



HAMPDEN TOWN COUNCIL WORKSHOP
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 13, 2020

6:00 P.M.

- A. CALL TO ORDER
- B. UNFINISHED BUSINESS
- C. NEW BUSINESS
 - a. Review of guidelines for affiliate sport groups for Recreation
 - b. Legal opinion/discussion on the MOU with the Mystic Lodge
 - c. Marijuana fees review
 - d. Proposed Amendments to the Personnel Rules Ordinance
- D. ADJOURNMENT

Note: Council will take a five-minute recess at 8:00 p.m.

FOR THOSE THAT WISH TO PARTICIPATE IN THE
REMOTE HAMPDEN TOWN COUNCIL
WORKSHOP ON OCTOBER 13, 2020, AT 6:00
PM YOU MAY PHONE IN USING THE
FOLLOWING NUMBER (FOLLOWED BY THE
PIN #)

1-218-503-2274 PIN 377 897 915#

OR-

FROM A LAPTOP OR A DESKTOP, YOU MAY GO
TO THIS URL: [https://meet.google.com/
pth-pimq-wsa?hs=122&authuser=0](https://meet.google.com/pth-pimq-wsa?hs=122&authuser=0) AND JOIN
US THAT WAY

**INSTRUCTIONS ARE POSTED WITH THE AGENDA
AND SEPARATELY ON THE TOWN CALENDAR AT
WWW.HAMPDENMAINE.GOV**

Using Google Meet to Participate in Hampden Town Council Remote Meetings

How to join:

1. Town Council members will receive an email or a Google Calendar Invite with a link to join the meeting.
2. People interested in joining will need to go to the link posted on the town events calendar at www.hampdenmaine.gov.
3. Anyone can also join for audio-only participation by calling the number provided on the town events calendar and then entering the PIN provided followed by the # symbol.

Protocols for Remote Meetings:

1. Log in or call in at least 5 minutes before scheduled start of meeting.
2. For the audio portion, use either your phone or your computer microphone, not both.
3. Mute your phone or computer mic unless speaking. Remember to un-mute if you want to speak. To mute or unmute in Google Meet, click on the little microphone icon at the bottom of the screen; note you may need to move your mouse pointer around the bottom of your screen to get the bottom bar to appear.
4. Speak up if using a computer microphone or if using the speaker function on your telephone.
5. Do not rustle papers in front of your mic unless it's muted. Please minimize background noise.
6. If you're referring to a document, identify it including page or sheet number.
7. If using the video function, have a light source in front of you if possible. Try to avoid backlighting.
8. If you want to look good, have your camera mounted at eye level or above. Look at yourself on screen to check the lighting, camera position, what's in the background, etc. In Google Meet, you can do this "video check" when you open the program before you join the meeting.
9. If you are participating by audio only, identify yourself when speaking.
10. ALL votes will be by roll call.
11. After the meeting is adjourned, click on the red phone icon on the bottom bar to leave the meeting, or (obviously) just hang up the phone if that is how you are participating.

For detailed instructions on using Google Meet, please refer to their website:

support.google.com/a/users/answer/9282720?hl=en



TOWN OF HAMPDEN

Recreation Department

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-6451

FAX 862-5067

October 5, 2020

To: Paula Scott
From: Shelley Abbott
Subject: 2020 Update Guidelines for Affiliated Organizations

Town Staff have worked to update the Guidelines for Affiliated Organizations after some recent changes in insurance coverage, deposit protocol, and use expectations as a result of the COVID-19 pandemic. The update began in 2017 with recommendations from former TM Jennings that occurred after lengthy use discussions with Bronco Travel Soccer/Coldbrook Travel Soccer, and event insurance coverage for Hampden Children's Day. The proposed draft was finally completed in late August 2020 with further content updates being provided by the Town Manager, Finance Director, and Recreation staff.

Affiliate Organizations offer additional recreation opportunities to the community of Hampden that strengthens the desirability of residing in this town and contributes to the economic vitality of our community. The proposed draft update further defines the relationship and expectations between the Town of Hampden and user groups who utilize town property, town services, or town support to operate recreation opportunities beyond the scope of services our town department provides.

The original guidelines (2004) were produced by former Recreation Director Mathies and updated over the years with the assistance of the former Services Committee and Recreation Committee. After extensive research this summer, town staff have not been able to determine if the original document was ever accepted by the Town Council. In order to complete the 2020 update of these guidelines TM Scott felt it was appropriate to review them at the October 13th Council Workshop, answer any questions, and/or address any concerns with the proposed draft before placing it on a Council agenda for acceptance. After the Guidelines for Affiliated Organizations are officially adopted, the Recreation Department will reach out to current Affiliate Organizations and reestablish terms for operations for the 2021 calendar year.

Thank you for your consideration.

Shelley Abbott
Recreation Director

Guidelines for Affiliated Organizations
Town of Hampden

Hampden Recreation Department

All teams, organizations, boards, committees, etc. wishing to be sanctioned by the Town of Hampden and Hampden Recreation Department for the purpose of fiscal agency, facility use, financial support or staff support must adhere to the following guidelines:

Insurance for Users of Town of Hampden Facilities

Organizing group must obtain a \$1,000,000 general liability insurance policy. Please forward a certificate of insurance indicating policy coverage and naming the **Town of Hampden and specific town facility of use** as an additional insured person or organization for the covered period of facility use requesting. Certificate holder should read: *Town of Hampden, Maine, 106 Western Avenue, Hampden, ME 04444* followed by the facility name and facility location.

Fiscal Agent Responsibilities

The Town of Hampden processes invoices on a bi-monthly basis. Checks are issued the day after Town Council meetings. Invoices submitted for payment are due to the finance department by the Tuesday before the Council Meeting at the close of business for processing on the upcoming warrant.

Deposits for affiliated organization accounts will be received by the Town of Hampden staff with an accounting of the funds only. Please submit a record with a breakdown of cash, checks, and change, along with a total at the time of deposit.

All monies for deposit should be banded appropriately and all coinage should be rolled in advance (if applicable).

Use this guide when bundling cash and coin for deposit.

Bills

1. Count all bills twice to verify the total amount you are depositing.
2. Band like denominations together with all bills facing the same direction.

If you are depositing enough bills of like denomination, band them in the following manner:

- 25 x \$1 bills = \$25
- 20 x \$5 bills = \$100
- 25 x \$10 bills = \$250
- 25 x \$20 bills = \$500

Coins

1. Count all coins twice to verify the total amount you are depositing.
2. Roll large quantities of coins in coin wrappers as follows:
 - 50 x pennies = 50¢
 - 40 x nickels = \$2
 - 50 x dimes = \$5
 - 40 x quarters = \$10
3. Place any coins unable to make a full roll in a sealed envelope and write the total amount on the outside.

Bill and coin wrappers are available from Hampden Recreation Department if needed.

The Town of Hampden will present the affiliated organization with a report of account status on an annual basis for reconciliation and sign off (typically prior to fiscal year end in June) that they are in agreement with the account status. Reports may be requested on a more frequent basis or as needed and are available from the finance department during normal business hours.

The affiliated organizations account(s) held by the Town of Hampden are not included in the Town Audit.

*Affiliated organizations are not able to use the Town of Hampden tax exemption or ID status for organization purchases or acceptance of donations. Vendors should be made aware of this status at time of authorized purchase. **Invoices should be billed in the name of affiliated organization not as the Town of Hampden.** Organization should apply to the State of Maine for non-profit status if organizational business requires these exemptions.*

<https://www.maine.gov/sos/cec/corp/nonprofit.html>

Background Check Processing

The Town of Hampden will continue to process State of Maine background checks for volunteers with affiliated organizations. The Town requests an annual authorization to complete a background check for each volunteer and will continue to process these on a 3 year update for volunteers who provide their service year after year, unless a more frequent cycle is requested. Background check authorization forms should be turned into the Recreation Department or Finance Department at the Hampden Town Office for processing in advance of the start of the season/program. Background check services will be provided at no cost until such time that the town should incur a fee for this service.

Town Owned Facility Use Request

Town of Hampden facilities are closed to drop in group use and available by advance reservation only. All affiliated organizations requesting facility access should contact the Recreation Department for availability. A Recreation Facility and Land Scheduled Use Form and proof of insurance will need to be completed/provided and approved by the Recreation Director in advance of use. Recreation Department activities/programs will have priority use at all Town of Hampden facilities. Hampden residents have priority group use over other non-residents; even those attending RSU 22. Signage for reserved use will be posted where applicable and available for public notice.

Town Owned Facility Fees

Facility/Field use fees are established as part of the Town of Hampden Fee Ordinance-Article 6-Recreation (see below). These fees help offset the cost of facility/field maintenance, cleaning, improvements, utility/rental fees and staffing costs. Affiliated organizations are subject to facility fees per the fee ordinance. At the present time, fees for affiliated organizations will be negotiated at contract.

Meeting space for affiliated organizations may be arranged on a 'space available basis'. A Town of Hampden staff member is required to be onsite at all times. Fees will be applicable if staff needs to be scheduled to open and close the building when the building would not otherwise be in use by Hampden Recreation. The Affiliate will be invoiced as set out in the following section.

Town Staffing

A town representative on the affiliated organization governing board as a voting member is not required. Town staff are not able to be an officer of the affiliated organization board or committee. Any affiliated organization requesting town staff representation on a board and/or support of a department staff at any meeting or organization function shall be invoiced the overtime hourly rate of pay of that employee when the commitment is beyond the normal scheduled work week and workload of the assigned employee.

Property/Equipment

Affiliated organizations are responsible for the upkeep and cleanliness of facilities and fields, and the proper care and return of town owned equipment. Affiliated organizations should report any damage, equipment/field/facility concerns or failures, or vandalism to the Recreation Director as soon as possible. Replacement of lost or destroyed equipment will be invoiced to the affiliated organization.

Utilities/Rental Fees

Some town owned facilities that are used by affiliated organizations have additional expenses related to group use that are passed on to the user group. Water, sewer, electric, and portable toilet rental charges will be invoiced to the affiliated organization, as applicable, when dedicated charges are identifiable.

Facility Amenities/Facility Upgrades

Affiliated organizations may work with town staff to provide facility amenities, enhancements, and upgrades to town owned parcels. Any work done on town owned land requires Town of Hampden permission and will be required to go through town permitting processes and meet code requirements as required by the Town of Hampden Code Enforcement Office. These amenities, enhancements, and upgrades become the property of the Town of Hampden.

Facility Keys/Entry Codes

Any affiliated organization with locked storage, concession, or press box areas located on town owned property must provide the Recreation Director with a facility key/entry code for town access/insurance purposes. If the area requires a re-key please remember to update the Recreation Director as soon as possible and provide new key for continued access.

ARTICLE 6

RECREATION

Amended July 27, 2020

6.1. Recreation Fee Assistance Policy: Requests for financial assistance will be reviewed by the Recreation Director on a case by case basis. Scholarship assistance may be available and be provided to those who might not be able to participate because of family income. The Recreation Scholarship Fund is solely supported by community donations and fund availability is based upon use and donation levels. A formal confidential application is required for those requesting assistance in advance of program registration.

6.2. Program Fees:

6.2.1. Kids Kamp (full week)	\$160.00-\$180.00
6.2.2 Kids Kamp (day)	\$40.00-\$50.00
6.2.3. Kids Korner AM Program (day)	\$9.00-\$12.00
6.2.4. Kids Korner PM Program (day)	\$13.00-\$16.00
6.2.5. Kids Korner Half Day Program (12-5:30 PM) (day)	\$30.00-\$40.00
6.2.6. Kids Korner Full Day Program (7 AM-5:30 PM) (day)	\$45.00-\$55.00
6.2.7. Team Sport-Resident (depend on session length)	\$45.00-\$55.00
6.2.8. Team Sport-Non Resident (depend on session length)	\$50.00-\$60.00
6.7.9. Program Registration Late Fee (per person, per program)	\$10.00

6.3. Skehan Recreation Center Fees:

(all requests are subject to availability and require advance written reservation contract, payment, and proof of insurance where applicable)

6.3.1. Gymnasium Rental-1/2 Gym	\$30.00-\$45.00/hour
6.3.2. Gymnasium Rental-Full Gym	\$60.00-\$80.00/hour
6.3.3. Allen Fitness Room Rental	\$30.00-\$45.00/hour
6.3.4. Interior Classroom Rental	\$30.00-\$45.00/hour
6.3.5. Gymnasium Rental Full Day	negotiated at contract
6.3.6. Allen Fitness Room Rental Full Day	negotiated at contract
6.3.7. Interior Classroom Rental Full Day	negotiated at contract
6.3.8. Affiliated Program Rental 1/2 Gym	negotiated at contract

6.3.9. Affiliated Program Rental Full Gym	negotiated at contract
6.3.10. Gymnasium Rental-Multi Day/Multi Week	negotiated at contract
6.3.11. Private Party Rental	\$120.00-\$150.00/event
2 hours full gym includes classroom for any food consumed	
6.3.12. Set Up Fee Skehan Center (day)	\$50.00
6.3.13 Sanitizing Fee (day-depending on use area and needs frequency)	\$50.00-\$250.00

6.4. RESERVED Outdoor Play Field/Space Rental Fees: Ball Field or Soccer Field

(all requests are subject to availability and require advance written reservation contract, payment, and proof of insurance where applicable)

6.4.1. Single Field/Single Game-Resident	\$25.00
6.4.2. Single Field/Full Day-Resident	\$50.00
6.4.3. Single Field-Multi Day/Multi Week-Resident	negotiated at contract
6.4.4. Affiliated Program Rental	negotiated at contract
6.4.5. Single Field/Single Game-Non Resident	\$50.00
6.4.6. Single Field/Full Day- Non Resident	\$100.00
6.4.7. Single Field-Multi Day/Multi Week-Non Res.	negotiated at contract
6.4.8. Single Field-Light Use (per day/event)	\$25.00
6.4.9. Set Up Fee/Field Prep Fee (day)	\$50.00-\$250.00
6.4.10 Sanitizing Fee (day-depending on use area and needs frequency)	\$50.00-\$250.00

Affiliated Organization Acceptance of Agreement

Agreement Period: _____

Affiliated Program _____

President/Chairperson (s) _____

Signature (s) _____

Date: _____

Date: _____

Town Of Hampden Official _____

Title: _____

Signature _____

Date: _____



Memorandum

TO: Town Council
FROM: Paula Scott, Town Manager
DATE: September 25, 2020
RE: Masonic Hall

On August 17th, Ron Francis, Treasurer of the Mystic Lodge approached Council on behalf of the Lodge to ask if Council would consider removing language in the MOU signed on July 31st, 1991. The MOU stipulates that the Town is given the right of first refusal in the event the Lodge decides to sell, for the amount of \$6,400. The Lodge is asking that it be amended to allow the Lodge to still give the Town the right of first refusal, but at market value.

During the discussion, statements made indicated different schools of thought. The most prevalent points mentioned were the following:

- 1.) The Lodge has provided benevolent service to the town for many years and we should amend the MOU to allow for market value
- 2.) There had to have been a justification for the \$6,400 and we should honor that thought process
- 3.) The Lodge should give the Town \$6,400 because they have made \$1,000 per month renting out the lower floor and the Lodge pays no taxes

At the conclusion of the discussion, the direction from Council was to try to find the justification for the agreed upon amount and to get a legal opinion on whether or not we even can modify the MOU.

In an effort to first try to determine the rationale for the \$6,400, I began researching some of the archives and found the original MOU, including correspondence between both entities. I located the March 10, 1873 town meeting warrant which appears to be the first mention of the Town granting the Lodge a 2/5 interest in the building. In return, the Lodge gave the town \$2,792 to pay their portion of the building, \$1,534 for 2/5 the cost of the foundation and framework of the new town house, and \$1,258 for the full cost of the stairway and the 2nd floor work; a total of \$5,584.

It appears as though there had been some back and forth correspondence between the Town and the Lodge relative to maintenance. At the March 1945 town meeting, the Town formalized the relationship whereby under Article 19, the Town deeded a 2/5 interest to the Lodge-for the main purpose of sharing maintenance costs. Because this 2/5 interest has been spoken of in several of our records, it would be my guess that the at the time of the MOU, in 1983, the building may have been valued at \$16,000 and keeping in mind that since the Lodge held a 2/5 interest, the Town wanted to cap the amount we would have to pay to that 2/5 interest which would be \$6,400. This is speculation on my part, because a lot of the records refer to Executive Sessions that were held, but it is a theory that makes sense based upon the consistent use of the 2/5 – 3/5 interest of both entities.

I would also like to note for the record that beginning in 2016, when the lower floor was rented, the tenant in possession has paid real estate taxes, which, from 2016 to 2021 (tax years) equates to \$17,439.88 based upon a land and building value of \$153,000 for the rented portion. The untaxed portion attributed to the Lodge carries a value of \$110,000.

Now that I have attempted to explain some of the back story and answer the question about taxes, the 'short answer' legal opinion on whether or not we are allowed to amend the terms of the agreement is yes. Council can amend the terms of the agreement as often as its members and the members of the Lodge want to amend it. The question is, do we want to?

Our legal counsel advises that in these types of situations, there is no good reason to walk away from our good deal; if we consider it a good deal. Prior to any sale, or any modification of the MOU, however, we should have a plan for its use. For instance, if we determine we want to take the first refusal and purchase the building for the \$6,400, what would the Town then want to do with the building? What would be the public benefit in either retaining it or in agreeing to amend the document? Do we want to limit the use for the building? What type of entity would we want to purchase it? A limit on the type could be written into the modification. If we agree to modify it, might we agree to share in the proceeds of the market value sale? In a nutshell, if this Council decides to do nothing, the Lodge is stuck with the deal they made. As a Council, you will need to decide upon your policy direction and advise management of such.

MEMORANDUM OF UNDERSTANDING

C-3-4

This Memorandum of Understanding is entered into by and between the Town of Hampden (hereinafter *the Town*) and the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65 (hereinafter *the Lodge*) as of the 31st day of July, 1991.

RECITALS

1. The Town and the Lodge are the owners, as tenants in common, of a certain parcel of land and the buildings thereon situated on Route 1A in Hampden, Maine, said real estate being more particularly described in a deed from the Town to the Lodge dated July 13, 1946, recorded January 15, 1949, in the Penobscot County Registry of Deeds in Volume 1295, Page 349.

2. At the time of the conveyance of an undivided two-fifths interest in the property to the Lodge by the Town, said parcel of land was improved with the so-called Town Hall Building (hereinafter *the Lodge Hall*), the first floor of which building has been occupied and used by the Town and the second floor of which building has been occupied and used by the Lodge.

3. Subsequent to the above-referenced conveyance, the Town constructed on said parcel of land, at its sole expense, a building and an addition thereto to house the Fire Department. Said building, and the portion of the parcel of land upon which it is situated, has been used and maintained by the Town.

4. The Town is constructing a new municipal office building, and Town officials anticipate that the Lodge Hall will no longer be needed for municipal purposes.

5. The parties hereto are desirous of entering into this Memorandum of Understanding for the purpose of accomplishing a partition of the real estate into two (2) lots shown on the sketch identified as Exhibit A attached hereto and made a part hereof. That portion of the property upon which the Fire Department building is located shall hereafter be called *the Fire Station Lot*, and that portion of the property upon which the Lodge Hall is located shall hereafter be called *the Lodge Lot*.

NOW, THEREFORE, in consideration of the foregoing recitals and the obligations of the parties set forth herein, the parties agree as follows:

1. The Lodge agrees to convey all of its right, title and interest in and to the Fire Station Lot, as depicted on Exhibit A hereto, and any buildings or structures thereon, to the Town, subject to the reservation of an easement to use and maintain the existing sanitary sewer line located on the Fire Station Lot. Provided, however, that there shall be no material disturbance of the building (or its foundation) situated on the Fire Station Lot from the exercise of said easement rights. Furthermore, the Fire Station Lot shall be restored as near as practicable, to the same condition that existed prior to the exercise of said easement rights.

