision process.

The Board of Selectmen shall make the final determination of whether a Merit Increase is granted or not, and shall issue their decision by July 1st of any given year.

If awarded, a Merit Increase shall be a one step increase for the appropriate Labor Grade & Step of the employee.

If an Employee is approved for a Merit Increase, that individual Employee will become ineligible to apply for or be considered for another Merit Increase for a minimum of three (3) years.

Merit Increases are intended to be for work efforts that are considered to be above and beyond what is normally expected of an employee. Merit Increases are not intended to be routine awards, and shall only be funded for the initial budget year of award from the Merit Increase pool contained in the Town's Personnel Administration budget.

4:2 Overtime

Time worked by an employee in excess of forty (40) hours, exclusive of holidays, in any one-week period shall be considered overtime and will be compensated at the rate of one and one-half of the employee's normal hourly rate. "Time worked" is the same as defined in 4:2:1. Overtime must be pre-approved by the employee's Department Head. Employees who fail to obtain prior approval for overtime may be subject to discipline.

Pursuant to the provisions of the federal Fair Labor Standards Act , (29 C.F.R. § 778.104, Section 7(k)), time worked by law enforcement personnel in excess of 80 hours in a 14-day period shall be considered overtime and will be compensated at the rate of one and one-half of the employee's normal hourly rate.

Salaried employees are not eligible to receive overtime for hours worked in excess of forty (40) hours in any one-week period. In the case of law enforcement personnel, salaried employees are not eligible to receive overtime for hours worked in excess of eighty (80) hours in a 14-day period.

Overtime for part-time employees will be calculated as prescribed by law after the part-time employee has worked in excess of forty (40) hours in a given week.

4:2.1 Time Worked

"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.

4:3 Compensatory Time

Non-exempt employees, who are entitled to overtime, meaning they worked in excess of forty (40) hours in a workweek (or eighty (80) hours in a 14-day work period for law enforcement officers as identified in Section 4:2 above), may choose time off in lieu of monetary overtime compensation in accordance with this policy. Exempt employees are not

entitled to compensatory time. Compensatory time received in lieu of cash will be at the rate of not less than one and one-half hours of compensatory time for each hour of overtime work.

All regular non-exempt employees may accrue not more than 40 hours of compensatory time.

Use of compensatory time must be approved in advance by the Department Head. If the accrued compensatory time is not used by December 31st of each year, the employee shall be paid for the time worked at their appropriate rate in accordance with federal and state law. Accrued Compensatory Time will not be allowed to be carried forward from year to year.

Upon termination of employment, the employee will be paid for any accrued, unused compensatory time at their appropriate rate as part of their separation pay.

These provisions for Compensatory Time will be effective January 1, 2012

4:4 Full-Time Fire Fighter Call Back

Full-time Fire Fighters are eligible for Call Back Pay if:

1. There is a confirmed structure fire and a tone for a working fire is transmitted or a multiple alarm is transmitted.
2. A manpower recall tone is transmitted.
3. Lack of Call Fire Fighters to cover the station during the incident. This is at the decision of the Fire Chief or his designee.

Full-Time Fire Fighters that return for “Call Back” will be compensated at the rate of one-and-one-half times their hourly rate of pay.

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.

5:3 Part-Time Police Officers

To ensure compliance with the Code of Administrative Rules for the NH Police Standards and Training Council (Pol 302.12), the standards of the New Hampshire Retirement System (RSA 100-A:1, VII) and the employment standards of the Town of Auburn, no part-time police officer of any rank who is a retiree of the New Hampshire Retirement System shall be scheduled to work more than 32 hours per week on any regular basis, regardless of whether the officer is a full-time certified police officer or a part-time certified police officer by the NH Police Standards and Training Council. Should a part-time police officer who is a retiree of the New Hampshire Retirement System be designated as a Seasonal Employee as defined in Section 1:12.8 of this policy, then they may be scheduled to work for up to 40 hours per week for no more than five consecutive months during a 12 months period.

Part-time police officers who are not a retiree of the New Hampshire Retirement System are subject to the limitations of part-time employee as defined in Section 1:12.7 of the policy. Any and all duty or pay hours including scheduled patrols, special details, DWI Road Blocks, Accrued Earned Time, etc., will be considered for these hour limitations.

Should a part-time police officer be employed by more than one law enforcement agency, it shall be the responsibility of the individual police officer to notify each hiring authority that he/she has reached the maximum permissible hours as may be allowed under standards of the NH Police Standards and Training Council and is unavailable for further duty during the calendar year.

5:4 Part-Time Employees

To ensure compliance with the standards of the New Hampshire Retirement System (Code of Administrative Rules 302.05 (b) (1) and RSA 100-A:3,I, (a), 1-4) and the employment standards of the Town of Auburn, no non-law enforcement part-time employee who is a retiree of the New Hampshire Retirement System shall be scheduled to work more than 32 hours per week on any regular basis. Should a non-law enforcement part-time employee who is a retiree of the New Hampshire Retirement System be designated as a Seasonal Employee as defined in Section 1:12.8 of this policy, then they may be scheduled to work for up to 40 hours per week for no more than five consecutive months during a 12 months period.

Non-law enforcement part-time employees who are not a retiree of the New Hampshire Retirement System are subject to the limitations of part-time employee as defined in Section 1:12.7 of the policy. Any and all duty or pay hours will be considered for these hour limitations.

6. Compensated Absences

All employees must complete a ninety (90) day waiting period prior to becoming eligible for compensated absences other than earned time. All employees begin accruing earned time on a monthly basis from the start of their employment with the Town.

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, Columbus Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, and Christmas Day.

Full-Time Fire Fighters will receive nine (9) 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 and Christmas Day. If the holiday falls on the weekend, no Monday or Friday holiday will be observed.

The Griffin Free Public Library recognizes nine (9) paid holidays: New Year's Day, Independence Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, December 24th, Christmas Day and December 31st. The ninth holiday will be a floating holiday to be used with prior approval of the Library Director. In addition, the Library will close at 5:00 pm on the day before Thanksgiving. When Christmas and New Year's Day occur on days the Library is normally closed, the holidays will be observed on the Library's next normal business day.

Auburn will observe these holidays on the day designated by the State of New Hampshire (RSA 288:1). 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.

Due to the changing seasonal schedule of the Griffin Free Public Library, the closing of the Library in recognition of holidays will be determined by the Trustees of the Library.

Employees who are regularly scheduled to work, but do not work and observe the holiday, will receive their normal rate of pay for the day.

If an 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 or has the choice of taking another day for the holiday by the following pay period that the holiday falls within. In this event, the employee will receive their regular rate of pay for working the holiday and receive another day off during the pay period in lieu of the holiday.