2. In the event the Town elects to dispose of the Fire Station Lot, the Lodge is hereby granted a right of first refusal to purchase the Fire Station Lot from the Town at the fair market value, which shall be determined by an appraisal of the same to be conducted by a duly qualified appraiser mutually chosen and paid for by the Town and Lodge. The Lodge shall have sixty (60) days from the date of the determination of the fair market value of the Fire Station Lot as above provided to exercise its right of first refusal and to provide the Town with a written notice of its election to purchase the Fire Station Lot at the appraised value. If the Lodge makes such an election, the closing on the transaction shall occur within ninety (90) days from the date of receipt by the Town of the Lodge's written notice of its election to purchase. If the Lodge fails to give the written notice or to close the transaction within the time specified above, the right of first refusal shall be null and void. Nothing contained herein shall be construed as placing any limitation on the right of the Town to exercise any and all of its rights as the owner of the Fire Station Lot.

3. The Town agrees to convey to the Lodge all of its right, title, and interest in and to the Lodge Lot and any buildings or structures thereon, subject to an easement reserved to the Town for vehicular and pedestrian access over a 10-foot strip of land for the purpose of providing access by maintenance vehicles to the cemetery situated northwesterly of the Lodge Lot and for pedestrian access to Route 1A from the school property owned or occupied by S.A.D. No. 22. The description of said 10-foot way shall be prepared by a surveyor and the location must be acceptable to both parties. The Lodge agrees to execute and deliver a Release Deed(s) to establish the foregoing easements.

4. In the event that: (a) the Lodge ceases to exist as a non-profit corporation, (b) the Lodge ceases to use and occupy the Lodge Lot as a lodge, or (3) the Lodge elects to dispose of the Lodge Lot property, the Town is hereby granted a right of first refusal to purchase the Lodge Lot, and any buildings or structures thereon, from the Lodge for the sum of six thousand four hundred dollars (\$6,400.00). The Lodge shall provide the Town with an advance written notice of any such event and the Town shall have thirty (30) days from the date of said notice to exercise its right of first refusal and to provide the Lodge with a written notice of its election to do so. If the Town makes such an election, the closing on the transaction shall occur within forty-five (45) days from the date of the Town's written notice to the Lodge. If the Town fails to give the written notice or to close the transaction within the time specified above, the right of first refusal shall be null and void. Nothing contained herein shall be construed as placing any limitation on the right of the Lodge to exercise any and all of its rights as the owner of the Lodge Lot. For the purposes of this paragraph, the term "non-profit corporation" shall be defined as a corporation, no part of the income or profit of which is distributable to its members, directors, or officers.

5. The Town shall remove the underground gas and fuel tanks from the Lodge Lot within forty-five (45) days from the date that it ceases to use the same for municipal offices for various departments. The Lodge shall bear all responsibility for the installation of a new fuel tank to serve the building on the Lodge Lot.

6. The Lodge agrees to preserve, protect, perpetuate and maintain the exterior of the building on the Lodge Lot in a good and sufficient state of repair subject to the following conditions:

a. The Lodge shall not add any additional signs, canopies, or plaques to the Lodge Hall or the windows thereof, which do not comply with the sign ordinances of the Town of Hampden.

b. The Lodge shall use its best efforts to perform ordinary repair and maintenance on the exterior of the Lodge Hall to maintain and enhance its appearance and structural soundness.

c. The Lodge shall not make any changes to the exterior of the Lodge Hall without first consulting with the Hampden Historic Preservation Commission. The foregoing provision shall not be construed to mean that the Lodge must receive approval of any exterior changes from the Commission under this Memorandum, but only that it must consult with the Commission.

The Town shall have the right to enforce this provision by an action for specific performance in any state court having jurisdiction of the matter.

7. The Town shall be entitled to retain an easement for the location and maintenance of the existing cannon on the Lodge Lot.

8. All conveyances contemplated hereunder shall be by Quitclaim Deed with Covenant, and each party accepting delivery of a deed shall be responsible for the recording thereof. Each party shall be responsible for any legal fees or title examination expenses incurred on its behalf. In addition, each party agrees to cooperate with the other party and to execute such documents as are reasonably necessary to implement the provisions of this Memorandum.

9. Any notice called for herein shall be in writing and shall be mailed postage prepaid by certified mail with return receipt requested, or hand delivered, in accordance with the following:

If to the Town:

Town Manager
106 Main Road South
Hampden, Maine 04444

If to the Lodge:

Worshipful Master
P. O. Box 23
Hampden, Maine 04444

Each party may change its address or contact person by written notice to the other party.

10. Neither party makes any warranties or representations as to the condition of the buildings, and each party agrees to accept its respective building "as-is."

11. The transactions contemplated by this Memorandum shall close not later than thirty (30) days after the Town ceases to use the building on the Lodge property for any municipal purpose.

12. The Town agrees to undertake the preparation of all legal documents and legal descriptions to implement this Memorandum and to cause the same to be submitted to the Lodge for its review.

13. In the event that the conveyances contemplated herein are not consummated within the time period set forth in Paragraph 11 above, each party shall have the right to terminate this Memorandum upon written notice to the other party, in which case this Memorandum shall be null and void and of no further effect.

14. In the event that the conveyances contemplated herein are consummated, any prior agreement between the parties (except for the provisions of this Memorandum) shall be null and void and of no further effect.

15. Each party shall provide the other party with documentation evidencing the legal authority of the entity and its designated official to execute and deliver the deeds of conveyance.

16. The provisions of this Memorandum are contingent upon the receipt of a variance by both parties from the Board of Appeals for the lotting as shown on Exhibit A.

In witness whereof, the parties hereto have caused the foregoing instrument to be executed by its undersigned officers, duly authorized, the day and year first above written.

Witness:

Town of Hampden

Robert G. Cole

By Marie G. Baker
Marie G. Baker
Its Town Manager

Trustees of the Charity Fund of Mystic
Lodge, Free and Accepted Masons, No. 65

By _____
Its _____

Print or type name as signed

STATE OF MAINE

Penobscot County

July 31, 1991

Personally appeared the above named Marie G. Baker, Town Manager of the Town of Hampden, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Town.

Paula M. Newcomb
Notary Public/Attorney at Law
PAULA M. NEWCOMB
Notary Public, Maine
My Commission Expires Sect. 17, 1995

Print or type name as signed

STATE OF MAINE

Penobscot County

_____, 1991

Personally appeared the above named _____,
of the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65,
and acknowledged before me the foregoing instrument to be his free act and deed in his
said capacity and the free act and deed of said Trustees.

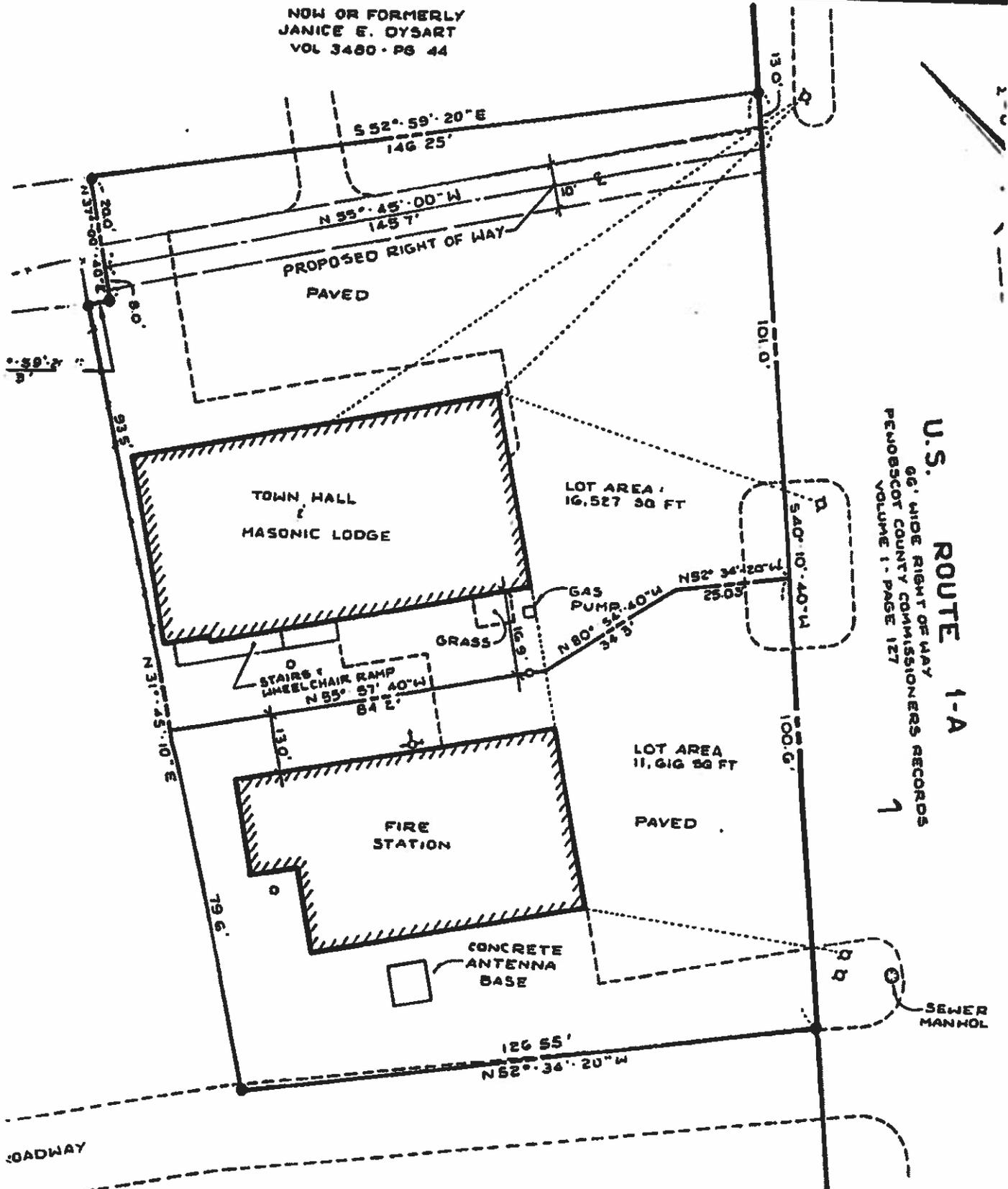
Notary Public/Attorney at Law

Print or type name as signed

EXHIBIT A

Note: Reduced Copy - Not to Scale

NOW OR FORMERLY
JANICE E. OYSART
VOL 3480 - PG 44



U.S. ROUTE 1-A
66' WIDE RIGHT OF WAY
PENNSYLVANIA COUNTY COMMISSIONERS RECORDS
VOLUME 1 - PAGE 127

NOW OR FORMERLY
KENNETH T. RUTH E. NEWCOMB
VOL. 2307 - PG. 245

Date July 31, 1991

A True Copy

Attest

Paula M. Newcomb
Town Clerk

PAGE 3

approved. Councilor Huntley - opposed, all of the rest in favor, motion carried.

2. APPOINTMENTS - NOMINATIONS - ELECTIONS

Councilor Richards informed the council that there were three committee members whose terms have expired. She said that Tom Hennessey and Marie Rosenwasser, both serving on the Conservation Committee, did not wish to be reappointed. Joseph Poltrack, serving on the Zoning Board of Appeals, is willing to serve for one year. Councilor Muth nominated Joseph M. Poltrack to serve on the Zoning Board of Appeals. Councilor Carter seconded the nomination. Vote was unanimous. Councilor Muth moved and Councilor Carter seconded that nominations cease. Vote was unanimous. Vote was taken on the motion to reappoint Mr. Poltrack. Vote was unanimous.

3. UNFINISHED BUSINESS

A. PROPOSAL ON ROUTE #202/coldbrook road intersection - M.D.O.T.
BRUCE IBARQUEN

This item was left on the table due to the shutdown of the state government.

b. NEGOTIATIONS ON TOWN HALL PROPERTY - (EXECUTIVE SESSION) -
FINANCE COMMITTEE - COUNCILOR MUTH

An executive session was not held regarding this item as there were so few items to complete. Members of the Lodge were asked for their comments on the latest changes. Mike Hamel, Master of the Lodge, informed the council that there was a concern regarding the sewer line which runs under the fire station. Manager Baker clarified the two copies of Memorandums of Understanding. One states that the sewer line shall be relocated, which is the town's copy of the memorandum and the other is without sewer relocation, which is the Lodge's copy.

In discussion the Lodge felt it would be a real problem for them if they had to relocate the sewer line, because it is located under the fire station because of the ledge in the area. It was the Lodge's feelings that the line could be repaired where it is located due to equipment that is now available. Attorney Rosenblatt stated that the concern was that the town does not want to get into a situation where the Lodge would exercise their easement rights and dig up the fire station. He said that perhaps the answer in part is to make it clear that they can't do that. The way Attorney Russell has suggested that it be drafted is that once the repairs to the sewer line got to the point where it had to be excavated close to the building or reconstructed,

the Lodge's rights would end there and a new sewer line would have to be built. Attorney Rosenblatt said that perhaps the council would feel more comfortable with the idea of putting something in the agreement indicating that they have this easement and in the exercise of using and maintaining the sewer line, it has to be done in such a way that the building is not disturbed.

The public works director was asked his opinion regarding this and Greg felt there was a lot of worrying about nothing. The line could be there forever as it is protected by the building and if repairs should have to be made, the line can be fixed under the building. The town recently lined 800 ft. of sewer line and never dug a hole. Due to the ledge, there is no other option. Attorney Rosenblatt suggested that language be added that maintenance of the line be in such a way that it does not disturb the fire station.

The Lodge had one other concern dealing with the reference to the Lodge being a non profit organization. They requested that this be deleted. Their concern was that 50 years down the road state law might change and it would become a for profit organization and they would lose the building, as the agreement reads now. Attorney Rosenblatt was asked if this would be the case and he said that he guessed that it would but did not see a likelihood of that problem coming up. Mike agreed but down the road there could be problems.

Councilor Carter stated that the town's interest is insuring that the entity does not behave like a for profit corporation and if Attorney Rosenblatt agrees, a clause could be put in stating that in the case of a state law changing the definition of a non profit organization, the agreement would be renegotiated. She said she would not like to see the non profit taken out because she didn't feel it would be in the best interest of the town to have it for profit. Attorney Rosenblatt said that perhaps the best way to do it would be to say "to cease to exist as a non profit organization as that term is defined and refer to it as defined today. The Lodge had no other concerns.

Manager Baker made note that due to the zoning ordinance continuing to change, Attorney Rosenblatt had pointed out one more issue in regards to the variance. The other problem with regards to the variance has been resolved because it is one contiguous lot with the cemetery. She asked Attorney Rosenblatt explain the recent development. A survey plan was given to the council at this time.

Attorney Rosenblatt informed the council that there are two potential problems. One being where the boundary is between the two structures. The side yard setback has just been changed to just 20 ft. and it is impossible to meet with the particular configuration on the plan. The second potential problem appears to be that the lot being created is a lot where the structure is more than 20% of the area of the lot.

After much discussion if this could be considered an undue hardship regarding the variance and if this would be grandfathered, it was felt that the CEO and Zoning Board of Appeals would have to make the determination regarding the variances and that the Lodge should initiate the proceedings. As for this being grandfathered, as the creation of the new lot was pending and not fact, it would not be considered grandfathered.

Councilor Muth inquired if this item should be tabled or set aside. Attorney Rosenblatt informed the council that the agreement provides that it is contingent on receipt of a variance, therefore, the council could go ahead and execute the agreement and the next step would be an application for a variance. The Lodge members were in agreement with proceeding to have the council vote on the amended agreement.

Councilor Muth moved and Councilor Carter seconded to accept the agreement with the Mystic Lodge with the amendments as discussed, regarding the sewer and non profit corporation. Vote was unanimous.

Manager Baker requested that a vote be taken giving the manager authorization to sign the agreement on behalf of the town once the amendments are in place. Councilor Muth so moved and Councilor Carter seconded. Vote was unanimous.

c. REVIEW FOR COMPLETENESS OF SERF APPLICATION FOR CONVENTIONAL
LANDFILL CLOSURE PLAN AND SECURE III EXPANSION PROPOSAL -
TOWN MANAGER

The manager informed the council that she had received a packet for the trust fund and the figure is \$1,946,150 and she requested a motion noting that the application is complete. Councilor Muth moved and Councilor Carter seconded to accept the figure of \$1,946,150 for the completeness of the SERF application for the conventional landfill closure plan and Secure III expansion proposal. Vote was unanimous.

OK5246 P6290

IN WITNESS WHEREOF, the Trustees of the Charity Fund of
Mystic Lodge, Free and Accepted Masons, No. 63 has had this
instrument to be signed by Glen J. Kennedy, Dennison Smith, A L
Steven Imhoff, Robert E. Gillahan and Brando Onicioli, its
Officers, thereunto duly authorized, this 31st day of
December, 1992.

Witness:

Notar Public for Maine

Herbert L. Frost
Herbert L. Frost
Herbert L. Frost
Herbert L. Frost
Herbert L. Frost

Glen J. Kennedy
Dennison Smith
Steven Imhoff
Robert E. Gillahan
Brando Onicioli
Its Officers

STATE OF MAINE

Penobscot, ss.

December 31, 1992

Personally appeared the above named, Glen J. Kennedy,
Dennison Smith, Steven Imhoff, Robert E. Gillahan and Brando
Onicioli, and acknowledged the foregoing instrument to be their
(respective) free act and deed in their said capacity.

Before me,

Herbert L. Frost
Notary Public

Herbert L. Frost
(Please print name & affix seal)
Commission Expires 04/3/98



PENOBSCOT SS REC'D

93 JAN -7 AM 11:04

ATTEST:
Glen J. Kennedy
REGISTER

Herb Frost

AK4978 P6332

NOT

TOWN OF HAMPDEN, a Municipal Corporation Located in C I A L Penobscot County, State of Maine COPY

and

TRUSTEES OF THE CHARITY FUND OF MYSTIC LODGE, FREE AND ACCEPTED MASONS, NO. 65, of Hampden, Penobscot County, State of Maine COPY

0007C1

NOT

AN OFFICIAL COPY

CONSENT AGREEMENT

NOT

AN OFFICIAL COPY

WHEREAS, the Town of Hampden (hereinafter "Town") and the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65 (hereinafter the "Lodge") are owners, as tenants in common, of a certain parcel of land and the buildings thereon situated on Route 1A in Hampden, Maine, said real estate being more particularly described in a deed from the Town to the Lodge, dated July 13, 1946 and recorded January 15, 1949 in the Penobscot County Registry of Deeds in Volume 1295, Page 149;

WHEREAS, at the time of the aforementioned conveyance of an undivided two-fifths interest in the property to the Lodge by the Town, said parcel of land was improved with the so-called Town Hall Building (hereinafter the "Lodge Hall"), the first floor of which building has been occupied and used by the Town and the second floor of which building has been occupied and used by the Lodge;

WHEREAS, subsequent to the above-referenced conveyance, the Town constructed on said parcel of land, at its own expense, a building and an addition thereto to house the Fire Department.