Employees who are not regularly scheduled to work on the date of the holiday will not be eligible to receive pay for that holiday.

Administrative and fire personnel and offices of the Town of Auburn will observe the holidays that are outlined above. Holidays will generally only be worked by law enforcement personnel who are required to maintain regular shifts during the holiday observances.

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.

In the event that part-time law enforcement personnel are included in the shift rotation for holiday coverage, they will receive time-and-a-half their normal rate of pay for working the holiday shift(s).

Salaried employees do not receive any additional compensation whether they work on a holiday or not.

6:1.1 Forfeiture of Holiday Compensation

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

In the case of law enforcement personnel, it is recognized that due to the nature of shift schedules, it is likely they would not be scheduled to work the ordinary scheduled workday before and after the holiday, and therefore are exempt from that requirement.

6:2 Earned Time

Earned time is an alternative approach to the traditional manner of covering absence for vacation and sick leave of dividing benefits into a specific number of days for each benefit. Earned time puts these days together into a single benefit. Earned time days can be used for a variety of purposes, including a payment in cash at the time of termination*****. Earned time is available as soon as it is “earned”. The exact number of earned time days available each year will depend on the years of service to the Town. Regular new hires on probation may accrue earned time. It may be taken at a rate of one (1) day a month during probation.

- For purposes of this article, termination shall mean resignation, retirement, military, health, leave of absence, or any other leave approved by the Town.

6:2.1 Coverage

Employees who are employed in a permanent position of at least seventy-five (75%) time are covered by earned time. These employees would accrue earned time leave based on the number of hours their position is scheduled to work on a regular basis. The number of work days to be accrued is as follows:

Full Years of Service	Earned Leave Earned
1 Year	11 Work Days
2 – 5 Years	16 Work Days
6 – 10 Years	21 Work Days
More Than 10 Years	26 Work Days

The amount of earned time as follows:

Full Time Employee Earned Time Accrual (40 Hours Per Week)		
Full Years of Service	Fraction of a day per pay period	Hours Accrued Per Month
1 Year	3.385 Hours	7.34 Hours
2 – 5 Years	4.923 Hours	10.67 Hours
6 – 10 Years	6.462 Hours	14 Hours
More Than 10 Years	8.0 Hours	17.334 Hours

Full Time Employee Earned Time Accrual (35 Hours Per Week)		
Full Years of Service	Fraction of a day per pay period	Hours Accrued Per Month
1 Year	2.962 Hours	6.417 Hours
2 – 5 Years	4.308 Hours	9.334 Hours
6 – 10 Years	5.654 Hours	12.25 Hours
More Than 10 Years	7.0 Hours	15.667 Hours

For the purposes of this policy, years of service will be calculated from the date of continuous full-time employment with the Town. Employees hired prior to October 28, 2015 will be based on all continuous employment with the Town – full and part-time. Employees accumulate earned time based on regularly scheduled hours worked and on years of service to the Town up to the annual amount defined in the tables above.

Earned time may be taken prior to the time it is accrued (earned) only with written consent, and if the employee leaves employ with the Town, the amount that was taken but not earned will be deducted from the employee's final paycheck.

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.

6:2.2 Regular Part-Time Employee Earned Time Entitlement

Effective April 1, 2014, any part-time employee will not be eligible for earned time accrual.

6:2.3 Earned Time Usage

Earned time may be used any time after being earned, including during an employee's probationary period, except that during probation for new hires, earned time may only be used at a rate of one (1) day a month. The employee and his/her supervisor, prior to the date of absence will mutually agree upon all planned absences.

Earned time must be taken to cover absence for any reason, including illness, vacation. Funeral (other than bereavement leave), dentist or doctor visits, etc., as long as the total number of days taken meets the minimum required usage as indicated.

Earned time may be used in one (1) hour units.

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**.

6:2.5 Maximum Accrual of Earned Time

The maximum accrual as of December 31st of each year shall be 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. In the event that an employee has accrued more than forty-five (45) days as of December 31, 2007 and thereafter, he/she shall be capped and grandfathered at that level.

Accrued Earned Time, up to a maximum of forty-five (45) earned time days, 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.

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

6:2.6 Conversion from Vacation and Sick Leave to Earned Time

With the conversion from Vacation and Sick Leave to Earned Time leave as of March 5, 2007, employees with accrued vacation leave remaining as of December 31, 2006 will see that leave converted to Earned Time leave. Earned time for 2007 and beyond, as established above, will begin to accrue as of January 1, 2007.

Employees who have Sick Leave balances as of December 31, 2006, will retain those balances and be able to utilize the balance until it is depleted. Under previous Town of Auburn Personnel Policies, compensated sick leave was not earned on an accrual basis and unused balances were not to be paid out upon termination of employment. Accordingly, Sick Leave balances will not be converted to Earned Time. The remaining Sick Leave balances may be used for the employee's, spouse's, child's or parent's illness, sickness or disability needs, including medical, dental and optical appointments. Sick Leave may be used in one-hour increments.

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 Bereavement Leave

All 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 scheduled work hours missed. Additional time off, if requested, may be charged to accumulated vacation 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, immediate in-laws, grandparents or grandchildren.

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

6:4 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 Leaves of Absence

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 provides 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 administrative agent, at its discretion, may approve other types of leaves on a case-by-case basis.

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 9. 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 of Auburn will cover will cover 90% of the premium for single plans, regardless of Point of Service (POS) or Health Maintenance Organization (HMO) coverage; 80% for two-person and family POS coverage and 85% for two-person and family HMO coverage.

Effective July 1, 2015, the Town of Auburn will cover 90% of the premium for single open access or consumer driven health plans; and 85% for two-person and family open access or consumer driven health plans.

The open access and consumer driven health plans are available to any employee hired on or after July 1, 2015. The plans would be available to all current employees hired before July 1, 2015 during the annual open enrollment period when insurance participants may change plans, enroll in the Town's group coverage or add/drop dependents.

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

Information concerning the medical and dental coverage plans will be available upon request. The elected Road Agent, due to the full-time nature of this position, will be eligible for medical and dental coverage under the same terms and conditions as other full-time employees if he/she chooses to have coverage.

9:1.2 Group Disability Coverage

The Town of Auburn provides all regular full-time employees with short-term disability insurance coverage. Information concerning short-term disability insurance will be available upon request.

9:2 Payment In Lieu of 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 $38.50 per week ($77.00 per pay period). Effective January 1, 2012, the Payment in Lieu of Insurance cash payment will be increased to $57.69 per week ($115.38 per pay period). This payment shall be paid regularly through the employee's pay check. 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 each December to continue the payments. Falsification of the application, or failure to notify the Town Administrator immediately when eligibility ceases, may make employees 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 Group I Retirement

Under Group 1 guidelines, all regular full-time municipal employees hired before February 15, 1993 **may** elect to join the New Hampshire Retirement System (NHRS); full-time employees hired after February 15, 1993 **are required** to join. 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. As of April 1, 2006, all contributions to the New Hampshire Retirement System will be on a tax deferred basis. Membership is not retroactive.

9:3.2 Group II Retirement

Under Group II guidelines, all regular full-time police officers and firefighters are required to join the NHRS. 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 rate. As of April 1, 2006, all contributions to the New Hampshire Retirement System will be on a tax deferred basis. Membership is not retroactive.

9:3.3 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 hired after April 1, 1985, 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 administrative agent 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 administrative agent will be paid for by the Town.

All employees taking courses on their own initiative and with prior approval of the appropriate administrative agent may be reimbursed for the cost or 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 administrative agent prior to the start of the course.
2. A copy of the application must be kept in the employee personnel file.
3. 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.
4. If a person fails to attend or does not complete the course, the employee shall reimburse to the Department all advance payments that were paid 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.
5. Prior to commencing any continuing education program not required to hold their position that the employer agrees to be financially assisting with tuition, the employee shall enter into an Employment Training Agreement with the employer committing to stay with the employer for a pre-determined length of time after the successful completion of the degree or certification course. The time commitment of continued service will be equal to the time for the certificate or degree program. Should the employee leave for a position with another employer prior to the end of the pre-determined length of time documented in the

Employment Training Agreement, the employee would reimburse the employer a pro-rated portion of the course or training costs that would be documented in the Employment Training Agreement. A sample Employment Training Agreement is included as Appendix E of the Town of Auburn Personnel Policy.

9:4.1 College for America

The Town of Auburn has established a partnership with the College for America (CFA) at the Southern New Hampshire University that makes available to Town employees competency-based college degree programs. This opportunity is open to all Town employees, full or part-time. Employees enrolling in the program may be required to have a confirmation from the Town Administrator, who is the Town of Auburn CFA liaison as part of their program enrollment.

While the Town of Auburn is partnered with the College for America (CFA) to have the college degree programs available to Town employees, the CFA will directly bill students for the cost of their tuition. The Town of Auburn is not financially responsible for tuition costs unless the employee has sought assistance and approval from their employer prior to enrolling in the program and have entered into an Employment Training Agreement as outlined above.

9:5 Workers Compensation

All employees 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 Reinstatement

For a period of eighteen (18) months from the date of injury, any fill-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 can not return to the former position or if the employee accepts employment with another employer.

9:5.2 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. Particular information may be available from the New Hampshire Department of Employment Security (NHDES) local office for this area.

9.7 Flexible Benefits Plan – Premium Conversion

The Town shall provide employees with the ability to handle their medical and dental insurance premium co-payment amounts through payroll deduction, on a pre-tax basis. By electing to enroll in the Flexible Benefits Plan, the employee's share of insurance premium payments will be deducted from their paychecks on a **pre-tax** basis. This will, as a result, provide a payroll tax savings to both the employee and the employer, without any reduction in wages on the part of the employee. Employees will actual realize more take home earnings than if not enrolled in the Flexible Benefits Plan. Participation in this program is strictly voluntary on the employee's part.

9.8 Healthcare Flexible Spending Accounts

As a benefit of employment with the Town of Auburn, the Town shall provide employees with the ability to establish a Healthcare Flexible Spending Account that allows the employee to pay for qualifying healthcare expenses with **pre-tax** dollars. Contributions to this account are directly deducted from employees' paychecks before federal income or Social Security taxes are withheld, and qualifying reimbursements are also not taxable to the employee. Healthcare Flexible Spending Accounts may be used for deductibles for medical and dental care, medical and dental co-payments, vision and hearing care expenses, prescription drug co-pays, or over-the-counter medications. Participation in this program is strictly voluntary on the employee's part.

9.9 Dependent Care Reimbursement Accounts

As a benefit of employment with the Town of Auburn, the Town shall provide employees with the ability to establish a Dependent Care Reimbursement Account that allows the employee to pay for qualifying dependent or elder care expenses with **pre-tax** dollars. Contributions to this account are directly deducted from employees' paychecks before federal income or Social Security taxes are withheld, and qualifying reimbursements are also not taxable to the employee. Dependent Care Reimbursement Accounts may be used for things like full-time daycare, after-school care and summer day camp. Participation in this program is strictly voluntary on the employee's part.

9.10 Direct Deposit

The Town shall provide employees with the ability to have their payroll checks deposited directly in the banking institution(s) of their choice by the Town, as opposed to receiving an actual pay check. The Town shall ensure under this process the employee's paycheck amount is deposited into the bank account(s) the employee has designated on the Town's pay date for each pay period. The Town shall also provide an accounting of that pay period's earnings and deductions to each employee that elects to utilize Direct Deposit in place of an actual pay check. Participation in this process is strictly voluntary on the employee's part, and is provided at no cost to the employee.

9.11 Longevity Pay

To recognize the service and tenure of longer-term Town employees, the Town shall provide an added benefit of Longevity Pay. The annual stipend will be paid to employees who have five or more years of service to the municipality. The Longevity Pay shall be paid on an annual basis during the first two weeks of December. Longevity Pay shall only be paid to those employees who are in the Town's employee at the time the benefit checks are being issued in December, and shall not be pro-rated to employees who may leave the Town's employ prior to that time. 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

The Town Administrator will be responsible for annually processing the manifest for Longevity Pay during the first two weeks of December.

9.12 Supplemental Insurance Programs

The Town has arranged to provide employees with the ability to secure various supplemental insurance programs (i.e. – Accident, Life, Cancer and other coverages) if they want to have such coverage. The Town will not pay any part of the insurance premiums chosen by employees, 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, while other coverages are not. By electing to enroll in the Flexible Benefits Plan (Section 9.7 above), the employee's insurance premium payments that may be deducted from their paychecks on a pre-tax basis, depending on the type of insurance coverage selected. This will, as a result, provide a payroll tax savings to both the employee and the employer, without any reduction in wages on the part of the employee. Employees will actual realize more take home earnings than if not enrolled in the Flexible Benefits Plan. Participation in this program is strictly voluntary on the employee's part.

9.13 Supplemental Retirement Program

The Town has arranged to provide employees with the ability to secure a defined contribution plan (deferred compensation) for supplemental retirement planning through AIG / VALIC if employees want to have such coverage. 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. Contributions made to such a defined contribution plan are eligible for being handled on a pre-tax basis. By electing to enroll in the Flexible Benefits Plan (Section 9.7 above), the employee's deferred compensation payments will be deducted from their paychecks on a pre-tax basis. This will, as a result, provide a payroll tax savings to both the employee and the employer, without any reduction in wages on the part of the employee. Employees will actual realize more take home earnings than if not enrolled in the Flexible Benefits Plan. Participation in this program is strictly voluntary on the employee's part.