BK4978 PG332

NOT

TOWN OF HAMPDEN, a Municipal Corporation Located in Penobscot County, State of Maine

COPY

and

TRUSTEES OF THE CHARITY FUND OF MYSTIC LODGE, FREE AND ACCEPTED MASONS, No. 65, of Hampden, Penobscot County, State of Maine

COPY

0007C1

NOT

AN OFFICIAL COPY

CONSENT AGREEMENT

NOT

AN OFFICIAL COPY

WHEREAS, the Town of Hampden (hereinafter "Town") and the Trustees of the Charity Fund of Mystic Lodge, Free and Accepted Masons, No. 65 (hereinafter the "Lodge") are owners, as tenants in common, of a certain parcel of land and the buildings thereon situated on Route 1A in Hampden, Maine, said real estate being more particularly described in a deed from the Town to the Lodge, dated July 13, 1946 and recorded January 15, 1949 in the Penobscot County Registry of Deeds in Volume 1295, Page 349;

WHEREAS, at the time of the aforementioned conveyance of an undivided two-fifths interest in the property to the Lodge by the Town, said parcel of land was improved with the so-called Town Hall Building (hereinafter the "Lodge Hall"), the first floor of which building has been occupied and used by the Town and the second floor of which building has been occupied and used by the Lodge;

WHEREAS, subsequent to the above-referenced conveyance, the Town constructed on said parcel of land, at its own expense, a building and an addition thereto to house the Fire Department.

C-c



Town of Hampden

Town Planner

Memorandum

To: Town Council – For Workshop
From: Karen M. Cullen, AICP, Town Planner *KMC*
Date: September 29, 2020
RE: Proposed Amendments to Fees Ordinance for Marijuana Licensing

The Marijuana Ordinance was amended on September 8, 2020 and will become effective October 8, 2020. The Fees Ordinance needs to be amended to include licensing fees for marijuana establishments. The attached proposed amendment provides staff's recommendation for these fees.

The recommended fees are based on what resources the Town anticipates using for the licensing process. After due consideration, it was determined that the difference in needs between a Medical Marijuana Registered Dispensary, a Medical Marijuana Manufacturing Facility, and a Medical Marijuana Testing Facility are insufficient to warrant having separate fees for these three types of medical marijuana businesses.

Fees for the initial license are higher than for renewals, based on the assumption that once established, it will be quicker for staff to review and inspect for a renewal. The possible exception to this assumption will be if a particular establishment has resulted in numerous actions necessitated by complaints received during the previous year's operations.

The fees include the amount of time, translated to dollars using an average pay rate that is based on the midpoint of the pay scale for each of the applicable staff positions – not based on what any individual earns but on the position's pay scale) spent by the various staff people involved in the process: the Town Manager, Town Clerk, Director of Public Safety, Deputy Fire Chief, Deputy Police Chief, Code Enforcement Officer, Tax Collector, Treasurer, and Town Planner. It also include costs for expenses such as training and mileage, and for legal costs.

The fees include costs for time, training, mileage, and legal costs. The dollar amount for staff time was calculated using the average of the midpoint of the pay scale for each staff position (not specific people), which is \$31.53. Training cost is an estimate of time and registration fees for the Code Enforcement Officer to attend, split four ways assuming four applications per year (which is only a guess); that figure came out to be \$88.06 per license application. Mileage was calculated based on three staff members (CEO, Deputy Fire Chief, and either Director of Public Safety or Deputy Police Chief) doing one inspection each for the initial application for registered caregivers, two inspections each for medical marijuana businesses, and one each and for renewal applications for both registered caregivers and medical marijuana businesses. Legal costs are

based on the current rate of \$195 per hour for Ed Bearor or Stephen Wagner, with 0.5 hour for the initial license for registered caregivers, 1.5 hours for the initial license for medical marijuana businesses, and 0.5 hours for renewal licenses for both registered caregivers and medical marijuana businesses.

If Town Council is satisfied with these proposed fees, then the next step is for Council to refer (at the next available Council Meeting) the amendment to public hearing.

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Fees Ordinance

Deletions are ~~Strikethrough~~ Additions are Underlined

Add a new section to Article 2, of the Fees Ordinance, Fees for Activities Regulated by Town Ordinance:

2.19 Marijuana Ordinance (added)

<u>Registered Caregiver License – Initial Application Fee</u>	<u>\$400.00</u>
<u>Registered Caregiver License – Annual Renewal License Fee</u>	<u>\$350.00</u>
<u>Medical Marijuana Business License – Initial Application Fee</u>	<u>\$875.00</u>
<u>Medical Marijuana Business License – Annual Renewal License Fee</u>	<u>\$500.00</u>



Memorandum

TO: Town Council
FROM: Paula Scott, Town Manager
DATE: October 1, 2020
RE: Personnel Ordinance

Following this memo, you will see the red-lined version of the Personnel Ordinance as well as a clean copy of it. Because this is an ordinance requiring a public hearing, and because of a couple of law changes that go into effect January 1st, I would like to be able to hold a public hearing in November so that it becomes effective in December – in time for the policy to coincide with State law.

As we have previously discussed, one of the most pressing areas of concern for this Council (and ultimately the Town) was the issue of the unfunded liabilities and which concern has been cautioned by our auditor. One of the ways in which these liabilities occurred over the years was due to vacation and compensatory time balances being carried year after year with no limitations on earning those same benefits while carrying large balances. This area of concern has been remedied in this amended version.

Your goal of a Personnel Ordinance re-write, and the ability to get it accomplished this year was timely in that the law changes that I spoke of in my opening paragraph deal directly with leave time, and support – even if unintentional - the lessening of liability for the Town. I will speak to this at the workshop as well, but in a nutshell, the law will mandate earned time off (paid) for part time employees as well as a mandate on a portion of earned time off (paid) for full time employees. The vernacular historically known as 'vacation leave' is now called 'earned time off' or 'earned paid leave' and we will transition to that within our internal culture.

This same law is also reflected in the way in which an employee will earn the time off and in the way they use it or are compensated for it. Historically it has been granted to the employee at the first of every month based upon what level of service they are currently at. Now, the way in which the time is earned is weekly rather than front loaded at the beginning of the month. Additionally, although we have historically allowed an employee to carry 80 hours of vacation leave into the next fiscal year if they had not taken the time off, they will not be able to accrue any further time until reduced. This is reflected in the reduction of the amount that can be actually carried from 80 to 40 hours. The same holds true for comp time for hourly employees. Our current policy allows a carry over of 80 hours, and employees have been allowed to continue to earn comp time while carrying a balance. Going forward, an employee may only earn up to 40 hours of comp time in a fiscal year. Once that threshold is met, they may no longer earn

comp time but must take overtime pay. In addition, all comp time not used for time off will be paid out to the employee before the close of the fiscal year. (As a matter of principle, I have already instituted following our current policy as written and any employee that has comp time on the books over 80 hours do not receive any further comp time but are paid overtime as intended. I have also tasked Department Heads with mandating time off for employees whose high balances put the Town at risk)

The scenarios described are of no material harm to the employee, save for the fact that they can no longer carry large balances to be paid out upon separation of service, and it keeps the Town's exposure low by paying out the benefits in the year in which the time was earned. As it stands now, time off that was budgeted and appropriated for in prior years that was not used in the budgeted year had those appropriations roll into the fund balance causing the potential for situations like we had a year ago when we had to pay out somewhere around \$30,000 to a tenured employee upon separation of service. If this were to occur with several tenured employees retiring all about the same time, we would be taking out of fund balance to pay them the time that they earned and never used. This is not just about money or liability though. There is a human element to it which is that we *want* employees to take time off. We want them to get the break they need and come back refreshed. Municipal government is not an easy gig and management has a certain degree of responsibility for an employees' mental balance as it pertains to stress and the pressures of the job.

Other changes that I will briefly touch on here are the creation of a catastrophic leave program for the purpose of donating sick time to another employee who might have exhausted all of their time during a major illness, a more equitable approach to holidays with regard to schedules and what is granted under the policy to be consistent across the organization, and tightening up some language regarding disciplinary procedures. We have taken out references to any particular person and removed the letter from the former manager so regardless of who the manager is, the Ordinance will be general. We also added the statement of Core Values.

This was an arduous task and there is a lot of information to digest. I will answer any questions that may arise and as stated, will be able to further explain some of the changes at the workshop.

TOWN OF HAMPDEN

PERSONNEL RULES ~~AND POLICIES~~ ORDINANCE/~~HANDBOOK~~

~~TOWN OF HAMPDEN, MAINE~~

~~TOWN OF HAMPDEN~~

~~PERSONNEL RULES AND POLICIES ORDINANCE/HANDBOOK~~

The Town of Hampden hereby ordains as follows:

1. The attached Personnel Rules Ordinance is hereby adopted.
- ~~1. All prior versions of the Town of Hampden Personnel Rules and Policies Ordinance/Handbook is hereby adopted.~~
2. ~~The existing Personnel Rules and Policies Ordinance, as last amended on August 15, 2005, is~~ are hereby repealed ~~in its entirety.~~
3. Pursuant to Section 213(c) of the Town Charter, the foregoing provisions shall be effective 30 days after the adoption of this Ordinance by the Town Council.

ADOPTED: Hampden Town Council, December 19, 2011 ~~(in substitution of~~
~~(in substitution of August 15, 2005 Ordinance)~~
Effective Date: January 18, 2012

AMENDED: Hampden Town Council, _____, 20
(in substitution of January 18, 2012 Ordinance)
Effective Date: _____, 20

CERTIFIED BY:

Denise R. Hodsdon, Hampden Town Clerk

PERSONNEL RULES ORDINANCE

TOWN OF HAMPDEN, MAINE

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Dear New Employee: Acknowledgement Form
43

SECTION 1

Welcome to the Town of Hampden. As a new employee for the Town, I want to wish you success and personal satisfaction as a member of the Town of Hampden employee 'team'.

A.

We are fortunate to have many highly qualified and talented individuals who work for the Town. There is a wealth of experience and knowledge and a cooperative, team-centered approach to the work that needs to be done. There are high standards and expectations for accomplishment, but there is also training and advancement opportunities, fair pay, and excellent benefits offered in return.

This Employee Handbook defines work rules, benefits, applicable policies that identify regulations related to smoking and drug and alcohol use and family medical leave, the grievance procedure and many other items that really define the employer-employee relationship here. It is important that you read and understand the contents of the handbook. After doing so, if you have questions about any material in it, please see Finance and Human Resource Officer Janie Pitcher and she will be happy to answer them.

Janie handles all questions related to payroll and accounts payable as well as information for employees who are both newly hired and those separating from service. Questions related to insurance coverage(s) and changes should be addressed to Tammy Ewing, the Finance Assistant.

Again—welcome. I look forward to working with you.

Sincerely,

Susan Lessard
Town Manager

TOWN OF HAMPDEN

~~Our mission is a continual journey to improve Quality, Understanding, Enthusiasm, Service and Teamwork in all levels of the~~
The Town of Hampden by will enrich the lives of our citizens through proactive, comprehensive planning to create an exceptional environment while providing an open forum exemplary services to enable our community to thrive and prosper.

~~To achieve excellence in communication, work processes and to promote unity our~~
Mission, we uphold the following Core Values:

~~We will continually reinforce Our organization exists to responsibly serve the varied interests of our reputation for superior customer service by providing respect, training, citizens with transparency that encourages involvement, recognition, reward, security and advancement opportunities accountability to our employees. citizens.~~

We will be honest, ethical and diligent and our actions will comply with all local, state and federal laws.

We will treat everyone with dignity, respect and fairness while providing outstanding customer service that is polite, friendly and responsive.

~~We We will address both internal and external needs, never losing sight of the value of humor.~~
will strive to achieve the best outcomes through effective teamwork between Council, associated Boards, Committees, and Town staff to promote a healthy, engaged community.

B.

~~We will reach for the best within ourselves.~~

GENERAL PROVISIONS

Purpose: The purpose of the Town Council in adopting the Personnel Rules ~~and Regulations~~ Ordinance (hereinafter "~~Ordinance~~" Personnel Rules") is to set forth a uniform and equitable system of personnel administration for the Town of Hampden, to promote the most effective and efficient municipal operations on behalf of the citizenry, and to pursue positive employee morale. ~~The purpose of this Handbook is to provide each employee with a written summary of~~ Personnel Rules set forth work procedures, benefits, privileges ~~and,~~ responsibilities ~~to better ensure that all,~~ and expectations of employees ~~are treated equally. The Handbook is based on.~~ It is important that you read and understand the provisions ~~contents~~ of the Ordinance, ~~and also includes administrative provisions issued by the Town Manager. We strive to provide a logical, workable method for employees to resolve any conflicts that may arise~~ Personnel Rules.

Scope: Except as otherwise provided, the rules and policies set forth in the ~~Ordinance and this Handbook~~ Personnel Rules shall apply to all Town of Hampden employees. ~~These rules shall not apply to any employee covered by,~~ except that the terms of a collective bargaining agreement between the Town and its organized shall control for those employees covered by such agreement. Fringe benefits provided by the Town apply to full time employees only.

Administration: ~~Insuring the day to day administration of the rules and policies shall be the function of the~~ The Town Manager, ~~working with each~~ the assistance of Department ~~Head.~~ Heads, administers the Personnel Rules. It ~~shall be~~ is the responsibility of each Department Head to ~~insure~~ ensure his/her own familiarity with the ~~rules and policies~~ Personnel Rules, as well as that of his/her staff.

Department Rules: It is recognized that there may be a need to establish and maintain departmental rules of conduct and procedures, especially in the emergency service areas. In the case of conflict between the ~~rules and policies of the Ordinance and this Handbook and those rules and procedures of specific departments,~~ the rules and policies of the Ordinance and this Handbook shall be controlling unless the department rules and any

~~revisions have received Council approval. Personnel Rules and Department Rules, the Personnel Rules shall control.~~

~~**Note:** We shall try to make every effort to insure maximum compatibility between these rules and departmental rules.~~

Compliance with Governmental Laws and Regulations: The Town of Hampden has made every effort to ensure that the ~~rules and policies of the Ordinance and this Handbook~~ Personnel Rules are in compliance with all federal, state and local employment laws and regulations. In the event that a provision ~~in on~~ the ~~Ordinance or this Handbook is in~~ Personnel Rules conflict with a federal, ~~or~~ state ~~or local~~ law ~~or regulation~~, the ~~appropriate law or regulation~~ Town will ~~prevail, comply with federal or state law and the provision in the Ordinance or this Handbook shall be deemed~~ Personnel Rules will be amended to the extent necessary to comply with such ~~law~~ federal or ~~regulation~~ state law.

Union Contracts. These rules apply to unionized employees to the extent that they do not conflict with the provisions of a union contract. In the case of a conflict, the union contract will prevail.

C. NATURE OF ~~HANDBOOK~~ PERSONNEL RULES

~~Neither the Ordinance, nor this Handbook, is~~ The Personnel Rules are not intended to create an employment contract, express or implied, and the Town of Hampden reserves the right to modify the rules, policies and procedures contained in the ~~Ordinance or this Handbook. Any changes to the Ordinance or this Handbook must be in writing and approved by the Town Council~~ Personnel Rules at any time without prior notice.

~~This Handbook is intended as a summary of the rules, policies and procedures contained in the Ordinance, and is not intended to be a complete description of the Town of Hampden's rules, policies and procedures concerning employment by the Town. The actual policies referenced in this Handbook can be accessed in their entirety during normal business hours in the personnel office.~~

~~HOW WE BEHAVE~~

~~We accept the need to be accountable to the public for the resources with which we are entrusted. We are self-motivated, committed to doing our best work and honest in our use of time and talents, recognizing that we share a reputation that is dependent upon the actions and behaviors of each of us. We take pride in our work.~~

~~We share the responsibility to create and maintain a clean, safe work environment that enables each of us to do our best job and to realize our personal purpose and potential. Personal commitment to mission, enthusiasm for the work, mutual support and an interest in finding some fun amongst the toil are the most important things that we offer to each other.~~

~~We are honest and candid about our individual and collective performance; we look to do better what we do well. We are adaptable. We take risks and accept failure as part of the learning process.~~

~~STANDARD OF CONDUCT~~

~~Employees of the Town of Hampden are to regard themselves as public employees and as such they are to be governed by the highest ideals of honor and integrity in all their public relationships in order that they may merit the respect and confidence of the general public. The Town of Hampden maintains a drug and alcohol free workplace. No employee shall report to work under the influence of alcohol or drugs. Employees on~~

~~medication for treatment of illness or injury shall not perform work activities that are prohibited under the terms of the prescriptions.~~

~~WHAT WE EXPECT OF EACH OTHER~~

- ~~● We expect everyone to behave as responsible, professional adults.~~
- ~~● We expect hard work, a positive attitude and a personal commitment; you expect to be fairly compensated and fairly treated.~~
- ~~● We expect you to treat tools well, use your time honestly and stay well informed; you expect to be given the tools, time and information to do your work well.~~
- ~~● We expect everyone to treat our customers with courtesy, dignity and respect; You expect our customers to treat you with courtesy, respect and dignity.~~
- ~~● We expect everyone to take pride in his/her work and to openly be supportive of coworkers and the Town of Hampden; you expect to receive support from your coworkers and the Town of Hampden.~~
- ~~● We don't have many rules and we expect everyone to follow them; you expect everyone to follow the rules.~~
- ~~● We all expect to have some fun together.~~

D. ORIENTATION

~~● Tour~~All new employees will be provided with an orientation including, but not limited to:

1. A tour of the work area
- ~~● Receipt of the Employee handbook and signed Acknowledgement Form~~
 - 2. ● Introduction to co-workers
 - 3. ● Basic information on keys, rest rooms, break areas, entrances, exits
 - 4. ● Review and discussion of job descriptions, job expectations and short term goals
 - 5. ● Details on the work area (use of telephones, computers, e-mail system, appropriate access instructions)
 - 6. ● Completion of necessary payroll forms and communication of pay cycles
 - 7. ● Lunch/Break schedules
 - 8. ● Assign a buddy or peer to shadow with when applicable
- ~~● Meet with them briefly at the end of the day to discuss any concerns they have~~

- ~~Copy of 'In the Loop' employee newsletter~~
- ~~Discussion on Open Door Policy~~

EMPLOYEE ACKNOWLEDGMENT FORM

~~This form acknowledges that I have received a copy of the Town of Hampden's Employee Handbook and that I understand that the Employee Handbook describes important information about the Town. I understand that I should consult the Human Resource Officer regarding any questions not answered in the Handbook.~~

~~I have entered into my employment relationship with the Town of Hampden voluntarily and acknowledge there is no specified length of employment, unless otherwise provided in a notice of appointment or employment contract.~~

9. Provided a copy of this Personnel Rules Ordinance, which the employee is expected to read and understand. All employees will be required to sign an acknowledgement form acknowledging receipt of the handbook. A copy of the receipt will be given to the employee and a copy will be placed in the employee's personnel file.

SECTION 2

A.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document. I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it. Any contract of employment must be in writing and must be signed by the Town Manager.

_____ DATE: _____

EQUAL OPPORTUNITY POLICY

The Town of Hampden is committed to providing equal employment opportunities for all persons making application to the Town and for equity of treatment and advancement opportunities for its employees. The Town therefore sets forth the following:

1. The Town of Hampden shall recruit, hire, upgrade, train and promote in all job titles without regard to race, color, ~~ethnicity, national origin, ancestry, religious belief, political affiliation or belief, age, gendersex,~~ sexual orientation, ~~marital status, veteran status,~~ physical or mental disability (except where based on a bona

~~vide occupational qualification)-), religion, age, ancestry or national origin, veteran status, previous assertion of a right under the Workers' Compensation Act, previous action protected by the Whistleblower Protection Act, or any other protected category recognized by the Maine Human Rights Act.~~

~~1.2.~~All other personnel actions, such as compensation, layoffs, discipline, etc. shall be administered without regard to those characteristics as outlined in #1 above.

~~2.3.~~All employment decisions will be based upon the principles of Equal Opportunity and with the intent to further the Town of Hampden's commitment to Equal Opportunity.

~~3.4.~~It is the policy of the Town of Hampden that no person shall, on the grounds of ~~race, color, ethnicity, national origin, ancestry, religious belief, age, gender, sexual orientation, marital status, veteran status, or physical or mental disability~~any legally protected category, be discriminated against.

~~4.5.~~Any violation of this ~~stated~~ policy, or the practice of discrimination by any person employed by the Town of Hampden, may be considered grounds for disciplinary action, up to and including dismissal.