10. Workplace Health and Safety Issues

10:1 Smoking in the Workplace

As of January 1, 1991, New Hampshire passed an Indoor Smoking Act (RSA 155:64-77). This law requires that smoking be restricted and regulated in enclosed places of public ownership, public access, and places of employment to protect the health of the people who use these public facilities. In order to comply with the provisions of this law, all Town owned buildings have been

designated “Non-Smoking”. Employees who violate this policy may be subject to discipline, including termination.

10:2 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 supervisors or department head has a reasonable suspicion of an individual is under the influence of illegal drugs or alcohol while on work time.

10:3 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 to the employer should the employer deem it necessary to do so.

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. This shall apply to Town owned/issued devices or ones privately owned by the employee or another individual while conducting Town business.

Employees are directed not to initiate and/or receive calls or use that equipment 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. Disciplinary action taken shall be consistent with the Department policy or Collective Bargaining Agreement.

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.

10:4 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 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. Employees who fail to comply with the provisions of this Section may face immediate discharge, even for a first offense.

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 contendre 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 contendre to a felony. Said documentation shall become a permanent part of that employee'' personnel file and may result in discharge.

10:5 Motor Vehicle Accident

All employees shall report to their Department Head within 24 hours any motor vehicle accident they have been involved in during time they are working for the Town of Auburn, whether using a Town of Auburn motor vehicle or a personally-owned vehicle.

All employees shall also report to their Department Head within 24 hours any motor vehicle accident they have been involved in regardless of whether it was during work hour or not, if they were operating a Town of Auburn motor vehicle.

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 one of their employees.

Employees shall make report of 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 by the employee to their Department Head or the Department Head to the Selectmen's Office within forty-eight (48) hours of the incident may lead to disciplinary action that may include, but not be limited to, verbal or written warning, suspension, demotion or discharge.

11. 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 insure 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.

11.1 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.

11:2 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 employees shall choose employee representatives from the Fire Department, Library, Police Department and Town Hall themselves through a ballot process. 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.

12. 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.

13. Disciplinary Procedures

It is the Town's policy 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 individual 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. Violations of any rule can not be ignored.

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 on Town property.
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 record.

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.

Disciplinary action will normally be taken in the following order:

(a) Verbal Warning
(b) Written Warning
(c) Suspension without pay
(d) Probation
(e) 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.

14. 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; be provisions of state statute (i.e. – RSA 105:2-a – Police Chiefs or RSA 105-C:4 – Police Personnel) or positions where the individuals are selected by virtue of election and serve a term of office (i.e. – Town Clerk and Tax Collector).

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 full or part-time Town employee.

14:1 Exit Interview

The Town of Auburn is committed to the development and retention of employees. To support this commitment, the Town of Auburn has developed an Exit Interview process.

An exit interview is intended to elicit information and input from an employee who has decided to leave the Town of Auburn. The exit interview can play an important part in understanding why employees choose to leave the organization, and provide insight that might not be available in any other format.

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. Trends can be identified that may lead to potential changes in employment practices and the work environment. The goals of any changes that are made will be designed to improve employee retention/reduce turnover.

14:1.1 Procedure

A. Once an employee provides notice they are leaving (i.e. retiring, resigning, etc.) from the Town of Auburn, the immediate supervisor should contact the Town Administrator within 48 hours or less of receiving notice of the pending employee separation. This will ensure the Town meets it's legal responsibilities to the departing employee, in addition to initiating the exit interview process. The supervisor should provide the employee's name, contact information and last date of employment to the Town Administrator.

B. The Town Administrator will contact the employee and ask them to participate in the exit interview process. If the employee agrees to participate, a time, date and location will be established and agreed upon. The employee will also be asked if there is anyone he or she would want to participate in their interview or if there is anyone they want to be sure does not participate in their interview.

C. For employees who are not contacted prior to their leaving the Town of Auburn, the Town Administrator will send the former employee a notice requesting that they participate in the exit interview process.

D. All exit interviews will be conducted by one member of each of the two non-involved governing boards and the Town Administrator or designee. The Town Administrator shall arrange the panel to ensure there are no conflicts of interest by panel members. At no time will a supervisor or member of the departing employees department be involved in the exit interview.

E. All exit interviews will be conducted utilizing a standard set of questions intended to provide the Town and the employee with an opportunity for open dialogue.

F. The Town Administrator will be responsible for ensuring a report on the results of the exit interview is provided to the governing board of the departing employee, and others if appropriate.

14:2 Termination Payments

Regular employees terminating service with the Town for any reason will be entitled to all earned and unused vacation time and wages earned through the last days of work. 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.

14:3 Voluntary Termination

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

Employees who voluntarily terminate employment will be paid their final wages no later than the next regular payday, as provided under RSA 275:43, either through the regular pay channels or by mail if requested by the employee, except that if the employee gives at least one pay period's notice of intention to quit the employer shall pay all wages earned by the employee within 72 hours of termination.

14:4 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.

15. Sexual Harassment

The Town fully supports the principle of protecting and safeguarding the right and opportunity of all people to seek, obtain and hold employment without being subject to sexual harassment or discrimination of any kind in the workplace whether emanating from superiors, other employees or non-employees such as local officials, vendors, consultants or others. In the context of this policy, the term “employee” shall, where appropriate, include “non-employees”.

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964 and it is against the policies of the Town for any employee, male or female, to sexually harass another employee by:

a) making unwelcome sexual advances or requests for sexual favors or other verbal or physical conduct of a sexual nature a condition of an employee's employment, or
b) making submission to or rejection of such conduct the basis for employment decisions affecting the employee, or
c) creating an intimidating, hostile or offensive working environment by such conduct.

Sexual harassment does not refer to behavior or occasional complaints of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with work effectiveness. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms may include, but are not limited to:

Verbal	Sexual innuendoes, sexually suggestive comments, jokes of a sexual nature, sexual propositions, and threats.
Non-verbal	Sexually suggestive objects or pictures, graphic commentaries, sexually suggestive or insulting sounds, leering, whistling, obscene gestures.
Physical	Unwanted physical contact, including touching, pinching, brushing the body, coerced sexual intercourse or other sexual acts, assault.

Sexual harassment may be overt or subtle. Some behavior which is appropriate in a social setting may not be appropriate in the workplace. But whatever form it takes, verbal, non-verbal or physical; sexual harassment can be insulting and demeaning to the recipient and can not be tolerated in the workplace. Sexual harassment by any employee, manager, supervisor or non-employee will not be tolerated. All employees, managers and non-supervisors alike, will be expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy against sexual harassment. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, required counseling, suspension or termination.

Any employee who believes s/he has been subjected to sexual harassment or has witnessed sexual harassment in the workplace should report such conduct to their immediate supervisor or to the Board of Selectmen. A prompt investigation will be conducted and remedial action, if appropriate, shall be taken. No employee shall be subjected to retaliation or reprisals of any sort for reporting sexual harassment or participating or cooperating in an investigation.

16. 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.

17. Miscellaneous

17:1 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 sexual harassment (Section 14). However, no retaliatory action shall be taken against any employee who reports violations of federal and/or state laws to regulatory authority pursuant to the provisions of the state "Whistle Blowers Law" (RSA 275-E).

17:2 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 line 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.

17:3 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. The Auburn Police Department maintains Standard Operating Procedures (SOPs), while the Auburn Fire Department has established Standard Operating Guidelines (SOGs). Such policies, procedures, and rules should not conflict with these policies and procedures, or amendments thereto. Where conflicts arise, the policies and procedures outlined in this policy will prevail.

17:4 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.

As such, all personnel actions must be reported timely to the Selectmen's Office to ensure the rights of the employees are protected and the responsibilities of the employer (the Town) are performed.

A "Personnel Action Form" shall be completed by the responsible appointing or administrative authority for any employee and submitted to the Selectmen's Office 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, termination or other similar action. The Town's "Personnel Action Form" is included as Appendix D of the Personnel Policy.

The Selectmen's Office will maintain a functioning Human Resources file for all Town of Auburn employees, regardless of whether they are full-time, part-time or a seasonal / temporary employee. The Human Resources file shall include Personnel Action Forms, complete insurance applications; completed applications for the N.H. Retirement System; completed applications for Direct Deposit of paychecks; completed applications for participation in voluntary, payroll deducted programs; completed W-4; I-9 verifications, etc.

Human Resources files are not to be confused with 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.

17:5 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

The Town of Auburn Job Descriptions, initially prepared in 2005 and modified in 2011, 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.

In addition to the Job Descriptions referenced above, the following new or revised Job Descriptions have also been adopted by reference as part of these Personnel Policies:

Assistant Town Clerk & Tax Collector dated June 4, 2014
Police Department Office Manager dated June 26, 2014
Police Department Administrative Assistant/Dispatcher dated June 26, 2014
Land Use Administrator dated November 19, 2014
Library Director dated October 28, 2015

18:1 Town Clerk and Tax Collector

The elected position of Town Clerk has been established as a Labor Grade 12 in the Town of Auburn Classification Plan, while the elected

position of Tax Collector has been established as a Labor Grade 8. Should one individual be elected to serve in both positions at the same time, for the purposes of this policy, the positions will be treated as a combined Town Clerk & Tax Collector position and shall be established as a Labor Grade 13.

19. Separality

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

20. Supersession

These rules and regulations shall take effect March 5, 2007 upon the vote of the Board of Selectmen, Police Commission and Board of Library Trustees, and shall supersede all previous rules, regulations, customs and/or past practices that may be in use on the effective date, unless specific exceptions are made by the Board of Selectmen, 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.

21. 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 reviewed at least once as a public meeting and shall not be rejected or adopted until at least fourteen (14) days after the public meeting. If any proposed amendment is amended, there shall be at least one public meeting held prior to the adoption of the amended version of the rule(s).

APPENDIX A

TOWN OF AUBURN SALARY CLASSIFICATION PLAN

AUBURN CLASSIFICATION PLAN

GRADE 1	
GRADE 2	
GRADE 3	Cemetery Sexton Administrative Assistant/Dispatcher Board/Commission Secretary
GRADE 4	Deputy Town Clerk Animal Control Officer Police Officer (Non-Certified) Deputy Tax Collector
GRADE 5	Library Technical Assistant Office Manager Library Assistant Library Assistant – Children's Room
GRADE 6	Police Officer (Part-Time) Editor, Auburn Village Crier Firefighter/EMT Facilities Maintenance Manager
GRADE 7	Assessing Coordinator Executive Assistant Land Use Administrator Planning and Zoning Secretary Police Officer (Full-Time)
GRADE 8	Tax Collector
GRADE 9	Fire Lieutenant/EMT Parks and Recreation Program Manager

GRADE 10	Finance Director Building Inspector/Code Enforcement Officer Master Police Officer
GRADE 11	Fire Captain/EMT/Fire Inspector Detective Sergeant Police Sergeant
GRADE 12	Town Clerk
GRADE 13	Town Clerk & Tax Collector (if positions are held by one person)
GRADE 14	
GRADE 15	Police Lieutenant
GRADE 16	Library Director
GRADE 17	Police Captain
GRADE 18	
GRADE 19	Chief of Police
GRADE 20	Town Administrator