The responsibility for implementing and monitoring this policy for the Town of Hampden is assigned to the Town Manager and/or the Human Resource Officer.

B. SEXUAL HARASSMENT POLICY

It is the policy of the Town of Hampden that all employees have the right to work in an environment free of illegal discrimination, which includes freedom from sexual harassment ~~and a sexually harassing hostile work environment~~. The Town will not tolerate any form of sexual harassment by ~~Supervisors~~supervisors, co-workers, members of the general public or any other visitors to the workplace. This policy is intended to prohibit offensive conduct, either physical or verbal, that threatens human dignity and employee morale.

Sexual Harassment is outlined in the EEOC Sexual Discrimination Guidelines and the Maine Human Rights Act.

1. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when (a) submission to such conduct is made either explicitly or implicitly a term or condition for employment (b) submission to or rejection of such conduct by an individual is used as a basis for employment decisions (c) such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

2. The following are some common types of conduct that may constitute sexual harassment:

- slurs, jokes or degrading comments of a sexual nature
- unwelcome sexual advances
- suggestive or lewd remarks
- unwelcome hugging, touching or kissing
- requests for sexual favors
- repeated offensive sexual flirtation or propositions
- the display of sexually offensive pictures or objects
- repeated unwelcome physical contact or touching such as patting, pinching or constant brushing against another's body

Department heads, ~~Supervisors~~ and ~~the Town Manager~~supervisors are responsible for monitoring behavior which could be construed as harassment and for initiating necessary action to eliminate such behavior: and reporting it to the Town Manager and/or the Human Resource Officer. An employee who feels ~~exploited~~that he/she has been subject to discrimination should immediately report the matter to his/her Supervisor, Department Head or if they prefer, the Town Manager and/or the Human Resource Officer.

The Town Manager, or designee, will immediately investigate any complaints and take disciplinary action if warranted. Such action may include suspension, demotion or termination of employment.

In

HOSTILE WORK ENVIRONMENT

addition, state law at 5 M.R.S.A. § 4611 makes a procedure to file a timely charge of unlawful employment discrimination, including sexual harassment, available through the offices of the Maine Human Rights Commission in Augusta, and the law provides at 5 M.R.S.A. §§ 4611 to 4623 for the filing of a legal action in Maine Superior Court. The Commission can be contacted by mail at 51 State House Station, Augusta, ME 04333-0051, or by telephone at (207) 624-6290, fax (207) 624-8729, TTY Maine Relay 711.

C. OTHER DISCRIMINATION AND INCIVILITY POLICY

It is the policy of the Town of Hampden that all employees have the right to work in an environment free of illegal discrimination based on any legally protected category, including race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin, veteran status, previous assertion of a right under the Workers' Compensation Act, previous action protected by the Whistleblower Protection Act. The Town will not tolerate unlawful discrimination of any kind.

Furthermore,

~~The~~ the Town of Hampden promotes a productive work environment and does not tolerate verbal or physical conduct by any employee that disrupts or interferes with another's work performance. The Town will not tolerate ~~unlawful discrimination, harassment or~~ incivility.

~~Incivility~~ For the purpose of this policy, "incivility" is defined as seemingly inconsequential, inconsiderate words or deeds that violate a conventional work place conduct. It includes such behavior as shaming, verbal humiliation, potshots, sarcasm and rudeness. Passive hostility, manipulation and team sabotage are also considered to be an "incivility".

Such behavior should be ~~directed~~ reported to your Supervisor, Department Head or Town Manager. The Human Resource Officer is also available if necessary.

~~THE AMERICANS WITH DISABILITIES ACT (ADA)~~
~~D. REASONABLE ACCOMMODATION POLICY~~

The following policy is ~~In the~~ Town of Hampden's commitment to the American with Disabilities Act ("ADA") and Maine's counterpart, the Maine Human Rights Act (MHRA):

~~Purpose:~~

~~The ADA and MHRA prohibits discrimination in employment on the basis of a physical or mental disability.~~

~~Employment Requirements:~~

~~As event an employer, the Town of Hampden must:~~

- ~~—● Have non-discriminatory application procedures, qualification standards and selection criteria and all other terms and conditions of employment.~~
- ~~—● Make employee believes that he/she requires a reasonable accommodation to the known limitations of a qualified applicant or employee unless to do so would cause an undue hardship.~~

~~Exceptions:~~

~~The ADA and MHRA make exceptions regarding employment of a person who poses a direct or significant risk to the person or to others, such as a person with a contagious disease or a person who illegally uses drugs or alcohol.~~

~~Disability Defined:~~

~~Anyone with a physical or mental impairment substantially limiting one or more major life activities; has a record of such impairment; or is regarded as having such an impairment, is considered a person with a disability.~~

in order to

~~In terms of employment, the law defines a “qualified individual with a disability” as an individual with a disability who satisfies the requisite skill, experience, education and other job-related requirements and who can perform the essential functions of the job with or without reasonable~~
a function of the employee’s job because of a physical or mental disability, religious requirement, or other reason, the employee should contact the Human Resources Officer to discuss the need for an accommodation and to explore possible accommodations.

~~The responsibility for implementing and monitoring this policy is assigned to the Town Manager and/or the Human Resource Officer. All complaints should be directed to them.~~

RECRUITMENT, TESTING, AND HIRING PRACTICES

Appointments: The employment of all personnel shall be the responsibility of the Town Manager in accordance with Section 206 and Section 301 of the Town Charter. There shall be as wide a search for a candidate as possible. The character of this search will vary from position to position, but will consist of internal posting for Town employees first. The search may then include advertising, open competitive examination, contact with state and other employment offices and contact with special sources of information in each case.

Eligibility: It is the policy of the Town Council that all positions in the Town of Hampden be filled by fully qualified persons who have been examined on the basis of job related criteria. Eligibility for appointment shall be based on such an examination. Individuals will be recruited from a geographic area as wide as necessary to ensure obtaining well-qualified persons for employment. In cases where residents and non-residents are substantially equally qualified for particular vacancies, residents shall receive first consideration.

Applications: Applications for employment shall be made on a standard application form or by submission of a resume, or both. Employment forms are available from the Human Resource Office.

I-9 Forms: After a job offer has been made, but before any person can begin work, this form needs to be completed. It is proof of employment eligibility and is a requirement of Federal Law.

Application/Testing: Candidates for positions shall be examined on the basis of the job related criteria. Examinations may include such things as: applications/resume review, completion of written or skills tests, evaluation of education and job experience, personal interview, medical examination, psychological examination and background investigation. Any required medical or psychological examination shall occur after a job offer, but before the offeree can begin work.

|

SECTION 3

A. TYPES OF EMPLOYMENT

Full Time Employment: An appointment to work ~~a standard work week (based on (40 hours per week unless employed by Public Safety~~ the Fire Department, in which case a standard week is 84 hours over a two (2) week period) on a continuing or indefinite basis. ~~Except as otherwise provided, such employees are subject to the rules, policies and procedures of the Ordinance and this Handbook, and receive all benefits and rights provided by the Town of Hampden.~~

Part Time Employment: An appointment to work less than ~~the~~ a standard work week, but on a continuing or indefinite basis. No employer-paid benefits will be offered by the Town of Hampden other than those required by law.

Seasonal Employment: An appointment to work for a specific season (may work a standard work week or less) and with the expectation of being laid off at the end of the season for which appointed. No employer-paid benefits will be offered by the Town of Hampden other than those required by law.

Student Appointments: ~~These appointments are~~ An appointment on an “internship basis” and ~~afford~~ afforded to students majoring in ~~fields valuable to~~ public service fields to give them an opportunity to gain work experience. Such appointments are for a definite period of time, typically less than six (6) months. ~~Compensation and~~ No employer-paid benefits will be offered by the Town of Hampden other conditions of employment are than those required by law; compensation will be determined in accordance with the internship program of the sending school ~~and applicable portions of the Town’s personnel rules.~~

Temporary Employment: These appointments are made for a definite but limited period of time when a special project requires additional employees for a specific time, or to fill a position of an employee on a leave of absence or long term training ~~such as occurs in the police field.~~ These appointments may also include persons hired under an existing federal manpower program. ~~In such cases,~~ No employer-paid benefits will be offered by the Town of Hampden other than those required by law; the range of benefits made available to ~~the~~ such employee will be assessed ~~provided~~ in the light of the accordance with applicable federal or state regulations ~~and these personnel rules.~~

On Call Employment: An appointment to render a specified type of service to the Town ~~(such as fire fighting)~~ on an irregular basis and only in response to a specific call to service from the Town. Periods of service normally involve only a few hours. No employer-paid benefits will be offered by the Town of Hampden other than those required by law.

B. PROBATIONARY PERIOD

All persons appointed, promoted or transferred to ~~a full-time position and part-time positions~~ in the Town Government shall serve a probationary period of six (6) months, except that police officers shall serve a probationary period that lasts for one year after graduation from the Maine Criminal Justice Academy or the date the board waives the basic training requirement, or six (6) months from date of hire if the officer has previously completed the training requirement.

During the probationary period, an employee's employment may be terminated without cause and without recourse to the grievance provisions of this Ordinance.

A full-time employee who is transferred or promoted and who does not meet or otherwise comply with the work standards of the new position shall be transferred to the previous position held, if possible, or to another position for which she/he is deemed to qualify, if one is available. Reasonable efforts shall be made to schedule such transfers as to protect the employee's job security.

POSITION CLASSIFICATION AND ~~DC~~ PAY PLAN CLASSIFICATIONS

~~**Purpose and Responsibility:** The Town Manager shall maintain an inventory of the Town positions in the Town Service by classification that. Positions shall be the basis of compensation for employees holding such positions.~~

~~**Content:** Compensation shall take separated into pay classifications.~~

~~**Pay consideration Classification:** A position's pay classification is determined by considering the relative difficulty and of the position, the responsibility existing between various classes of the position, and the prevailing pay for similar types of work in the relevant public and private labor market. Individual pay increases shall also take into account employee performance as evaluated by proper authority. The Town may, but is not required to, use:~~

~~**Pay Plan:** A pay plan providing at least a schedule of minimum maximum salary ranges for each job classification shall be prepared and annually revised in the light of labor market realities. pay step scale to reward longevity. The Town Manager will ensure that copies of the pay plan and revisions are provided to Department Heads. may provide merit-based pay increases for individual employees.~~

1. New employees will be paid at the minimum rate applicable to the position classification for which they were hired. At the request of the Department Head, exceptions may be made by the Town Manager for an applicant with unusual experience or education.
2. The rate of pay for employees promoted or transferred shall be established by the Town Manager.

~~**Work Outside of Classification:** Regardless of job classification, all employees are required to perform all job assignments made by their Supervisors, Department Heads or Town Manager.~~

3. The Town Council may, at its sole discretion, decide to grant periodic cost of living increases.

D. PROMOTIONS AND TRANSFERS

The Town Council desires that Town employees be given maximum opportunity for advancement. The Town will fill a vacancy with the most qualified candidate, but present employees are encouraged to apply when interested in the service. In so far as possible vacancies will be filled from lower classifications within the same department. Present employees shall a posted position and may be given consideration preference in filling a vacancy, but it is recognized, from time to time, the good of the service will require that a vacancy be filled from outside the service. Such a decision shall be made only after careful review of the qualifications of all Town employees who apply for the position.

E. HOURS OF WORK AND STANDARD WORK WEEK

Policy: ~~A “standard~~The work week” shall be the calendar week commencing ~~0001~~12:01 A.M. on Sunday and expiring at midnight on the following Saturday. ~~Administration~~

1. Town office administration employees are scheduled for four (4) work days of ten (10) hours each (except in the case of flexible scheduling) for a total of forty (40) hours. ~~Public Works schedule consists of five (5) work days of eight (8) hours each. per week. Public Safety scheduling is defined by the Public Safety Director. The Lura Hoyt Pool schedule is defined by the Pool Director. The Library schedule is five (5) days, eight (8) hours a day for a total of forty (40) hours.~~
2. Public Works and Library employees are scheduled for five (5) work days of eight (8) hours each for a total of forty (40) hours per week.
3. Public Safety scheduling is defined by the Public Safety Director. **Scheduling:**
4. The Laura Hoyt Pool scheduling is defined by the Pool Director.
5. The Recreation Department scheduling is defined by the Recreation Director

The Town Manager and the Department Heads shall ~~endeavor to~~ establish employees’ specific work schedules.

F. EMERGENCY CALL-BACK PAY

~~of All full-time hourly employees shall be paid a minimum of four (4) hours for emergency call backs. Call-backs occur when an employee has returned home and is requested to resume work at a time when not normally scheduled to work. Instances where an employee is required to continue working hours not in excess of those stipulated by general law of the business and industry for related positions. Overtime after the shift ends or is called to start work early prior to a shift beginning are not considered call-backs. Only hours actually worked shall be counted in calculating overtime, if any.~~

~~**Posting:** All departments and divisions or sections thereof shall post the regular hours of work for the respective groups in a conspicuous place.~~

G. OVERTIME

~~**Policy:** When circumstances warrant, overtime work shall be required. All employees in the labor and trades classifications (except employees in classifications exempted under Federal/State Wage Hour Laws) when employees may be required to work more than the established work week of forty (40) hours will be paid time and one-half for each additional hour worked. This provision will not apply to situations where schedules other than forty (40) hours per week are established for more efficient operation or employee convenience. Overtime. All overtime hours shall must be approved by the appropriate Supervisor or Department Head in advance.~~

~~All employees who are not exempt employees under the Federal Labor Standards Act shall be paid time and a half for hours actually worked within a single work week in excess of forty (40) hours, or they shall accrue compensation time at the same rate.~~

~~The use of sick time, vacation time, bereavement time, comp time or other leave is not counted toward overtime.~~

H. ATTENDANCE

~~**Policy:** Employees shall be at are expected to arrive at work on time and stay through the end of their respective places of work in accordance with the general or departmental regulation pertaining to the hours of work assigned shifts. Specific work hours are assigned by Department.~~

It is the responsibility of the employee to notify the employee's immediate Supervisor or the Supervisor's designee, and make any arrangements for any absence, late arrival, or early departure, not previously approved, prior to the beginning of the work shift to be missed.

~~**Records:** Each Department Head shall be responsible for maintaining daily attendance and work records and shall furnish weekly reports to the Payroll Department.~~

I. TIME SHEETS

~~Policy: A weekly time sheet~~Employees shall be completed by every employee fill out timesheets on a daily basis and submitted submit them on a weekly basis to the Department Head for approval. ~~Every employee~~Employees shall keep accurate recordrecords of their time, ~~to include including the amount of~~ vacation, sick and compensatory time used. ~~No employee shall be~~Employees are not paid for lunch breaks, but are entitled to ~~apaid~~ fifteen minute ~~breakbreaks~~ in the morning and ~~in the~~ afternoon. ~~It is~~If an employee discovers an inaccuracy on the employee's responsibility to pay stub, the employee must report ~~any inaccuracies that may occur on their pay stub~~ to the Payroll Department immediately so that the records may be corrected. Intentional falsification of ~~any payroll records may be just cause for disciplinary action, up to and including is a serious offense that may result in~~ dismissal.

~~All time sheets are to be submitted to your~~ Department Head for approval. ~~The Department Head will~~Heads shall complete a transmittal ~~sheetsheets~~ that ~~includesinclude~~ all hours broken down respectively for each employee. ~~The Department Head will then submit the transmittal sheet, and shall submit them~~ to the Finance Office on Monday morning before 9 AM, ~~except that when a Monday is an observed holiday, Department Heads shall make other arrangements acceptable to the Finance Office.~~

All employees are required to have direct deposit of their payroll check. ~~A voided check will be printed so that you will have the ability to track your sick, vacation, and compensatory time. These are available to each department on Thursday mornings for distribution to the~~Pay stubs will be provided to employees.

J. EMPLOYEE PERFORMANCE EVALUATION

~~Policy: Employee~~The Town conducts employee performance evaluations ~~shall be in writing utilizing a~~ on a regular basis using standard form and shall be made part of the employee's personnel file. In all cases, the evaluations will be discussedevaluation forms. Evaluations will be reviewed with the employee by the Department Head and signed by both parties. A copy of each evaluation will be kept in the employee's personnel file. ~~A copy will be retained in the employees personnel file.~~

Frequency of evaluation:

1. Probationary employees shall be evaluated by the Department Head prior to the conclusion of a six months of employment. month probationary period. The Department Head shall ~~recommend~~make a recommendation to the Town Manager whether the employee should be retained.
~~Commencing with the employee's anniversary date, performance~~
2. Thereafter, evaluations shall be conducted annually.

3. ~~NOTE: Public Safety utilizes “rating periods” in lieu of yearly~~ Additionally, special evaluations may be established by Department Heads, as needed.

K. EMPLOYEE TRAINING

~~Policy:~~ The Town of Hampden is committed to the maintenance of a well-trained and efficient staff. It shall attempt to make opportunities for development available to employees within the framework of organization needs and priorities. Employees, as a condition of employment, shall attend and participate in such training programs and courses as may be directed by the Department Head or Town Manager and for which the Town assumes the cost. Documentation of attendance at training shall be kept in the employee’s personnel file. Employees are required to return to work on any day or part of a day that the employee is excused from training early.

L. TRAVEL REIMBURSEMENT POLICY AND PRACTICES

~~Policy:~~ The Town of Hampden reimburses all approved travel expenses directly related to its activities and reasonable under the particular circumstances involved. This policy and related practices apply to all paid employees, as well as the Town Council.

~~Practices:~~

All travel plans and anticipated expenses must have prior approval by the Department Head and/or the Town Manager.

Take a copy of the Tax Exemption Certificate to avoid tax charges. A copy can be obtained from the Finance Office.

1. The following travel costs are reimbursed at the stated rates:
 - a. For employees and Council members who use their private vehicle, reimbursement is determined by the official IRS mileage reimbursement rate.
 - b. Tolls, parking, taxi and other fares are paid at actual costs: Receipts are required.
 - ~~c. Travel Reasonable service tips are actual costs: Receipts are required.~~ by air requires special permission.
2. Documented actual meal and lodging costs are reimbursable if reasonable for the function and location. Reasonable service tips are paid. Receipts are required.
3. The Town of Hampden will not reimburse you for separate travel costs associated with your spouse ~~or~~ partner, or other family members. The cost of a shared hotel

room need not be allocated between you and your spouse/partner unless said room is a higher rate than the cost for a single person.

~~The Town of Hampden does not allow compensatory time. If you are traveling to an office, conference etc. outside your typical~~

- ~~4. For non-overnight travel area for one day, you are, an employee will be paid your hourly wage for all travel time, even if it goes beyond your the regularly scheduled working/commuting hours for the day. If you do not or can not readjust your work The Department Head will be expected to adjust the employee's schedule on other work days for the rest of that week and your actual work hours in to avoid overtime unless overtime has been pre-approved.~~

~~For overnight travel, an employee will be paid only to the extent that work week exceed 40 hours, you will receive pay at the rate of time and one-half for all hours in excess of 40.~~

- ~~4.5. Travel time associated with overnight stays is considered compensable work time when the business travel occurs during the employee's normal standard work hours, regardless of what day of the week travel takes place.~~

~~5. The Town Manager may approve higher reimbursement rates when necessary.~~

6. Claims for reimbursement must be submitted:

~~On~~

- a. on the correct Expense Request form;

~~Verified by~~

- b. with receipts;

~~Signed~~

- c. signed by the employee and the Department Head; and

~~Submitted~~

- d. submitted to the Finance Officer within 30 days following the completion of the travel

Manually operating a cell phone in any manner while operating a Town vehicle is prohibited. It is permissible to use hands-free functions provided the employee is able to safely operate the vehicle without being distracted.