APPENDIX B

TOWN OF AUBURN WAGE SCHEDULE

TOWN OF AUBURN
WAGE SCHEDULE
2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Labor Grade 1																				
Hourly	$ 11.19	$ 11.41	$ 11.64	$ 11.87	$ 12.11	$ 12.35	$ 12.60	$ 12.85	$ 13.11	$ 13.37	$ 13.64	$ 13.91	$ 14.19	$ 14.48	$ 14.76	$ 15.06	$ 15.36	$ 15.67	$ 15.98	$ 16.30
Annual	$ 23,275	$ 23,741	$ 24,216	$ 24,700	$ 25,194	$ 25,698	$ 26,212	$ 26,736	$ 27,271	$ 27,816	$ 28,372	$ 28,940	$ 29,519	$ 30,109	$ 30,711	$ 31,325	$ 31,952	$ 32,591	$ 33,243	$ 33,908
Labor Grade 2																				
Hourly	$ 12.27	$ 12.52	$ 12.77	$ 13.02	$ 13.28	$ 13.55	$ 13.82	$ 14.09	$ 14.38	$ 14.66	$ 14.96	$ 15.26	$ 15.56	$ 15.87	$ 16.19	$ 16.51	$ 16.84	$ 17.18	$ 17.52	$ 17.88
Annual	$ 25,522	$ 26,032	$ 26,553	$ 27,084	$ 27,625	$ 28,178	$ 28,741	$ 29,316	$ 29,903	$ 30,501	$ 31,111	$ 31,733	$ 32,368	$ 33,015	$ 33,675	$ 34,349	$ 35,036	$ 35,736	$ 36,451	$ 37,180
Labor Grade 3																				
Hourly	$ 13.32	$ 13.59	$ 13.86	$ 14.14	$ 14.42	$ 14.71	$ 15.00	$ 15.30	$ 15.61	$ 15.92	$ 16.24	$ 16.56	$ 16.89	$ 17.23	$ 17.58	$ 17.93	$ 18.29	$ 18.65	$ 19.02	$ 19.40
Annual	$ 27,706	$ 28,260	$ 28,825	$ 29,401	$ 29,989	$ 30,589	$ 31,201	$ 31,825	$ 32,462	$ 33,111	$ 33,773	$ 34,448	$ 35,137	$ 35,840	$ 36,557	$ 37,288	$ 38,034	$ 38,795	$ 39,570	$ 40,362
Labor Grade 4																				
Hourly	$ 14.39	$ 14.68	$ 14.97	$ 15.27	$ 15.58	$ 15.89	$ 16.21	$ 16.53	$ 16.86	$ 17.20	$ 17.54	$ 17.89	$ 18.25	$ 18.61	$ 18.99	$ 19.37	$ 19.75	$ 20.15	$ 20.55	$ 20.96
Annual	$ 29,931	$ 30,530	$ 31,140	$ 31,763	$ 32,398	$ 33,046	$ 33,707	$ 34,382	$ 35,069	$ 35,771	$ 36,486	$ 37,216	$ 37,960	$ 38,719	$ 39,494	$ 40,283	$ 41,089	$ 41,911	$ 42,749	$ 43,604
Labor Grade 5																				
Hourly	$ 15.46	$ 15.77	$ 16.08	$ 16.41	$ 16.73	$ 17.07	$ 17.41	$ 17.76	$ 18.11	$ 18.48	$ 18.85	$ 19.22	$ 19.61	$ 20.00	$ 20.40	$ 20.81	$ 21.22	$ 21.65	$ 22.08	$ 22.52
Annual	$ 32,157	$ 32,800	$ 33,456	$ 34,125	$ 34,808	$ 35,504	$ 36,214	$ 36,938	$ 37,677	$ 38,430	$ 39,199	$ 39,983	$ 40,783	$ 41,598	$ 42,430	$ 43,279	$ 44,144	$ 45,027	$ 45,928	$ 46,846
Labor Grade 6																				
Hourly	$ 16.53	$ 16.86	$ 17.20	$ 17.54	$ 17.89	$ 18.25	$ 18.62	$ 18.99	$ 19.37	$ 19.75	$ 20.15	$ 20.55	$ 20.96	$ 21.38	$ 21.81	$ 22.25	$ 22.69	$ 23.15	$ 23.61	$ 24.08
Annual	$ 34,382	$ 35,070	$ 35,771	$ 36,487	$ 37,217	$ 37,961	$ 38,720	$ 39,495	$ 40,284	$ 41,090	$ 41,912	$ 42,750	$ 43,605	$ 44,477	$ 45,367	$ 46,274	$ 47,200	$ 48,144	$ 49,107	$ 50,089
Labor Grade 7																				
Hourly	$ 17.58	$ 17.93	$ 18.29	$ 18.66	$ 19.03	$ 19.41	$ 19.80	$ 20.19	$ 20.60	$ 21.01	$ 21.43	$ 21.86	$ 22.30	$ 22.74	$ 23.20	$ 23.66	$ 24.13	$ 24.62	$ 25.11	$ 25.61
Annual	$ 36,566	$ 37,298	$ 38,044	$ 38,805	$ 39,581	$ 40,372	$ 41,180	$ 42,003	$ 42,843	$ 43,700	$ 44,574	$ 45,466	$ 46,375	$ 47,303	$ 48,249	$ 49,214	$ 50,198	$ 51,202	$ 52,226	$ 53,270
Labor Grade 8																				
Hourly	$ 18.66	$ 19.03	$ 19.41	$ 19.80	$ 20.20	$ 20.60	$ 21.01	$ 21.43	$ 21.86	$ 22.30	$ 22.75	$ 23.20	$ 23.67	$ 24.14	$ 24.62	$ 25.11	$ 25.62	$ 26.13	$ 26.65	$ 27.18
Annual	$ 38,813	$ 39,589	$ 40,381	$ 41,188	$ 42,012	$ 42,852	$ 43,710	$ 44,584	$ 45,475	$ 46,385	$ 47,313	$ 48,259	$ 49,224	$ 50,208	$ 51,213	$ 52,237	$ 53,282	$ 54,347	$ 55,434	$ 56,543
Labor Grade 9																				
Hourly	$ 19.72	$ 20.11	$ 20.52	$ 20.93	$ 21.35	$ 21.77	$ 22.21	$ 22.65	$ 23.11	$ 23.57	$ 24.04	$ 24.52	$ 25.01	$ 25.51	$ 26.02	$ 26.54	$ 27.07	$ 27.61	$ 28.17	$ 28.73
Annual	$ 41,018	$ 41,838	$ 42,675	$ 43,528	$ 44,399	$ 45,287	$ 46,192	$ 47,116	$ 48,059	$ 49,020	$ 50,000	$ 51,000	$ 52,020	$ 53,061	$ 54,122	$ 55,204	$ 56,308	$ 57,435	$ 58,583	$ 59,755
Labor Grade 10																				
Hourly	$ 20.79	$ 21.21	$ 21.63	$ 22.06	$ 22.50	$ 22.95	$ 23.41	$ 23.88	$ 24.36	$ 24.85	$ 25.34	$ 25.85	$ 26.37	$ 26.89	$ 27.43	$ 27.98	$ 28.54	$ 29.11	$ 29.69	$ 30.29
Annual	$ 43,243	$ 44,108	$ 44,990	$ 45,890	$ 46,808	$ 47,744	$ 48,699	$ 49,673	$ 50,666	$ 51,680	$ 52,713	$ 53,767	$ 54,843	$ 55,940	$ 57,058	$ 58,200	$ 59,364	$ 60,551	$ 61,762	$ 62,997
Labor Grade 11																				
Hourly	$ 21.86	$ 22.30	$ 22.74	$ 23.20	$ 23.66	$ 24.14	$ 24.62	$ 25.11	$ 25.61	$ 26.12	$ 26.65	$ 27.18	$ 27.72	$ 28.28	$ 28.84	$ 29.42	$ 30.01	$ 30.61	$ 31.22	$ 31.85
Annual	$ 45,469	$ 46,378	$ 47,306	$ 48,252	$ 49,217	$ 50,201	$ 51,205	$ 52,229	$ 53,274	$ 54,339	$ 55,426	$ 56,535	$ 57,665	$ 58,819	$ 59,995	$ 61,195	$ 62,419	$ 63,667	$ 64,941	$ 66,239
Labor Grade 12																				
Hourly	$ 22.92	$ 23.38	$ 23.85	$ 24.32	$ 24.81	$ 25.31	$ 25.81	$ 26.33	$ 26.85	$ 27.39	$ 27.94	$ 28.50	$ 29.07	$ 29.65	$ 30.24	$ 30.85	$ 31.46	$ 32.09	$ 32.74	$ 33.39
Annual	$ 47,674	$ 48,627	$ 49,600	$ 50,592	$ 51,603	$ 52,636	$ 53,688	$ 54,762	$ 55,857	$ 56,974	$ 58,114	$ 59,276	$ 60,462	$ 61,671	$ 62,904	$ 64,162	$ 65,446	$ 66,755	$ 68,090	$ 69,451
Labor Grade 13																				
Hourly	$ 23.98	$ 24.46	$ 24.95	$ 25.45	$ 25.96	$ 26.48	$ 27.01	$ 27.55	$ 28.10	$ 28.66	$ 29.23	$ 29.82	$ 30.41	$ 31.02	$ 31.64	$ 32.27	$ 32.92	$ 33.58	$ 34.25	$ 34.93
Annual	$ 49,878	$ 50,876	$ 51,893	$ 52,931	$ 53,990	$ 55,070	$ 56,171	$ 57,295	$ 58,440	$ 59,609	$ 60,801	$ 62,018	$ 63,258	$ 64,523	$ 65,813	$ 67,130	$ 68,472	$ 69,842	$ 71,239	$ 72,663
Labor Grade 14																				
Hourly	$ 25.06	$ 25.56	$ 26.07	$ 26.59	$ 27.13	$ 27.67	$ 28.22	$ 28.79	$ 29.36	$ 29.95	$ 30.55	$ 31.16	$ 31.78	$ 32.42	$ 33.07	$ 33.73	$ 34.40	$ 35.09	$ 35.79	$ 36.51
Annual	$ 52,125	$ 53,167	$ 54,231	$ 55,315	$ 56,422	$ 57,550	$ 58,701	$ 59,875	$ 61,073	$ 62,294	$ 63,540	$ 64,811	$ 66,107	$ 67,429	$ 68,778	$ 70,153	$ 71,556	$ 72,987	$ 74,447	$ 75,936
Labor Grade 15																				
Hourly	$ 26.11	$ 26.63	$ 27.16	$ 27.71	$ 28.26	$ 28.83	$ 29.40	$ 29.99	$ 30.59	$ 31.20	$ 31.83	$ 32.46	$ 33.11	$ 33.78	$ 34.45	$ 35.14	$ 35.84	$ 36.56	$ 37.29	$ 38.04
Annual	$ 54,309	$ 55,395	$ 56,503	$ 57,633	$ 58,786	$ 59,961	$ 61,161	$ 62,384	$ 63,631	$ 64,904	$ 66,202	$ 67,526	$ 68,877	$ 70,254	$ 71,659	$ 73,092	$ 74,554	$ 76,045	$ 77,566	$ 79,118

Based on Wage Scale Adopted in 2011; Adjusted by 2% COLA approved in 2012; 1.7% COLA approved in 2013; 1.3% COLA approved in 2014 and 1.45% COLA approved in 2015.

TOWN OF AUBURN
WAGE SCHEDULE
2015

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Labor Grade 16																				
Hourly	$ 27.18	$ 27.72	$ 28.28	$ 28.84	$ 29.42	$ 30.01	$ 30.61	$ 31.22	$ 31.85	$ 32.48	$ 33.13	$ 33.79	$ 34.47	$ 35.16	$ 35.86	$ 36.58	$ 37.31	$ 38.06	$ 38.82	$ 39.60
Annual	$ 56,534	$ 57,665	$ 58,818	$ 59,995	$ 61,195	$ 62,419	$ 63,667	$ 64,940	$ 66,239	$ 67,564	$ 68,915	$ 70,293	$ 71,699	$ 73,133	$ 74,596	$ 76,088	$ 77,610	$ 79,162	$ 80,745	$ 82,360
Labor Grade 17																				
Hourly	$ 28.25	$ 28.82	$ 29.39	$ 29.98	$ 30.58	$ 31.19	$ 31.81	$ 32.45	$ 33.10	$ 33.76	$ 34.44	$ 35.13	$ 35.83	$ 36.54	$ 37.28	$ 38.02	$ 38.78	$ 39.56	$ 40.35	$ 41.15
Annual	$ 58,760	$ 59,935	$ 61,134	$ 62,357	$ 63,604	$ 64,876	$ 66,173	$ 67,497	$ 68,847	$ 70,224	$ 71,628	$ 73,061	$ 74,522	$ 76,012	$ 77,533	$ 79,083	$ 80,665	$ 82,278	$ 83,924	$ 85,602
Labor Grade 18																				
Hourly	$ 29.32	$ 29.91	$ 30.50	$ 31.11	$ 31.74	$ 32.37	$ 33.02	$ 33.68	$ 34.35	$ 35.04	$ 35.74	$ 36.46	$ 37.18	$ 37.93	$ 38.69	$ 39.46	$ 40.25	$ 41.06	$ 41.88	$ 42.71
Annual	$ 60,986	$ 62,205	$ 63,449	$ 64,718	$ 66,013	$ 67,333	$ 68,680	$ 70,053	$ 71,454	$ 72,883	$ 74,341	$ 75,828	$ 77,344	$ 78,891	$ 80,469	$ 82,079	$ 83,720	$ 85,395	$ 87,102	$ 88,845
Labor Grade 19																				
Hourly	$ 30.37	$ 30.98	$ 31.60	$ 32.23	$ 32.87	$ 33.53	$ 34.20	$ 34.89	$ 35.58	$ 36.29	$ 37.02	$ 37.76	$ 38.52	$ 39.29	$ 40.07	$ 40.87	$ 41.69	$ 42.53	$ 43.38	$ 44.24
Annual	$ 63,170	$ 64,433	$ 65,722	$ 67,036	$ 68,377	$ 69,744	$ 71,139	$ 72,562	$ 74,013	$ 75,494	$ 77,003	$ 78,543	$ 80,114	$ 81,717	$ 83,351	$ 85,018	$ 86,718	$ 88,453	$ 90,222	$ 92,026
Labor Grade 20																				
Hourly	$ 31.45	$ 32.08	$ 32.72	$ 33.37	$ 34.04	$ 34.72	$ 35.42	$ 36.13	$ 36.85	$ 37.59	$ 38.34	$ 39.10	$ 39.89	$ 40.68	$ 41.50	$ 42.33	$ 43.17	$ 44.04	$ 44.92	$ 45.82
Annual	$ 65,416	$ 66,724	$ 68,059	$ 69,420	$ 70,808	$ 72,225	$ 73,669	$ 75,142	$ 76,645	$ 78,178	$ 79,742	$ 81,337	$ 82,963	$ 84,623	$ 86,315	$ 88,041	$ 89,802	$ 91,598	$ 93,430	$ 95,299

Based on Wage Scale Adopted in 2011; Adjusted by 2% COLA approved in 2012; 1.7% COLA approved in 2013; 1.3% COLA approved in 2014 and 1.45% COLA approved in 2015.