M. DRESS CODE

Employees in EMERGENCY CALL-BACK PAY

~~**Policy:** All full-time hourly employees of the Public Works shall be paid a minimum of two (2) hours for emergency call backs. Rate of pay in excess of the two hour minimum shall be at the normal hourly rate applicable based on the number of hours worked in the pay period. Police and Fire/EMS shall be paid consistent with the in-force union contracts for those departments.~~

DRESS CODE POLICY

~~Public~~ Safety and Public Works Departments ~~both require~~ are required to wear uniforms, which are provided by the Town of Hampden.

Pool and Recreation employees are permitted to dress more casually than other departments because of the nature of their jobs. However, all clothing is required to be clean ~~and~~, neat, and in good condition. Shirts with Town ~~Logos are required~~ logos, which will be provided by the Town, must be worn when working ~~with~~ certain programs and events.

~~Administration employees may wear jeans only when wearing shirts/sweaters/blazers with the Town Logo on them. The tops are limited in the choice of color an employee may choose and must be approved~~ Town office administration employees must wear clothing that is clean, neat, and in good condition. Jeans are allowed provided they are not significantly worn or faded. Employees are encouraged to wear name tags with the Town logo, which will be provided by the Town Manager. They are not limited in the style that an employee may choose.

All employees are asked to dress appropriately. It is important ~~that we~~ to present a responsible and respectable image to the customers that we deal with daily. ‘Mini’ skirts, short shorts, halter tops ~~and~~, revealing clothing, and clothing with holes or other defects (whether intentional or not) are not appropriate dress for any Town ~~employees~~ employee.

~~When in doubt, ask your Department Head or Supervisor.~~

N. PERSONNEL FILES

Personnel Files: The Town of Hampden keeps a personnel file containing records relating to your Town employment. It includes, but is not limited to, records such as your application for employment, resume and other information considered pertinent to your employment. It also holds your job description, Letter of Hire (including starting date and scheduled hours), job title, starting wages, evaluations and other material related to performance. It shall contain any, investigations, discipline, and benefits. Documents may be placed in your file upon written disciplinary actions, as well. The Town keeps a copy request and with the approval of all benefits requested by you. the Town Manager.

The Human Resource Office keeps a separate file containing confidential information, such as medical information and verification of employment requests. Workmen's Compensation claims also have a separate file.

~~Workmen's Compensation claims also have a separate file. These files are maintained by the Town Clerk.~~

If you wish to look at your file(s), you may make an appointment with the Human Resource Officer. The file(s) can may be examined on the premises. You may not remove anything from nor add anything to the file(s). You may have a complete photocopy of your file(s). Additions may be placed in your file(s) upon written request and with the approval of the Town Manager.

Requests for employee information: Requests for general information for an employee will be directed to the Human Resource Officer, such as date of hire ~~or~~, job title, and verification of employment. Specific questions pertaining to an employee's job abilities or character will be referred to their Department Head.

O. LAY-OFF, RECALL, RESIGNATION

Lay-off: An employee may be laid off by competent authority the Town for lack of work, lack of funds, reductions in staff, or other legitimate reasons. All employees shall be furnished a written statement setting forth the reasons for the lay-off.

Lay-off Procedure: Full-time employees will, in so far as possible, be laid off in order of seniority within the department by classification and with "bumping" rights provided the employee is qualified to perform the duties of the job to which he/she is to be transferred.

Lay-off Notice: Full-time employees shall be given one (1) week notice before the effective date of the lay-off. Employees who are not full-time and full-time employees who have not completed the probationary period may be laid off at any time without ~~recourse to the grievance procedure set forth in the Ordinance or this Handbook~~notice.

~~**Recall:** If the need for the layoff subsides, the Town may recall employees. The Town may recall employees on the basis of need, but shall attempt to recall employees to the extent possible by department based on seniority.~~

Reemployment: Employees who are laid off in good standing shall, provided that their qualifications are equal to the qualifications of other applicants, be given preference for re-employment. In the case of substantially equal qualifications among former employees seeking re-employment, preference shall be given to the employee with the greatest seniority within the hiring department at the time of lay-off. For purposes of this article, seniority rights shall be retained for ~~six (6) months~~one (1) year after the date of lay-off.

~~**Resignation:** An employee serving in the capacity of Department Head shall file a written notice of intent to terminate employment with the Town of Hampden thirty (30) days prior to such time.~~**Resignation:** Any employee wishing to leave Town Employment in good standing shall file with his/her Department Head a written notice of intent to terminate employment two (2) weeks prior to termination-, except that a Department head must file the written notice thirty (30) days prior to such time. All Town property shall be returned to the Town prior to separation from service. Final pay shall include wages earned, accumulated vacation and compensation time and 25% of accrued sick time. Payment will occur on the 1st payroll following termination.

P. OUTSIDE/NON-TOWN EMPLOYMENT

Policy: No employee shall, during non-duty hours, be engaged in any employment activity or enterprise that is incompatible or in conflict with his/her duties with the Town. Such employment may be ordered to be curtailed or terminated by the appropriate Department Head or the Town Manager if, in his/her judgment, such employment hinders the employee in the impartial or efficient performance of his/her duties. In any event, no employee shall fail to appear for a mandatory work assignment or shift due to conflicting outside employment or business commitments.

Q. POLITICAL ACTIVITIES

~~**Policy:** While employed by the Town of Hampden, employees shall refrain from seeking or accepting nomination or election to any office in the Town of Hampden government, and~~Employees are prohibited from using their influence publicly in any way positions to advocate for or against any candidate for ~~elective~~electd office in the Town of Hampden government or for any initiative. Town employees shall not, during work hours, circulate any petitions or literature for ~~elective~~candidates for elected office of the Town of

Hampden ~~officials~~ or for any initiative, or be in any way connected with soliciting or receiving subscriptions, contributions or political service from any person for any political purpose pertaining to the government of the Town of Hampden. This rule is does ~~not to be construed to~~ prevent Town employees from becoming, or continuing to be, members of any political organization, or from attending, on their own time, political organization meetings, ~~from~~ expressing their views on political matters, or from voting with complete freedom in any election.

R. TELECOMMUTING

The general expectation is that all employees will perform their duties at their normal job sites. However, there may be occasions when working at the normal job site is not possible. In such situations, the Town Manager may temporarily allow an employee to work from home provided certain conditions are met. The Town Manager has the sole discretion whether to authorize telecommuting and whether to terminate telecommuting authorization.

In order to be considered for temporary telecommuting authorization:

1. The position must be one that may reasonably be performed remotely.
2. The employee must be deemed to have the ability to work effectively in an independent environment.
3. The Town will inspect the employee's proposed work area to ensure it is safe, appropriate, and has the capacity for remote connectivity.
4. The Town may provide hardware where appropriate. Additionally, office supplies will be provided by the Town as needed.
5. If there are dependents in the home, evidence of suitable arrangements for dependent care during work hours will be required.
6. The employee will be required to take appropriate actions to protect all materials and work product, including taking security measures to maintain confidentiality and to protect them from damage or theft.
7. The employees will be required to keep accurate records of time worked and submit them on a weekly basis.
8. The employee's compensation, benefits, work status and work responsibilities will not change.
9. The amount and quality of work the employee is expected to perform will not change.

10. The Town will require the employee to sign a Telecommuting Agreement, which may contain additional terms and conditions, including the duration of the authorization.

Please contact the Town Manager for additional information.

SECTION 4

A. EMPLOYEE BENEFITS

Retirement System: The Town of Hampden is a participating district in the Maine Public Employees Retirement System (“MainePERS”) for the benefit of all full-time employees who are eligible and who choose to join. The Town also participates in the International City Manager’s Association Retirement (ICMA) 401 plan and the 457 plan.

The employee must choose which plan he/she would prefer. Information on these plans can be obtained from the Human Resource Office.

Social Security: In addition to the MainePERS System and/or the ICMA Retirement Program, the Town participates jointly with the employees in Social Security payments. Benefits provided include a retirement feature, survivor’s benefit payments if death occurs before retirement, disability insurance and Medicare coverage. ~~Questions may be directed to the Human Resource Officer.~~

Group Hospital, Surgical and Major Medical Insurance: The Town participates in the Maine Municipal ~~Association~~Employees Health Trust Benefit Plan (MMEHT) up to and including the family level of coverage. Major features of this plan will be explained at time of employment and are available for full-time employees. ~~Scheduled part-time employees working 20 hours per week may purchase Group Hospital coverage at Town’s rates.~~

The Town pays 100% of the cost for a single subscriber to the health plan. ~~The Town pays, or~~ 70% of the difference between single subscriber and the cost for family or employee/~~dependant~~dependent coverage as a weekly payroll deduction. Full time employees who are covered by insurance from their spouse or an alternate source may elect to receive a payroll adjustment (subject to all tax and FICA withholdings) in lieu of insurance coverage equal to 50% of the annual single subscriber premium through the Maine Municipal ~~Association~~Employees Health Trust. Employees electing to utilize this provision must provide the Payroll Department with proof of alternative health insurance coverage.

Scheduled part-time employees working a minimum of 20 hours per week may purchase Group Hospital coverage at Town’s rates but paid for 100% by the employee.

Group Life Insurance: The Town participates in a group life insurance program which offers life insurance and accidental death and dismemberment coverage. Provisions of this policy will be outlined at time of employment and are available for full-time employees.

Unemployment Compensation: The Town provides unemployment compensation coverage for its employees as required by ~~Maine State Law~~law.

Dental Insurance: The Town participates in a dental plan, ~~through MetLife~~, up to and including the family level of coverage. Major features of this plan will be explained at the time of employment and is available to full-time employees. The Town pays \$150.00 yearly per employee ~~for~~ toward the dental insurance ~~premiums~~ premium for employees who elect to participate.

Questions regarding employee benefits may be directed to the Human Resource Officer.

B. WORKER'S COMPENSATION

The Town of Hampden provides Workers' Compensation Insurance for all its employees, as ~~mandated~~ required by law. The purpose is to provide medical/hospital care and partial salary replacement when an employee is incapacitated due to work related reasons.

All ~~employee~~ employees must report injuries at work, no matter how slight, ~~are to be reported~~ to the employee's Department Head or Supervisor ~~who~~. The Department Head will provide the necessary accident report forms (Employers First Report of Occupational Injury or Disease and Accident/Injury Investigation Form). These forms are completed regardless whether medical care is received and/or time from work is lost. Injury reports must be made and must reach the ~~Town Clerk's~~ Human Resources office within 24 hours of the injury, or the next business day if the injury occurs on a weekend or holiday.

Employees who suffer injuries that require time off to recover are still Town of Hampden employees and will be asked to comply with certain procedures. ~~It would be prudent of the employee to contact the payroll office to discuss deductions the employee may have and make any arrangements that may be necessary.~~

While off work due to an injury, employees shall report to their Supervisor ~~or~~ Department Head and the Human Resources Office once a week, at a previously arranged time, in order to keep the Town informed of the ~~healing process~~ employee's status and when return to work can be expected. If the employee is ambulatory, this weekly reporting should be made in person.

If an employee is out of work due to an accepted or established work injury, the employee may use sick, vacation, and comp leave to make up the difference between the employee's workers' compensation rate of pay and their normal rate of pay during a period of incapacity.

When ~~the~~ an injured employee is released in writing by his/her attending physician for alternative work or regular work, the release should be presented by the employee to the ~~Department Head or Supervisor immediately. Failure to report as outlined here without valid reason may be considered the employee's voluntary termination of employment~~ Human Resource Office immediately.

Please contact the Human Resources Office for more information or information about the Town's preferred provider.

|

SECTION 5

A. VACATION/ EARNED PAID LEAVE

Policy: The Town of Hampden provides vacation/earned paid leave to employees as follows. For the purposes of this section only, unless otherwise specified a year means the 12-month period immediately following an employee's date of hire.

1. Accrual for part-time, part-time seasonal, part-time temporary, student, and on-call employees:

a. ~~Vacation privileges are available only to/~~ earned paid leave shall accrue at the rate of 1.00 hour per 40 hours worked, up to a maximum of 40 hours per year.

~~1.2. Accrual for full-time employees. Each (including full-time employee shall earn annual vacation with pay on the following basis seasonal and full-time temporary) employees:~~

a) ~~Vacation earned;~~

a. ~~From date of hire through completion of year 4 years~~ of employment:

i. ~~Vacation/ earned paid leave shall accrue at the rate of 81.85 hours per month~~ 40 hours worked, up to a maximum of 96 hours.

~~5-~~

ii. ~~During this period of time, no employee may have a balance of more than 176 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).~~

b. ~~Beginning year 5 through the completion of year 9 years~~ of employment:

~~Vacation shall accrue at the rate of 10 hours per month.~~

i. ~~10-19 years of employment:~~ ~~Vacation/ earned paid leave shall accrue at the rate of 142.31 hours per month~~ 40 hours worked, up to a maximum of 120 hours.

ii. ~~During this period of time, no employee may have a balance of more than 200 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).~~

c. ~~Beginning year 10 through completion of year 19 of employment:~~

i. ~~Vacation/ earned paid leave shall accrue at the rate of 3.23 hours per 40 hours worked, up to a maximum of 168 hours.~~

ii. During this period of time, no employee may have a balance of more than 248 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).

d. Beginning year ~~20+ years~~ of employment: ~~and above~~:

i. Vacation/ earned paid leave shall accrue at the rate of ~~163.69~~ hours per ~~month~~ 40 hours worked, up to a maximum of 192 hours.

ii. ~~Vacations shall be granted at~~ During this period of time, no employee may have a balance of more than ~~272-~~ hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).

3. Accrual of leave begins at the start of employment, but an employee may not use leave before completing 120 days of employment.

4. Leave may be taken in increments of one (1) hour.

5. Unused paid vacation leave may be carried over to the following year up to a maximum of 80 hours for full-time employees, or 40 hours for all other employees.

a. Any unused paid vacation leave in excess of 80 hours for full-time employees or 40 hours for all other employees will be forfeited, except that in the event of extreme circumstances that are beyond the employee's control (such as staff shortages, medical emergencies, etc.) which prevent an employee from taking vacation leave, the Town Manager may allow additional vacation hours to be carried over to the following year.

b. ~~If time or times as is mutually agreeable to the employees and their Department Heads and shall not disrupt departmental operations,~~ an employee has been allowed to accrue or carry over more than 80 hours of paid vacation leave in a year, the employee will be allowed to retain the excess hours but will not be permitted to carry over additional vacation time until the employee's vacation balance falls below the 80-hour maximum. At that point, the employee's maximum will be 80 hours of banked vacation time.

6. Notice.

a. ~~Absent an emergency, illness or other sudden necessity for taking paid leave, an employee must give reasonable advance notice to the employee's supervisor of the employee's intent to use paid leave. Use of leave must be scheduled to prevent undue hardship on the Town as reasonably determined by the Town.~~ Due consideration shall be given to an employee's seniority in regard to scheduling vacation.

b. Notice required for an emergency, illness or other sudden necessity must be reasonable under the circumstances, recognizing that advance notice may not be feasible. In such circumstances, an employee shall make a good faith effort to provide as much notice as is feasible under the circumstances to the Town of the employee's intent to use paid leave.

2.7. An employee, upon resigning, is entitled to payment of 100% of any accrued vacation-time/ earned paid leave.

At the

3.8. An employee may request a payout of up to two (2) weeks of vacation/ earned paid leave per year for good cause. The Town Manager may grant or deny the request at the Town Manager's sole discretion of the Department Head, employees may request to be paid in lieu of vacation, not to exceed two weeks and must have the approval of the Town Manager. Contact the Finance Office to getfor the necessary paperwork.

b) Any vacation accrual of more than 80 hours at the end of the fiscal year must have the approval of the Town Manager before it can be carried forward to the next year.

9. f) An employee may request an advance of their up to two (2) weeks of vacation/ earned paid leave per year for good cause. The Town Manager may grant or deny the request at the Town Manager's sole discretion. Contact the Finance Office for the necessary paperwork.

10. Vacation/ earned paid leave hours are not counted as hours worked for purposes of calculating overtime.

4.11. Existing employees who on January 1, 2021, have a vacation time (prior to actual—balance exceeding the caps shown in subsection (2) above, will retain the higher balance but will only accrue additional vacation/ earned paid leave in accordance with subsection 1(a) until such time as the balance falls below the caps shown in subsection (2).

—accrual of said time) with permission of the Town Manager.

NOTE: Vacation accrual time may vary with Fire Department personnel. Refer to your contract.

B. SICK LEAVE

Eligibility and Accrual: ~~Sick leave for full~~ Full-time employees shall accrue sick leave at a rate of 8 hours for each calendar month of service, ~~accumulative of 960 hours.~~ The first month of an employee's service shall be counted as a full month of service if employment begins on or before the 15th day of the month.

Maximum: An employee may accumulate a maximum of 960 hours of sick leave. Once an employee reaches the maximum, any hours earned over and above the limit of 960 hours will be deposited into a health savings account for use by the employee after retirement.

Sick Leave Usage: Sick leave may be used for personal illness, injury, or physical/mental incapacity of such degree as to render the employee unable to perform the duties of his/her position or other assigned duties within their respective department; ~~or for the illness of a spouse or family member in the care of the employee. If requested, after three consecutive sick days, the employee shall furnish the Department Head a certificate from his/her attending physician. Sick leave may also be used for the care of immediate family members who are under the care of a physician. Sick leave may also be used to care for the illness of the employee's child, spouse or parent.~~

If an employee runs out of sick leave, the employee must first use comp time and then vacation time to extend the employee's paid time off. Once an employee exhausts all of their accrued time, they may apply for donated sick time from the catastrophic leave program.

Verification: If an employee is out of work on sick leave for three (3) consecutive days, the Town may require the employee to furnish the Department Head a certificate from his/her attending physician.

Abuse of Sick Leave:~~Sick Leave Accounting:~~ Sick leave usage shall be recorded regularly on the payroll. The Town Manager/Human Resource Officer shall review all sick leave records periodically and shall investigate ~~any cases that indicate~~ suspected abuse of ~~the privilege.~~ leave.

Abuse of Sick Leave: Willful abuse of the sick leave privilege may be cause for dismissal.

Sick Leave and Worker's Compensation: Employees are eligible for Worker's Compensation for a service connected injury and may elect to take earned sick leave in addition to Worker's Compensation to the extent that it provides no more than regular pay, and to the extent of earned sick leave credit.

Sick Time Payment: At the time of resignation or retirement, an employee in good standing is entitled to payment for 25% of accrued sick time.

Sick leave hours are not counted as hours worked for purposes of calculating overtime.

C. VOLUNTARY CATASTROPHIC LEAVE PROGRAM

The Voluntary Catastrophic Leave Donation Program establishes a pool of paid time off to permit salary and benefits continuation for regular full-time employees who have exhausted all paid leave due to their own serious illness or injury, or due to the need to care for a serious illness or injury of the employee's child, spouse, or parents.

Establishment: Employees may, but are not ~~JURY DUTY~~

Should you be required to, donate sick or vacation leave to the Voluntary Catastrophic Leave Program benefit pool.

1. Donations may be made by submitting a confidential form to the Town Manager or Director of Human Resources indicating the amount of donation and whether it is a one-time donation or a recurrent donation.
2. Donations are made to the program pool, not to particular employees.
3. An employee may donate up to 50% of their annual paid leave per year.
4. All donations are anonymous.

Usage: An employee may apply for Catastrophic Leave Program benefits by submitting a confidential application to the Town Manager or Director of Human Resources. To qualify:

1. an employee must have an approved leave of absence from the Town Manager;
2. an employee must have a debilitating illness or injury that incapacitates the employee or prevents them from working because the employee is the only person available to care for the serious illness or injury of the employee's child, spouse, or parents;
3. the employee must provide a physician's written note verifying the illness or injury;
4. the employee must be facing a financial hardship because the employee has exhausted all eligible vacation, sick, and comp time, and the employee is not receiving short-term disability or Workers' Compensation benefits; and

5. there must be donated leave time available.

The Town Manager will determine on a case-by-case basis whether a request to draw from the pool qualifies for Catastrophic Leave usage.

An employee is limited to a maximum of four weeks of benefits from the program annually.

D. JURY DUTY

Employees called upon to serve on jury duty, ~~you~~ will be compensated for the difference between the amount received for jury duty and ~~your~~ the employee's salary with the Town of Hampden. Time spent on jury duty will be considered equal to regular working hours; ~~thus you will accrue all benefits due you.~~

Payments ~~you receive~~ received from ~~your~~ jury duty service must be turned into the Finance ~~Officer~~ Department for processing. ~~You~~ The employee will receive a full paycheck for the period of time in question.

~~You~~ Employees are required to return to work on any day or part of a day that ~~you are the~~ employee is excused from jury duty.

E. HOLIDAY LEAVE

~~The Town of Hampden follows the State of Maine holiday schedule. The number of hours in a holiday are based on 8(10) hour work day, depending on your department. Holidays falling within a period of vacation/earned time are paid at the holiday rate. Employees on a leave of absence without pay are not eligible for holiday pay.~~

~~Holidays that fall on a Saturday are observed on the preceding Friday and those falling on a Sunday are observed on offers the following Monday. The exception to this rule is the Administration Department. The Saturday ruling does not apply because this department is closed on Fridays.~~

twelve (12) paid holidays to all full-time

~~Exempt (Salaried) employees can not hold over holiday leave for future use. It must be recorded in the week which in it actually occurred.~~

~~All full time employees, including those on probation, who have worked for the Town for at least ~~thirty~~ 30 days, ~~shall be entitled to paid holidays.;~~~~

~~New~~ Year's Day
Martin Luther King's Birthday
President's Day
~~Patriot's~~ Patriots Day
Memorial Day
Independence Day

Labor Day
~~Columbus~~ Indigenous People Day
Veterans Day
Thanksgiving Day ~~& the Friday after~~
The Friday after Thanksgiving
Christmas Day

Fourth of July

For employees who work a Monday to Friday schedule, holidays that fall on a Saturday are observed on the preceding Friday and holidays that fall on a Sunday are observed on the following Monday.

For employees who work a Monday through Thursday schedule, holidays that fall on Sunday are observed the following Monday, holidays that fall on a Friday are observed the preceding Thursday, and holidays that fall on Saturday are a paid holiday.

If a holiday is observed on a day that the employee is scheduled to work, the number of paid holiday hours is based on the employee's normal work day, so if an employee normally works an eight (8) hour day, the employee receives eight (8) hours of holiday pay, and if an employee works a ten (10) hour day, the employee receives ten (10) hours of holiday pay. This allows all employees to enjoy a holiday off from work without losing pay.

If a holiday is observed on a day that an employee is not scheduled to work, an employee will receive eight (8) hours of holiday pay. If an hourly employee must work on an observed holiday, the employee will be paid the holiday plus time and a half for hours actually worked. If a holiday falls on a date when an employee is on vacation, the employee will be paid for the holiday and will not be charged a vacation day. Employees on a leave of absence without pay are not eligible for holiday pay.

Additionally, the Town may, at its sole discretion, decide to grant additional paid holidays or partial holidays (or early closures) on special occasions.

Holiday hours are not counted as hours worked for purposes of calculating overtime.

F. BEREAVEMENT LEAVE

The Town Manager may grant up to three (3) days of leave with pay, as necessary, in the event of the death of an immediate family member. ImmediateFor the purpose of bereavement leave, immediate family member ~~for this purpose~~ is defined as: spouse, children, step-children, parents, ~~brothers, sisters~~step-parents, parents-in-law, siblings, step-siblings, grandparents, grandchildren and domestic partners. This leave ~~is intended to accommodate the need to~~ may be used for travel ~~or conduct~~, to make necessary ~~business~~arrangements, attend wake/funeral, and similar activities. The bereavement days need not be taken consecutively.

For the death of ~~intermediate~~other family members ~~defined, such~~ as aunts, uncles, nieces, nephews, cousins, ~~any in-law~~in-laws not listed as immediate family, persons sharing ~~your~~ residence ~~or “someone,~~ and other people with whom you have a close ~~to you,~~ special relationship, the Town Manager may grant one (1) day of paid bereavement leave ~~may~~.

The Town Manager may grant additional days of paid bereavement, provided the total bereavement leave does not to exceed a maximum of five (5) days. Extended leave will only be approved by the Town Manager considered for extenuating circumstances.

~~Earned time or time without pay may be used at your own discretion.~~

Employees who need bereavement leave must contact their Supervisors or Department Head as soon as possible. Nothing herein prevents an employee from using vacation or comp time for bereavement purposes or to extend bereavement leave upon approval.

~~The Town Manager reserves the right to extend the leave to a maximum of five (5) days when distance or unusual circumstances are factors.~~

Bereavement days are not counted as hours worked for purposes of calculating overtime.

G. COMPENSATORY TIME ~~OFF~~

Accrual:

Hourly Employees. Hourly employees who actually work more than 40 hours in a week are entitled to overtime paid at 1.5 times the normal rate of pay. For the purposes of calculating overtime, the 40 hours must have actually been worked; the use of sick time, vacation time, bereavement time, comp time, or other leave is not counted toward overtime.

1. In lieu of paid overtime, hourly employees may earn compensatory time (“comp time”) up to a maximum of 40 hours per fiscal year at the discretion of the Department Head. Thereafter, any additional overtime will be paid at the overtime rate in the employee’s next paycheck.
2. Comp time will be accrued at a rate of one (1) hour per one (1) hour actually worked if the employee has actually worked 40 or less hours in a week (which may be the case if the employee has used sick, vacation, or comp time in the week). If an employee has actually worked more than 40 hours in a week, comp time will accrue at the rate of one and a half hours (1.5) per one (1) hour actually worked.

Exempt

~~**Policy:** Salaried employees exempted for overtime rates of pay when required to work in excess of the standard work week, may be compensated by compensatory time off to be granted by the Department Head, except that it is understood that exempt salaried positions are paid on the basis of job responsibility and it is the responsibility of the person filling the position to accomplish the work, within reason. Department Heads, Supervisors or other salaried professionals reporting directly to the Town Manager shall be ineligible for overtime rates of pay but shall be eligible for compensatory time off at the discretion of the Town Manager.~~

- ~~a) Exempted positions eligible for compensatory time off in lieu of overtime, at the discretion of the Department Head, shall include all full-time, hourly paid employees. No hourly paid employee shall accrue more than eighty (80) hours of compensatory time. All compensatory time records for compensatory time earned and used shall be submitted to the Finance Officer for record keeping purposes.~~
- ~~b) Exempted salaried employees shall be eligible for compensatory time in circumstances where the hours of work required exceed the “normal” work week due to night/weekend meetings, special projects and other work not a routine part of job responsibilities. No salaried shall accrue more than 80 hours of compensatory time. Records for compensatory time earned and used shall be submitted to the Finance Officer for record keeping purposes.~~

~~e) Compensatory time for both salaried and hourly paid exempted employees shall accrue at the rate of 1.5 hours for each hour worked in excess of the normal work schedule. It will not accrue if a sick, vacation or holiday day occurs in the same week. It would then be considered straight time.~~

Employees. Exempt employees are paid a set salary for a week's work and are not entitled to overtime. Nevertheless, exempt employees who actually work more than 50 hours in a week are allowed to accrue comp time up to a maximum of 40 hours.

1. Comp time will be accrued at a rate of one (1) hour per one (1) hour actually worked.

If an employee is carrying a balance of comp time in excess of 40 hours on the date of the amendment to this section, the employee is ineligible for additional comp time (but will be paid for overtime if the employee is hourly) until the balance drops below the 40-hour maximum.

Usage and Cash Out:

1. Comp time may be taken at such time or times as is mutually agreeable to the employees and their Department Heads and shall be scheduled at such time as not to disrupt the department.

2. If an employee has accrued comp time as of June 30 of a given year, the Town will pay out the comp time so that no employee will have comp time as of July 1

of each year. An employee may also request a payout of comp time of up to 40 hours within a fiscal year for good cause and with the approval of the Town Manager.

3. If an employee has accrued comp time on the date of separation from employment, the comp time will be paid out at the higher of the average regular rate received by the employee during the last three (3) years of the employee's employment, or the employee's final regular rate.
4. Comp hours used are not counted as hours worked for purposes of calculating overtime.

H. DISCRETIONARY LEAVE WITHOUT PAY

~~Policy:~~ A full-time employee may be granted a leave of absence without pay by the Town Manager for a period deemed necessary for the purpose of the leave, but in no case to exceed six (6) months without prior approval by the Town Council. The employee must use all accrued vacation, sick leave (if the need for the leave qualifies), compensatory and holiday entitlements before commencing his/her leave of absence. The employee is expected to return to work upon expiration of the granted leave or arrange an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave, without good cause or having arranged for an extension of leave, shall be deemed a resignation from the Town of Hampden. If an employee works for another employer during a leave under this section, the employee will be deemed to have resigned.

~~No~~ During such a leave, an employee ~~shall~~will not receive a salary or Town-paid fringe benefits ~~while on discretionary leave of absence~~. Employees on discretionary leave may continue to participate through the Town in Group Health, Life and Dental Insurance at their own expense. Employment and ~~A~~ leave of absence ~~shall terminate when the employee accepts other employment. When computing length of service for any reason, is not considered a break in service, but~~ time spent on a leave of absence ~~will not be computed. In effect, this changes the anniversary date of the employee for salary increases and other benefits is not counted as time worked for purposes of computing an employee's length of service.~~

I. EMPLOYMENT LEAVE FOR VICTIMS OF VIOLENCE

Pursuant to 26 M. R. S. § 850, the Town of Hampden will grant reasonable and necessary ~~unpaid~~ leave from work for an employee to:

1. prepare for and attend court proceedings.

~~1.2.~~ receive medical treatment or attend to medical treatment for a victim who is the employee's daughter, son, parent or spouse.

~~2.3.~~ obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The leave must be needed because ~~you~~the employee, or ~~your~~the employee's daughter, son, parent or spouse are victims of violence, assault, sexual assault, stalking or any act that would support an order of protection. ~~The Town of Hampden will not take adverse actions against exercising your rights under the law.~~

The leave is unpaid, but an employee may use accrued sick, vacation, or comp time.

Any request for leave from work must be made in advance, within a reasonable time given the circumstances. Reasonable time will be defined by the Town Manager on a case by case need. These requests must be made in writing to the Town Manager accompanied by the proper documentation. Confirmation and/or Denial of leave will be made in a timely fashion.

The Town of Hampden does reserve the right to deny requests for leave for any of the following reasons:

1. if the Town would sustain undue hardship from the absence
2. the request for leave is not communicated to the Town Manager within a reasonable time frame under the circumstances
3. the requested leave is impractical, unreasonable or unnecessary based on the facts then made known to the Town Manager.

The length of leave shall be determined by the purpose for which it is sought.

J. FAMILY AND MEDICAL LEAVE

Federal Family Medical Leave

The Town of Hampden provides qualified employees with leave pursuant to the Family & Medical Leave Act (29 U.S. C. § 2601, et seq.) ~~is a federal law that requires unpaid leave for employees who .).~~

1. To be eligible to take FMLA leave, an employee must have: (1) worked for the Town for at least twelve (12) months; and (2) worked at least 1,250 hours during the prior twelve (12) months ~~to deal with family and personal matters. .).~~

~~1.2.~~ Eligible employees may take up to 12 weeks of ~~job protected~~ unpaid leave in a 12-month period for the following reasons:

- a. ~~Birth and/or care~~ Because of the birth of a ~~child~~son or daughter of the employee; and in order to care for such son or daughter.
~~Placement of a child into the employee's family by~~
- b. ~~Because of the placement of a son or daughter with the employee for adoption or by a foster care arrangement;~~
~~Care of~~
- c. ~~In order to care for the employee's spouse, child~~ or a son, daughter, or parent ~~who, of the employee, if such spouse, son, daughter, or parent~~ has a serious health condition;
~~Inability~~
- d. ~~Because of a serious health condition that makes the employee unable to perform the functions of the employee's position due to a serious health condition;~~of such employee.

3. Additionally, Military Family Leave is available for employees who meet the eligibility requirements of (1) above, for the following reasons:

- ~~d.~~a. To address a qualifying exigency arising out of the fact that the employee's spouse, child or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed forces;
- e.b. To care for a covered ~~servicemembers~~service member who is the spouse, child, parent or next of kin of the employee (for up to 26 workweeks in a 12-month period).

~~This law guarantees certain rights to eligible workers:~~

- ~~1. Restoration to the same position upon return to work, or one that is equal in pay, benefits and responsibility~~
- ~~4. Protection of The Town may require an employee benefits requesting leave to provide supporting documentation.~~
- ~~5. The Town uses a 12-month rolling period rather than a calendar year, so a 12-month period means the 12-months immediately preceding the request for leave.~~
- ~~2-6. Leave is unpaid, but the Town requires employees to use any accrued sick, vacation, and comp time while on leave.~~
~~Protection from retaliation by~~
- ~~7. Leave may be taken on an intermittent, as-needed basis, if appropriate.~~
- 8. Notice.
 - a. If the need for leave is based on (2)(a) or (b) and the need for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer for exercising this right with not less than 30 days'

notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.

- b. If the need for leave is based on (2)(c) or (d) and the need for leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, parent, or covered service member of the employee, as appropriate; and shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- c. If the need for leave is based on (3)(a) or (b) and is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the employer as is reasonable and practicable.

State Family Medical Leave

Under ~~The Town of Hampden also provides qualified employees with leave pursuant to the Maine Family Medical Leave law (26 M.R.S. § 843, et seq.), employees who.~~

- 1. To be eligible to take Maine FMLA leave, an employee must have worked for the Town for 12 consecutive months ~~but for less than 1,250 hours, and are therefore ineligible for Federal family and medical leave,~~
- 1.2. Eligible employees ~~may be eligible for~~ take up to 10 work weeks of unpaid leave in any 2 years for the following reasons:
 - a. ~~—1.~~ Serious health condition of the employee;
 - b. ~~—2.~~ Birth of the employee's child or the employee's domestic partner's child;
 - c. ~~—3.~~ Placement of a child 16 years of age or less with the employee or with the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner;
 - d. ~~—4.~~ A child, domestic partner's child, parent, domestic partner, sibling or spouse with a serious health condition;
 - e. ~~—5.~~ Donation of an organ of the employee for a human transplant; or

- f. ~~6.~~ Death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent, sibling or child, ~~_____~~ asis a member of the state military forces ~~(as defined in Title 37 B.M.R.S. §102)~~ or of the United States Armed Forces, including the National Guard and Reserve, dies or incurs a serious health condition while on active duty.

3. The employee must give at least 30 days' notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving that notice.

If both Federal and State leave are applicable, the time on leave will count toward the leave limits under both the Federal and the State laws, as it is the Town's intent for leave to run concurrently under both laws.

For further information, contact the Human Resource Office. All necessary forms are also available at the same location.

K. MAINE FAMILY MILITARY LEAVE

~~In accordance with 26 M.R.S. §814, employees with family members serving on active duty in the military are entitled to a leave of absence, which leave of absence shall be unpaid leave.~~ The Town of Hampden provides leave, pursuant to the Maine Family Military Leave law (26 M.R.S. § 814), to the spouse, domestic partner or parent of a person who is a resident of the State and is deployed for military service for a period lasting longer than 180 days.

To:

~~In order to~~ be eligible for family military ~~to take~~ Maine FMLA leave, an employee must ~~meet both of the requirements below:~~

- ~~1. _____~~ 1. The employee must have been employed by: (1) worked for the Town for at least twelve (12) months; and for (2) worked at least 1,250 hours during the 12-month period preceding _____ the leave prior twelve (12) months.

~~_____~~ 2. The employee must be a spouse, domestic partner or parent of a _____ serviceperson who is:

- ~~_____~~ a. a Maine resident, and

~~_____ b. Eligible employees who serve~~ in the state military forces ~~(as defined in 37 B.M.R.S. §102)~~ or the U.S. Armed Forces, including the National Guard and Reserves, ~~and~~

~~_____ c. deployed for military service in a combat theatre or in an area _____ where armed conflict is occurring for a period lasting longer than _____ 180 days.~~

2. ~~An eligible employee may receive~~take up to 15 days of ~~family military unpaid~~ leave per deployment, ~~if requested. The leave may be taken only during one or more of~~ in a 12-month period for the following ~~time frames~~reasons:

a. ~~—1.~~ The 15 days immediately prior to the deployment;

b. ~~—2.~~ Deployment, if the military member is granted leave; ~~or~~

c. ~~—3.~~ The 15 days immediately following ~~the~~ deployment.

~~3. In order to be eligible for family military leave, employees must comply with the following notice requirements. Notice.~~

~~d.a.~~ An employee must give at least fourteen (14) days' notice of the intended date upon which the leave will commence if leave will consist of 5 or more consecutive work days.

~~e.b.~~ An employee taking family military leave for fewer than 5 consecutive work days must provide such advance notice as is practicable.

~~f.c.~~ An employee shall consult with the Town to schedule leave so as not to unduly disrupt the operations of the Town.

~~4. The~~Leave is unpaid, but the Town ~~will make it possible for an~~requires employees to use any accrued sick, vacation, and comp time while on leave.

An employee ~~to~~may continue ~~employee~~the employee's benefits at the employee's expense during any family military leave. Taking family military leave will not result in the loss of any employee benefits accrued before the date on which the leave commences.

~~Any employee who exercises the right to family military leave is entitled to be restored to the position held when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and conditions of employment, unless the employer proves that the employee was not restored to such employment because of circumstances unrelated to the employees' exercise of family military leave rights prevent the Town from restoring the employee to the same or equivalent position.~~

L. MILITARY SERVICE LEAVE

Policy: The Town ~~will grant~~provides military leave as necessary in compliance with all applicable state and federal laws.

Reserve Service Leave: Reserve service leave is available to regular full-time employees who are members of the military reserves or National Guard in accordance with the terms of applicable Federal and State law.

In addition, for any period of reserve service up to two (2) weeks in any calendar year, the Town will compensate the employee for the difference between his/her regular weekly wages and his/her total military pay. In instances where the military pay is equal to or exceeds the pay that would have been earned by the employee in service to the town, such leave shall be without pay.

Employees using reserve service leave must furnish the Department Head with an official statement of reserve service pay received. Any amount served in excess of two (2) weeks shall be considered leave without pay.

Long-Term Active Duty Leave: Regular full-time employees required to interrupt their active employment specifically for the purpose of entering active military service are entitled to a leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act.

CUSTOMER COMPLAINT POLICY

From time to time, you may have a complaint or concern regarding the quality of our work. It is important to address such matters promptly.

In most instances, if you are the first staff person to hear the complaint, you should be able to resolve the issue immediately and are encouraged to do this.

When immediate resolution is not possible, you should refer the matter to your Department Head or Supervisor who will take over the responsibility for resolution and will inform the Town Manager if it is warranted by the nature of the complaint.

The Department Head or Supervisor will establish a file of the complaint, including the original complaint and will work to resolve the matter through direct interaction with the complainant.

If the independent resolution is acceptable to the complainant and the Department Head or Supervisor, the case will be closed and a summary report will be sent to the Town Manager.

SECTION 6

a. A.