APPENDIX C

APPLICATION FOR PAYMENT IN LIEU OF INSURANCE

TOWN OF AUBURN
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.

Full Name	**Relationship**	**Date of Birth (If under age 25)**

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

PERSONNEL ACTION FORM

PERSONNEL ACTION FORM
Town of Auburn

TO: Payroll and Personnel – Selectmen's Office

EMPLOYEE NAME: _____

POSITION: _____

DEPARTMENT: _____

THE REASON FOR THE CHANGE(S):
Complete all applicable sections:

- ☐ **NEW HIRE** ☐ **W-4** ☐ **I-9**
- ☐ **PROBATIONARY PERIOD COMPLETED** ☐ **Successfully** ☐ **Unsuccessfully**
- ☐ **MERIT INCREASE**
- ☐ **PROMOTION**
- ☐ **DEMOTION**
- ☐ **TRANSFER**
- ☐ **LEAVE OF ABSENCE:** _____
- ☐ **RETIREMENT**
- ☐ **RESIGNATION**
- ☐ **OTHER (Explain):**

THE CHANGE(S):

Mark All Applicable Boxes:	**Current:** (not applicable for new hires)	**New:**	**Office Use Only**
☐ RATE	**$**	**$**	
☐ GRADE--STEP			
☐ POSITION			
☐ OTHER:			

Check all that apply ☐ PART-TIME ☐ FULL-TIME ☐ SEASONAL/TEMPORARY

THE CHANGE SHALL BE EFFECTIVE: _____

APPROVED BY: _____ DATE: _____

Town Administrator Verification _____ DATE: _____

APPENDIX E

EMPLOYMENT TRAINING AGREEMENT

EMPLOYMENT TRAINING AGREEMENT

I, _____, an employee of the Town of Auburn, hereafter "the Town", agree and understand that the Town will expend approximately ***$ A*** dollars on a training program or course of **#** days in length during the period of ____**B**_____ to ____**B**_____entitled:

Title of Degree or Certification Program

I understand that the Town is entitled to a reasonable return on its investment in training and as such I agree that my obligation to the Town is for **#** calendar months of continuous employment commencing on the first day of the month following the month the training was successfully completed as defined in the Town of Auburn Personnel Policy. (This does not alter the status of my employment or impose any obligation on the part of the Town to continue my employment for any particular term or time.)

I further agree that if I voluntarily leave the employment of the Town for a related position, either public or private, or any other position directly related to the training provided where my value or employability has been enhanced, I am obligated to reimburse the Town, in full, a prorated portion of the training expenses based upon the number of months of the employment obligation specified above that have not been completed, and hereby authorize an appropriated deduction from any final wage to reimburse this obligation to the fullest extent possible. I understand that the full amount of this agreement will be fulfilled at the rate of ***$ C*** dollars per month.

I agree to pay all costs including reasonable attorney's fees incurred by the Town, should legal action become necessary to recover training expenses associated with this agreement.

The Town recognizes and agrees that at the end of the specified employment obligations on_____***D***_____, the employee has no further financial obligation attached to the above training program or course.

_____ _____

Employee Date

_____ _____

Town of Auburn Date

A -- Dollar Amount the Town is paying for the course on behalf of the employee

B -- Dates or Time Frame for the training program or course

C -- Prorated monthly amount for financial obligation (Example: 12 month program that the Town paid $1,200 towards. Prorated monthly amount is $100 ($1,200 divided by 12)

D -- Date the employee obligation for continued employment would end

EMPLOYMENT TRAINING AGREEMENT

I, _____, an employee of the Town of Auburn, hereafter "the Town", agree and understand that the Town will expend approximately $_____dollars on a training program or course of # days in length during the period of_____ to _____entitled:

Title of Degree or Certification Program

I understand that the Town is entitled to a reasonable return on its investment in training and as such I agree that my obligation to the Town is for # calendar months of continuous employment commencing on the first day of the month following the month the training was successfully completed as defined in the Town of Auburn Personnel Policy. (This does not alter the status of my employment or impose any obligation on the part of the Town to continue my employment for any particular term or time.)

I further agree that if I voluntarily leave the employment of the Town for a related position, either public or private, or any other position directly related to the training provided where my value or employability has been enhanced, I am obligated to reimburse the Town, in full, a prorated portion of the training expenses based upon the number of months of the employment obligation specified above that have not been completed, and hereby authorize an appropriated deduction from any final wage to reimburse this obligation to the fullest extent possible. I understand that the full amount of this agreement will be fulfilled at the rate of $_____dollars per month.

I agree to pay all costs including reasonable attorney's fees incurred by the Town, should legal action become necessary to recover training expenses associated with this agreement.

The Town recognizes and agrees that at the end of the specified employment obligations on_____ _____, the employee has no further financial obligation attached to the above training program or course.

_____ _____

Employee Date

_____ _____

Town of Auburn Date

EMPLOYMENT TRAINING AGREEMENT

I, _____, an employee of the Griffin Free Public Library, hereafter "the Library", agree and understand that the Library will expend approximately $_____dollars on a training program or course of # days in length during the period of_____ to _____entitled:

Title of Degree or Certification Program

I understand that the Library is entitled to a reasonable return on its investment in training and as such I agree that my obligation to the Library is for # calendar months of continuous employment commencing on the first day of the month following the month the training was successfully completed as defined in the Town of Auburn Personnel Policy. (This does not alter the status of my employment or impose any obligation on the part of the Library to continue my employment for any particular term or time.)

I further agree that if I voluntarily leave the employment of the Library for a related position, either public or private, or any other position directly related to the training provided where my value or employability has been enhanced, I am obligated to reimburse the Library, in full, a prorated portion of the training expenses based upon the number of months of the employment obligation specified above that have not been completed, and hereby authorize an appropriated deduction from any final wage to reimburse this obligation to the fullest extent possible. I understand that the full amount of this agreement will be fulfilled at the rate of $_____dollars per month.

I agree to pay all costs including reasonable attorney's fees incurred by the Library, should legal action become necessary to recover training expenses associated with this agreement.

The Library recognizes and agrees that at the end of the specified employment obligations on_____ _____, the employee has no further financial obligation attached to the above training program or course.

_____ _____

Employee Date

_____ _____

Griffin Free Public Library Date