~~If the independent resolution is unacceptable to both parties, the case and the resolution will be reviewed by the Town Manager and a final determination will be made by the Town Manager.~~

~~This will exhaust the internal complaint process.~~

SMOKE FREE WORKPLACE POLICY

~~The Town of Hampden is committed to wellness and the health and safety of our employees and their families. The Town Council has established the following policy concerning Employees are prohibited from smoking in the Town of Hampden public proceedings, in buildings owned or occupied by the Town of Hampden, or in places of employment owned or occupied by the Town of Hampden.~~

- ~~1. **SMOKING PROHIBITED IN PUBLIC PROCEEDINGS:** No person may smoke tobacco or any other substance in any public proceedings conducted by any Board, Commission, Agency or other body of the Town of Hampden when such proceedings are held inside.~~

- ~~2. **SMOKING PROHIBITED IN PUBLIC AREAS OF PUBLICLY OWNED BUILDINGS:** No person may smoke tobacco or any other substance in any public area of a Town building owned or occupied by the Town of Hampden. For the purpose hereof, the term “public area” shall mean any area in which members of the public are allowed.~~

- ~~3. **SMOKING PROHIBITED IN WORKPLACE OF THE TOWN OF HAMPDEN:** No person may smoke tobacco or any other substance in any structurally enclosed location or portion thereof owned or occupied by the Town of Hampden. This provision would also include any vehicles owned and operated by the Town of Hampden. If public employees’ rights under a current collective bargaining agreement are affected by this provision, the Town Manager may designate, in any Town vehicle, or on town owned property unless in a designated smoking areas in the non-public areas of buildings owned or occupied by the Town.~~

~~**SMOKING DEFINED:**area. For the purposes hereof, the term “smoking” includes carrying or having in one’s possession a lighted cigarette, cigar, pipe or other object giving off or containing any substance giving off smoke, including vaping or the use of e-cigarettes.~~

- ~~4. **DISCIPLINARY ACTION:** Any employee who violates the provisions of this policy Exception: The Town may be subject to disciplinary action in accordance with the Town of Hampden Personnel Rules and Policies Ordinance and/or applicable collective bargaining agreements.~~

~~—NOTE: Effective September 12, 2009, Maine State Law requires that, but is not required to, establish a designated smoking areas must be located outside and outdoor smoking area that complies with the requirements of 22 M.R.S. § 1580-A (smoking area must be at least twenty (20) feet from all entryways, vents, windows, and doorways:doors).~~

B. DRUG FREE WORKPLACE POLICY STATEMENT

It is the policy of the Town of Hampden to maintain a drug/alcohol free work place. ~~In accordance with this policy, the unlawful manufacture, distribution, dispensing, possession or use~~

1. ~~Employees of a controlled substance is the~~ Town of Hampden are prohibited from ~~possessing, using, or being under the influence of illegal drugs or alcohol while on Town property, while attending business-related activities, while on duty, or while operating a vehicle or equipment leased or owned by the Town of Hampden,~~
2. ~~All employees are expected to report to work and any~~ remain at work "fit for duty" and free from impairment from alcohol and drugs.
3. ~~Employees may use physician-prescribed medications, provided that the use of such drugs does not adversely affect job performance or the safety of the employee convicted of such activity may bear other individuals in the workplace. Employees may not possess medical marijuana on Town property or use medical marijuana during working hours.~~
4. ~~All CDL holders are also subject to and must comply with the Town's CDL Alcohol and Drug Policy and Testing Procedures.~~
- 4.5. ~~Violation of this policy is cause for disciplinary action,~~ up to and including ~~dismissal~~ discharge.

~~As a condition of employment with the Town of Hampden you agree to abide by the policies concerning a drug/alcohol free work place as stated in the policy. Further you agree to notify the Town of Hampden immediately of any criminal drug status conviction, for a violation occurring in the work place, of yourself or any other employee of whom you become aware, no later than five (5) days after such conviction.~~

~~PROGRAM ADMINISTRATOR:~~

~~The Town Manager is designated by the Town of Hampden as the Alcohol/Drug Testing Program Administrator. The Program Administrator is responsible for answering questions from drivers, employees or the public in general. The Program Administrator will maintain the confidentiality of all information relating to drug and alcohol testing. The Program Administrator may provide such information as necessary to enable the appropriate Department Head or Supervisor to take the appropriate action to ensure compliance with this policy. In addition to his/her duties under this policy, the Program Administrator is also responsible for compliance with the Program Administrator Guidelines.~~

~~SCOPE OF POLICY:~~

~~This policy applies to all regular full-time, part-time, seasonal, on-call and temporary employees who are required to hold a Commercial Driver's License (CDL) for their positions. All applicants for employment positions requiring a CDL are required to pass a drug test as a prerequisite of employment, after a conditional offer of employment and prior to final hiring. Any applicant who fails a drug test shall not be hired, although may re-apply for employment in the future.~~

~~Any person who was employed on a part-time or on-call basis for the Town of Hampden at least once during 1995 and is employed at least once annually thereafter shall be considered a continuing employee for the purpose of this policy, and is not subject to pre-employment testing prior to recommencing work. However, such employees are subject to all other provisions of this policy.~~

~~All covered employees shall receive a copy of this policy, as well as educational materials on alcohol and substance abuse.~~

~~**COMPLIANCE WITH REGULATIONS:**~~

~~All CDL employees subject to alcohol and drug testing must be in compliance with this policy at all times while working for the Town of Hampden. This includes all time spent operating commercial vehicles, as well as time spent maintaining or repairing those vehicles.~~

~~**Note regarding independent contractors:**~~

~~Independent contractors and their employees who must hold a CDL for the contracted activity are subject to the requirements of 49 CFR part 382 and are responsible for compliance with that and related laws. The Town of Hampden will not provide or pay for test, evaluation or rehabilitation for independent contractors or their employees. The Town of Hampden shall make compliance with the law a condition of any contract which requires a CDL driver.~~

~~**SUBSTANCE TESTED:**~~

~~When drug and alcohol screening is required by this policy, a breath test and/or urine test will be given to detect the following:~~

- ~~1. Alcohol~~
- ~~2. Marijuana~~
- ~~3. Cocaine~~
- ~~4. Phencyclidine (PCP)~~
- ~~5. Opiates~~

PRESCRIPTION DRUG USE:

Employees covered by this policy may use prescription drugs and “over the counter” medications provided that:

1. ~~The prescription drugs or their generic equivalent have been prescribed to the employee within the past 12 months by an authorized medical practitioner.~~
2. ~~The employee does not consume prescribed drugs more often than as prescribed by the employee’s physician.~~
3. ~~Any employee who has been informed that the medication could cause adverse side effects while working shall inform his/her Department Head or Supervisor prior to using these substances. The Town of Hampden at all times reserves the right to have a licensed physician determine if use of a prescription drug or medication by an employee produces an adverse effect. If such a finding is made, the Town of Hampden may notify the employee’s physician (with employee’s permission) to determine if other medications are available which would not seriously affect the employee’s ability to work safely. If an appropriate substitute medicine is not available, the Town of Hampden may limit or suspend the employee’s work activities to non-safety sensitive duties.~~

CONSEQUENCES OF VIOLATION OF THIS POLICY

- ~~Any employee who violates this policy shall be immediately removed from the safety-sensitive function and will be advised by the Town of Hampden of the resources available for evaluating and resolving drug and alcohol abuse problems. The employee shall be required to be evaluated by a substance abuse professional. All evaluation and rehabilitation shall be at the employee’s cost unless otherwise agreed by the Town of Hampden. An employee shall not be allowed to return to the safety-sensitive function until he/she has a return-to-duty alcohol test result of less than 0.02 or a return-to-duty drug test with a verified negative result.~~
- ~~In addition, any employee who violates this policy may be subject to disciplinary action up to and including dismissal. Before discipline, reassignment or dismissal is imposed following a confirmed positive drug test, the employee shall have the opportunity to participate for up to 6 months in a rehabilitation program. The employee is responsible for all costs associated with the rehabilitation program unless otherwise agreed by the Town of Hampden. Factors to be considered in determining the appropriate disciplinary response include, but are not limited to the following: the employee’s work history, length of employment, current job performance and existence of past disciplinary actions. Disciplinary action is imposed by municipal policy; it is not required by federal law.~~

~~*Under State law, if part of all of the costs of drug abuse rehabilitation are covered by a group health insurance plan which includes the employee in question, then such insurance may be used by the employee for that purpose; See: 26 M.R.S. §685.~~

~~CONFIDENTIALTY OF INFORMATION~~

~~Unless the employee or applicant consents, all information acquired by the Town of Hampden in connection with the testing processes is confidential and may not be released to any person other than to the employee or applicant who is tested, the Program Administrator, officials with a need to know and the rehabilitation provider. The foregoing shall not prevent the release of information required or permitted by state or federal law, or the use of information in any grievance procedure, administrative hearing or lawsuit relating to the imposition of the test or the use of the test results.~~

~~SEVERABILITY~~

~~In the event that a Court finds any provision of this policy void or unenforceable, the remaining provisions shall continue in full force and effect.~~

~~—————~~ **C. VIOLENCE IN THE FREE WORKPLACE POLICY AND PRACTICES**

PURPOSE:

~~The policy states the values and points of view from which we develop our Violence in the Workplace practices. The Council retains the right to change and interpret these policies, and shall review and approve them.~~

POLICY:

It is the policy of the Town of Hampden to promote a safe work environment for its employees. We are committed to working with employees to maintain a work environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior. The Town Office and Public Safety lobbies are under video surveillance, 24 hours a day, 365 days a year.

The Town of Hampden does not tolerate violent, threatening, aggressive, abusive, intimidating or other disruptive behavior on the part of employees, customers or anyone else involved in its business or facilities. ~~All reports of such incidents will be taken seriously and will be dealt with appropriately. The purpose of this policy is intended to be protective and to prevent instances of work place violence. We need your cooperation to implement this policy effectively and maintain a safe work environment.~~

If an employee engages in violent, threatening, aggressive, abusive, intimidating or other disruptive behavior, report it to your Supervisor. All reports of such incidents will be taken seriously and will be dealt with appropriately.

PRACTICES:

~~Employees may not use or be subjected to rude or abusive language or behavior, threats, harassment, intimidation or acts of physical, emotional or psychological violence. Such behavior can include oral or written statements, gestures or expressions that communicate a direct or indirect threat of physical or mental harm. If such instances occur, all business with such individuals and in the immediate area is to stop until the situation is resolved. Individuals who commit such acts may be removed from the premises and may be subject to corrective action, criminal complaint or both.~~

If a customer is behaving in a manner that you find intimidating, explain our policy regarding behavior, discontinue providing service and focus on de-escalating the situation.

1. If the customer cannot resume appropriate behavior and he/she is on the telephone, tell them that they may call back when they are ~~calm~~ and hang up.
2. If a customer cannot resume appropriate behavior and are in your physical presence, ask the customer to leave telling them they may return on another day when they are under control.
3. If the customer refuses to leave, disengage, leave the area and notify your Department Head or Supervisor who will then assume direction of the situation.

If, in your best judgment, an individual's behavior, whether a co-worker, customer or other guest may endanger anyone or if the person refuses to leave the premises, call the police (or closest law enforcement official) and notify your Department Head or Supervisor.

Do not ignore violent, harassing, intimidating or other disruptive behavior. If you observe or experience such behavior by anyone on the premises, whether an employee or customer, ~~you must~~ report it to your Department Head or Supervisor. The Supervisor will notify the Town Manager who will log the incident, investigate as necessary and assure that appropriate action is taken.

If you have foreknowledge of a potentially abusive or violent circumstance that may present itself in our workplace (e.g. the arrival of an abusive partner or an irate customer) immediately inform your Department Head or Supervisor or the most senior staff person in the facility.

~~The above "umbrella" practices provide guidance to all employees. Departments may issue additional practices to their work settings. All such practices must be filed with the Human Resource Officer and appended here.~~

~~Employees at each work site should discuss specific plans of action they will follow to best address their particular circumstance.~~

~~**NOTE: The Town Office and Public Safety lobbies are under audio and video surveillance, 24 hours a day, 365 days a year.**~~

D. WHISTLEBLOWER PROTECTION

The Town of Hampden strives to conduct its business with integrity and in strict compliance with all applicable federal, state and local laws and regulations. Accordingly, ~~any employee is~~employees are encouraged to bring to the attention of the ~~employee's supervisor~~employees' supervisors or the Town Manager any actions of town officials or employees which the employee believes may be improper. The Town will not retaliate against any employee who makes a report in good faith to the employee's supervisor, the Town Manager, or a regulatory body.

SECTION 7

A. INFORMATION SYSTEMS POLICY AND PRACTICES

~~These policies state the values and points of view from which we develop our Information Systems practices. The Council retains the right to change and interpret these policies and approve them.~~

POLICY:

This policy applies to all information systems owned, leased or used by the Town of Hampden and used by employees to manage and communicate information ~~such as,~~ including, but not limited to, paper documents, spoken communication, telephones and cell phones, ~~including~~ voice mail, fax machines, computer hardware and software ~~including,~~ e-mail, cameras, recording devices, photocopiers and any other information systems, ~~equipment or technology that the Town of Hampden owns, licenses, operates or may acquire in the future.~~

~~As an employee, you~~ Employees are expected to utilize the Information Systems, including the Internet, and the equipment in a responsible, professional manner for programmatic and business activities of the Town of Hampden. As a benefit to ~~you,~~ ~~you~~ employees, an employee may occasionally use the Town's computers for Internet access, for other non-job related use, during breaks or times approved by your Department Head or Supervisor. ~~any such.~~ Such personal use is governed by the same expectations that the systems and equipment be used in a responsible, professional manner in accordance with this policy and in such a manner that will not embarrass or otherwise effect the reputation of the Town of Hampden or limit our ability to accomplish our work. Any personal use shall not interfere with an employee's performance of their duties.

All information transferred to and from and/or stored on equipment and in files owned by the Town of Hampden is the property of said Town. The ~~Management of the~~ Town of Hampden reserves the right to examine all voice mail, e-mail, faxes, electronic documents, databases, personal file directories and other information transferred through or stored on computers and telephones owned by the Town, as well as paper documents and records. By using equipment, you waive all expectations of privacy in respect to document files, software, e-mail, voice mail, fax communications and Internet access. All information systems must be used in accordance with all Town policies and practices.

If you have questions about the appropriateness of any activity, consult your Department Head or Supervisor. Irresponsible or inappropriate use of the Town's equipment and information may be subject to corrective action, up to and including dismissal.

1. Purchasing of software and equipment:

The Town of Hampden intends to have standardized equipment and software. All purchases shall be made through the IT ~~Offieer~~Director using Town procurement policies under the guidance the Town Manager. Equipment and software are provided for the use of the employees when needed to conduct Town business. The installation or downloading of new software on the computers is the sole duty of the IT ~~Offieer~~Director with the approval of the Town Manager. No installation of software shall be done without the approval of the IT ~~Offieer~~Director or the Town Manager.

2. Personal computers:

Configuration of desktops will be managed by the IT ~~Offieer~~Director to obtain maximum efficiency and uniformity from Town owned machines.

Computer equipment may not be altered or added to in any way without the knowledge and authorization of the IT ~~Offieer~~Director.

~~The Town of Hampden is committed to working safely. Safety is the responsibility of both Management and Staff.~~ If you find your environment uncomfortable or unsafe, report the condition to your Department Head or Supervisor for further evaluation and correction.

Passwords must be selected carefully with no obvious relation to the user and not easy to guess-. Passwords should contain letters, numbers and special characters.

Internet usage:

- ~~● Access to the Internet is provided for business use. Access is coordinated by the IT Officer.~~
- ~~● Personal use is restricted to work related tasks except during breaks or Department Head or Supervisor approved periods of time and is expected that your personal usage will conform to the Town's expectations of professionalism and this policy.~~

3. Using e-mail and voice mail systems:

- Activity, communications and messages are subject to review at any time to ensure that the use of the system is consistent with the Town's legitimate interests.
- ~~You~~Employees should attend to current e-mail messages in a timely way.
- E-mail and voice mail messages should be deleted or archived as soon as possible to avoid degrading performance of the system.
- Voice mail greetings must be professional and courteous.

- The content of e-mail and voice mail messages should be brief and courteous. Sensitive information should not be sent via electronic mail.

4. Social media/Town website:

Any postings to be made on the Town's website or social media pages must have advance approval of the Town Manager or Department Head.

4.5. Fax machines:

- If possible, fax machines should be avoided for transmission of information that is restricted or confidential.
 - If the information is confidential or restricted, a cover letter must accompany it stipulating that the information is confidential or restricted.
 - Faxing of information should be limited to job related duties. It is not to be used for public faxes. You may make personal use of the fax machine, at cost, on an infrequent basis consistent with these policies.

5.6. Other Prohibited Uses/Acts:

Employees are prohibited from using Town equipment for:

- a. Engaging in any communication that is discriminatory, defamatory, pornographic, obscene, racist, sexist, or that evidences religious bias, or is otherwise of a derogatory nature toward any specific person, ~~per Maine Human Rights Act.~~
- a.b. Browsing or downloading and/or forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the Internet.
- b.c. Engaging in any communication that is in violation of Federal, State or Local laws.
- e.d. Promoting any religious belief or tenet.
- d.e. Campaigning for or against any candidate for political office or any ballot proposal or issue.
- e.f. Sending, forwarding, redistributing or replying to "chain letters".
- f.g. Unauthorized use of passwords to gain access to another user's information or the Town of Hampden's communications system or elsewhere.

- ~~g.h.~~ Advertising, solicitation or other commercial, non-programmatic use.
- ~~h.i.~~ Knowingly introducing a computer virus, spyware or malware into the Town's communication system or knowingly causing damage to the Town's systems.
- ~~i.j.~~ Using the Town's systems in a manner that interferes with normal business functions in any way.
- ~~j.k.~~ Excessive personal use of the Town's technologies that preempts any business activity or interferes with Town productivity.
- ~~k.l.~~ Sending e-mail messages under an assumed name or obscuring the origin of an e-mail message sent or received.

B. WEATHER CLOSURES

The Town of Hampden may, from time to time, decide to close the Town Office or other Town departments or portions thereof due to inclement weather or other emergency. Employees affected by a closure, whether a full-day closure or early release, will be paid for their regularly scheduled hours. However, weather closures are not similar to holidays; if an employee is required to work during a Town department closure, the employee is not entitled to additional pay.

SECTION 8

A. DISCIPLINARY ACTION

~~Policy: The Town has a policy~~In general, the Town of Hampden follows the concept of progressive discipline of employees, which means that repeated instances of poor job performance or misconduct will be subject to progressively more severe sanctions, which may include oral warnings, written reprimands, suspension with or without pay, demotion or dismissal. Progressive discipline does not mean that the initial disciplinary response to unsatisfactory job performance or misconduct will always be the same. severe discipline, including suspension and discharge. Notwithstanding the general policy of progressive discipline, the Town may issue discipline at whatever level of discipline it deems appropriate to the circumstance. Serious job performance problems or misconduct such as, but not limited to, dishonesty, violence or theft, may result in more severe disciplinary sanctions, up to and including dismissal, even on the first occurrence. Discipline will only be issued upon a finding of cause, except that nothing in this Section shall limit the Town's right to suspend or discharge a probationary employee during the employee's probationary period with or without cause.

Examples of Conduct Warranting Disciplinary Action: The following examples illustrate types of conduct which may constitute grounds for disciplinary action, and are not exclusive:

1. ~~1.~~ Attendance
 - a. ~~a.~~ Improper or unauthorized use or abuse of ~~paid~~sick leave.
 - b. ~~b.~~ Excessive absenteeism, regardless of reason, the effect of which disrupts or diminishes operational effectiveness.
 - c. ~~c.~~ Being absent without authorized leave, or repeated unauthorized late arrival or early departure from work.
 - d. ~~d.~~ Abuse of break and lunch periods.
2. ~~2.~~ Behavior
 - a. ~~a.~~ Violation of the provisions of Town ordinances, including the Personnel ~~Rules and Regulations Ordinance~~, department operating rules or procedures, or related directives.
 - b. ~~b.~~ Failure to carry out a direct order from a supervisor, except where the employee's safety may reasonably be jeopardized by the order, or the order is illegal or in conflict with any law.
 - c. ~~c.~~ Engaging in

- c. Nondisclosure of a conflict of interest.
- d. ~~_____d.~~ Conduct that discredits the employee or the Town, or willful misrepresentation of the Town.
- e. ~~_____e.~~ Conviction of a crime, including convictions based on a plea of nolo contendere or of a misdemeanor involving dishonesty or moral turpitude, the nature of which reflects the possibility of serious consequences related to the continued assignment or employment of the employee.
- f. ~~_____f.~~ Knowingly falsifying, removal, or destruction of information related to employment, payroll, or work-related records or reports.
- g. ~~_____g.~~ Soliciting outside work for personal gain during business hours; participating in any off-duty employment that adversely affects the employee's performance of work for the Town.
- h. ~~_____h.~~ Discourteous treatment of the public or other employees, including harassing, coercing, threatening, or intimidating others.
- i. ~~_____i.~~ Conduct that interferes with the management of Town operations.
- j. ~~_____j.~~ Violation or neglect of safety rules, or contributing to hazardous conditions.
- k. ~~_____k.~~ Unauthorized use of Town property.
- l. ~~_____l.~~ Physical altercations.
- m. ~~_____m.~~ Any act or conduct that is discriminatory in nature toward another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs or political affiliations.
- n. ~~_____n.~~ Accepting gratuities intended to influence the employee's job performance.
- o. ~~_____o.~~ Misuse of Town telephones, computers, or internet service.
- p. ~~_____p.~~ Possession, display, or use of explosives, firearms, or other dangerous weapons while on duty or on Town property. (Except for police officers and other authorized employees in the performance of their duties.)
- q. ~~_____q.~~ Possession of alcohol, narcotics, or drugs while on Town property (except in the official discharge of police duties). Alcohol may only

be on Town property at sanctioned events as authorized by the Town Manager.

3. ~~3.~~ Performance

- a. ~~a.~~ Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner.
- b. ~~b.~~ Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
- c. ~~c.~~ Refusal to accept reasonable and proper assignments from an authorized supervisor.
- d. ~~d.~~ Intoxication or incapacity on duty due to the use of alcohol or drugs.
- e. ~~e.~~ Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving.
- f. ~~f.~~ Careless, negligent, or improper use of Town property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
- g. ~~g.~~ Unauthorized release of confidential information or official records.

Authority of Disciplinary Action

4. Other good cause

A Department Head may attempt to address an issue using informal counseling before the issue rises to the level of requiring formal action. Such informal counseling is not considered discipline.

The Town Manager shall have the authority to take necessary disciplinary action which may include such remedies as ~~oral~~ verbal warnings, written reprimands, suspension with or without pay, demotion, or dismissal. ~~Such authority may be delegated by the~~ The Town Manager. ~~Supervisors below the Department Head level shall NOT be given~~ may delegate the authority to ~~suspend, demote or dismiss a subordinate. If a Department Head has been delegated disciplinary authority, no~~ issue oral warnings, written reprimands, and suspension ~~without pay for more than~~ of up to two (2) days, ~~demotion or dismissal shall~~

~~be taken by the Department Head without consultation with, and approval by, the Town Manager to the Department Heads.~~

~~**Just Cause:** All disciplinary action involving suspension without pay for more than two (2) days, demotion or dismissal shall be for just cause.~~

Investigations

If a complaint is received alleging misconduct by an employee, the Town Manager or the Manager's designee, shall conduct an investigation before issuing any discipline. The Manager will interview the complainant, the employee, and witnesses to obtain the facts before deciding whether to initiate a disciplinary proceeding.

The Town Manager may place an employee on paid administrative leave while investigating allegations against an employee. Such paid administrative leave is not considered discipline.

Due Process Hearing

Before making a final decision to suspend an employee without pay for more than two (2) days, demote or dismiss an employee, the Town Manager ~~or designee~~ shall hold an informal hearing. The employee shall be given written notice of the proposed disciplinary action and the reasons therefor in advance of the informal hearing. ~~The hearing shall include, at a minimum, the employee, the employee's Department Head and the Town Manager or designee. The employee shall~~ will be afforded an opportunity ~~at the informal hearing~~ to respond to the reasons information and to present reasons why the employee believes the discipline ~~or discharge~~ is not justified or present any mitigating factors. The employee shall be permitted to have witnesses speak on the employee's behalf and to be assisted by a representative. ~~A prior informal hearing shall not be required when in the judgment of the Town Manager the employee's conduct or job performance creates an immediate threat of injury to the employee, any other Town employee, or members of the public, or is otherwise detrimental to the Town, provided that the employee shall be suspended with pay until such time as an opportunity for an informal hearing is offered.~~

Appeal to Personnel Appeals Board

~~Should an~~ An employee ~~be dissatisfied with the Town Manager's decision with respect to suspension who has been suspended~~ without pay for more than two (2) days, ~~demotion demoted, or dismissal, the employee dismissed~~ may file an appeal of the decision to the Personnel Appeals Board. ~~The~~ A written appeal ~~shall be in writing and shall~~ must be filed with the Town Clerk within seven (7) calendar days of the decision: ~~or the right to appeal is waived.~~ The appeal shall set forth the basic facts, the nature of the violation, and the relief sought. The Personnel Appeals Board ~~shall~~ will conduct a hearing on the matter within fourteen (14) calendar days from the receipt of the appeal by the Town Clerk. ~~The~~ Within seven (7) calendar days of the hearing, the Board shall render a written recommendation based on its findings to the Town Council and Town

Manager pursuant to Section 301 of the Town Charter, ~~which recommendation shall be made within seven (7) days from the conclusion of the hearing.~~

B. GRIEVANCE PROCEDURES

Definition:—A grievance is a dispute between an employee and the employer concerning the interpretation or application of the terms of the Personnel Rules ~~and Policies,~~ departmental rules or this Handbook Ordinance or Department Rules, but excluding disciplinary matters involving a suspension without pay for more than two (2) days, demotion, or dismissal.

Procedure:

1. Any employee who deems himself or herself aggrieved ~~shall with respect to an interpretation of applicable rules may,~~ within five (5) calendar days of the occurrence or knowledge of the problem, ~~bring such~~ file a grievance to ~~with the attention of the employee's immediate Supervisor who.~~ The Supervisor shall render a decision within five (5) calendar days- of receipt of the grievance.
2. If the employee does not feel the matter has been adequately resolved, ~~he/she may bring the matter~~ the employee may appeal the grievance denial to the ~~attention of the~~ Department Head. Such an appeal must be made in writing and be filed within five (5) calendar days from the date of the ~~Supervisor's decision-denial.~~ The Department Head shall have five (5) calendar days in which to render a written decision.

NOTE: If the immediate Supervisor is the Department Head, the employee shall proceed, in the case of dissatisfaction, from step 1. to step 3.

3. If the employee is not satisfied with the decision of the Department Head, ~~he/she~~ the employee may appeal the grievance denial to the Town Manager. Such an appeal must be made in writing and be filed within five (5) calendar days from ~~such decision, bring the matter to the attention~~ the date of the ~~Town Manager who shall~~ denial. The Town Manager will meet with the employee to discuss the grievance. The Town Manage will render a written decision within seven (7) calendar days.
4. Should the employee be dissatisfied with the Town Manager's decision, the employee may ~~within seven (7) calendar days from such decision, submit~~ appeal the grievance denial to the Personnel Appeals Board. Such an appeal must be made in writing and ~~shall set forth~~ be filed within seven (7) calendar days from the ~~relief being sought.~~ denial. The Appeals Board ~~shall~~ will conduct a hearing into the matter within fourteen (14) calendar days from the receipt of the grievance. ~~The~~ Within seven (7) calendar days from the conclusion of the hearing, the Board shall render a written recommendation based on its findings to the Town Council and Town Manager pursuant to ~~Section 301~~ Article III of the Town

~~Charter, which. The Town Manager will consider the recommendation shall be made within seven (7) days from the conclusion of but the hearing. The above time limits may be extended by mutual agreement. Town Manager has the final decision-making authority whether to affirm, modify, or reverse the decision under appeal.~~

5. The time limits may be extended by written agreement. If an employee fails to file a grievance or grievance appeal in a timely manner (and the parties have not agreed to an extension of time), the decision becomes final and no further appeal is permitted. If a decision on a grievance or grievance appeal is not issued in a timely manner (and the parties have not agreed to an extension of time), the grievance or grievance appeal is deemed to have been denied and appeal may be taken to the next step.

EMPLOYEE ACKNOWLEDGMENT FORM

5. ~~Nothing in the Ordinance or this Handbook shall diminish the right of any employee to present his/her own grievance.~~

By signing this form, I acknowledge that I have received a copy of the Town of Hampden's Personnel Rules Ordinance and understand its contents. Furthermore, I understand that the Employee Handbook describes important information about my employment with the Town and that it is my responsibility to read, understand, and comply with the policies contained in this Handbook and any revisions made to it. I understand that I should consult the Human Resource Officer regarding any questions I have about the Handbook or other employment questions not addressed by the Handbook.

I certify that I have entered into my employment relationship with the Town of Hampden voluntarily and acknowledge there is no specified length of employment, unless otherwise provided in a notice of appointment or employment contract signed by the Town Manager. I acknowledge that this Handbook is not a contract of employment and the Town of Hampden may change it at any time.

<u>Date</u>	<u>Signature</u>
	<u>Printed Name:</u>

TOWN OF HAMPDEN
PERSONNEL RULES ORDINANCE

The Town of Hampden hereby ordains as follows:

1. The attached Personnel Rules Ordinance is hereby adopted.
2. All prior versions of the Town of Hampden Personnel Rules and Policies Ordinance/Handbook are hereby repealed.
3. Pursuant to Section 213(c) of the Town Charter, the foregoing provisions shall be effective 30 days after the adoption of this Ordinance by the Town Council.

ADOPTED: Hampden Town Council, December 19, 2011
(in substitution of August 15, 2005 Ordinance)
Effective Date: January 18, 2012

AMENDED: Hampden Town Council, _____, 20__
(in substitution of January 18, 2012 Ordinance)
Effective Date: _____, 20__

CERTIFIED BY:

Hampden Town Clerk

PERSONNEL RULES ORDINANCE

TOWN OF HAMPDEN, MAINE

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SECTION 1

A. MISSION STATEMENT

The Town of Hampden will enrich the lives of our citizens through proactive, comprehensive planning to create an exceptional environment while providing exemplary services to enable our community to thrive and prosper.

To achieve our Mission, we uphold the following Core Values:

Our organization exists to responsibly serve the varied interests of our citizens with transparency that encourages involvement and accountability to our citizens.

We will be honest, ethical and diligent and our actions will comply with all local, state and federal laws.

We will treat everyone with dignity, respect and fairness while providing outstanding customer service that is polite, friendly and responsive.

We will strive to achieve the best outcomes through effective teamwork between Council, associated Boards, Committees, and Town staff to promote a healthy, engaged community.

B. GENERAL PROVISIONS

Purpose: The purpose of the Town Council in adopting the Personnel Rules Ordinance (hereinafter “Personnel Rules”) is to set forth a uniform and equitable system of personnel administration for the Town of Hampden, to promote the most effective and efficient municipal operations on behalf of the citizenry, and to pursue positive employee morale. The Personnel Rules set forth work procedures, benefits, privileges, responsibilities, and expectations of employees. It is important that you read and understand the contents of the Personnel Rules.

Scope: Except as otherwise provided, the rules and policies set forth in the Personnel Rules shall apply to all Town of Hampden employees, except that the terms of a collective bargaining agreement shall control for those employees covered by such agreement. Fringe benefits provided by the Town apply to full time employees only.

Administration: The Town Manager, with the assistance of Department Heads, administers the Personnel Rules. It is the responsibility of each Department Head to ensure his/her own familiarity with the Personnel Rules, as well as that of his/her staff.

Department Rules: It is recognized that there may be a need to establish and maintain departmental rules of conduct and procedures, especially in the emergency service areas. In the case of conflict between the Personnel Rules and Department Rules, the Personnel Rules shall control.

Compliance with Governmental Laws and Regulations: The Town of Hampden has made every effort to ensure that the Personnel Rules are in compliance with all federal, state and local employment laws and regulations. In the event that a provision on the Personnel Rules conflict with a federal or state law, the Town will comply with federal or state law and the Personnel Rules will be amended to the extent necessary to comply with such federal or state law.

Union Contracts. These rules apply to unionized employees to the extent that they do not conflict with the provisions of a union contract. In the case of a conflict, the union contract will prevail.

C. NATURE OF PERSONNEL RULES

The Personnel Rules are not intended to create an employment contract, express or implied, and the Town of Hampden reserves the right to modify the rules, policies and procedures contained in the Personnel Rules at any time without prior notice.

D. ORIENTATION

All new employees will be provided with an orientation including, but not limited to:

1. A tour of the work area
2. Introduction to co-workers
3. Basic information on keys, rest rooms, break areas, entrances, exits
4. Review and discussion of job descriptions, job expectations and short term goals
5. Details on the work area (use of telephones, computers, e-mail system, appropriate access instructions)
6. Completion of necessary payroll forms and communication of pay cycles
7. Lunch/Break schedules
8. Assign a peer to shadow when applicable
9. Provided a copy of this Personnel Rules Ordinance, which the employee is expected to read and understand. All employees will be required to sign an acknowledgement form acknowledging receipt of the handbook. A copy of the receipt will be given to the employee and a copy will be placed in the employee's personnel file.

SECTION 2

A. EQUAL OPPORTUNITY POLICY

The Town of Hampden is committed to providing equal employment opportunities for all persons making application to the Town and for equity of treatment and advancement opportunities for its employees. The Town therefore sets forth the following:

1. The Town of Hampden shall recruit, hire, upgrade, train and promote in all job titles without regard to race, color, sex, sexual orientation, physical or mental disability (except where based on a bona fide occupational qualification), religion, age, ancestry or national origin, veteran status, previous assertion of a right under the Workers' Compensation Act, previous action protected by the Whistleblower Protection Act, or any other protected category recognized by the Maine Human Rights Act.
2. All other personnel actions, such as compensation, layoffs, discipline, etc. shall be administered without regard to those characteristics as outlined in #1 above.
3. All employment decisions will be based upon the principles of Equal Opportunity and with the intent to further the Town of Hampden's commitment to Equal Opportunity.
4. It is the policy of the Town of Hampden that no person shall, on the grounds of any legally protected category, be discriminated against.
5. Any violation of this policy, or the practice of discrimination by any person employed by the Town of Hampden, may be considered grounds for disciplinary action, up to and including dismissal.

The responsibility for implementing and monitoring this policy for the Town of Hampden is assigned to the Town Manager and/or the Human Resource Officer.

B. SEXUAL HARASSMENT POLICY

It is the policy of the Town of Hampden that all employees have the right to work in an environment free of illegal discrimination, which includes freedom from sexual harassment and a sexually harassing hostile work environment. The Town will not tolerate any form of sexual harassment by supervisors, co-workers, members of the general public or any other visitors to the workplace. This policy is intended to prohibit offensive conduct, either physical or verbal, that threatens human dignity and employee morale.

Sexual Harassment is outlined in the EEOC Sexual Discrimination Guidelines and the Maine Human Rights Act.

1. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when (a) submission to such conduct is made either explicitly or implicitly a term or condition for employment (b) submission to or rejection of such conduct by an individual is used as a basis for employment decisions (c) such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.
2. The following are some common types of conduct that may constitute sexual harassment:
 - slurs, jokes or degrading comments of a sexual nature
 - unwelcome sexual advances
 - suggestive or lewd remarks
 - unwelcome hugging, touching or kissing
 - requests for sexual favors
 - repeated offensive sexual flirtation or propositions
 - the display of sexually offensive pictures or objects
 - repeated unwelcome physical contact or touching such as patting, pinching or constant brushing against another's body

Department heads and supervisors are responsible for monitoring behavior which could be construed as harassment and for initiating necessary action to eliminate such behavior and reporting it to the Town Manager and/or the Human Resource Officer. An employee who feels that he/she has been subject to discrimination should immediately report the matter to his/her Supervisor, Department Head or if they prefer, the Town Manager and/or the Human Resource Officer.

The Town Manager, or designee, will immediately investigate any complaints and take disciplinary action if warranted. Such action may include suspension, demotion or termination of employment.

In addition, state law at 5 M.R.S.A. § 4611 makes a procedure to file a timely charge of unlawful employment discrimination, including sexual harassment, available through the offices of the Maine Human Rights Commission in Augusta, and the law provides at 5 M.R.S.A. §§ 4611 to 4623 for the filing of a legal action in Maine Superior Court. The Commission can be contacted by mail at 51 State House Station, Augusta, ME 04333-0051, or by telephone at (207) 624-6290, fax (207) 624-8729, TTY Maine Relay 711.

C. OTHER DISCRIMINATION AND INCIVILITY POLICY

It is the policy of the Town of Hampden that all employees have the right to work in an environment free of illegal discrimination based on any legally protected category, including race, color, sex, sexual orientation, physical or mental disability, religion, age, ancestry or national origin, veteran status, previous assertion of a right under the Workers' Compensation Act, previous action protected by the Whistleblower Protection Act. The Town will not tolerate unlawful discrimination of any kind.

Furthermore, the Town of Hampden promotes a productive work environment and does not tolerate verbal or physical conduct by any employee that disrupts or interferes with another's work performance. The Town will not tolerate incivility.

For the purpose of this policy, "incivility" is defined as seemingly inconsequential, inconsiderate words or deeds that violate a conventional work place conduct. It includes such behavior as shaming, verbal humiliation, potshots, sarcasm and rudeness. Passive hostility, manipulation and team sabotage are also considered to be an "incivility".

Such behavior should be reported to your Supervisor, Department Head or Town Manager. The Human Resource Officer is also available if necessary.

D. REASONABLE ACCOMMODATION POLICY

In the event an employee believes that he/she requires a reasonable accommodation in order to perform a function of the employee's job because of a physical or mental disability, religious requirement, or other reason, the employee should contact the Human Resources Officer to discuss the need for an accommodation and to explore possible accommodations.

SECTION 3

A. TYPES OF EMPLOYMENT

Full Time Employment: An appointment to work (40 hours per week unless employed by the Fire Department, in which case a standard week is 84 hours over a two (2) week period) on a continuing or indefinite basis.

Part Time Employment: An appointment to work less than a standard work week, but on a continuing or indefinite basis. No employer-paid benefits will be offered by the Town of Hampden other than those required by law.

Seasonal Employment: An appointment to work for a specific season (may work a standard work week or less) and with the expectation of being laid off at the end of the season for which appointed. No employer-paid benefits will be offered by the Town of Hampden other than those required by law.

Student Appointments: An appointment on an “internship basis” and afforded to students majoring in public service fields to give them an opportunity to gain work experience. Such appointments are for a definite period of time, typically less than six (6) months. No employer-paid benefits will be offered by the Town of Hampden other than those required by law; compensation will be determined in accordance with the internship program of the sending school.

Temporary Employment: These appointments are made for a definite but limited period of time when a special project requires additional employees for a specific time, or to fill a position of an employee on a leave of absence or long term training. These appointments may also include persons hired under an existing federal manpower program. No employer-paid benefits will be offered by the Town of Hampden other than those required by law; the range of benefits made available to such employee will be provided in accordance with applicable federal or state regulations.

On Call Employment: An appointment to render a specified type of service to the Town on an irregular basis and only in response to a specific call to service from the Town. Periods of service normally involve only a few hours. No employer-paid benefits will be offered by the Town of Hampden other than those required by law.

B. PROBATIONARY PERIOD

All persons appointed, promoted or transferred to full-time and part-time positions in the Town Government shall serve a probationary period of six (6) months, except that police officers shall serve a probationary period that lasts for one year after graduation from the Maine Criminal Justice Academy or the date the board waives the basic training requirement, or six (6) months from date of hire if the officer has previously completed the training requirement.

During the probationary period, an employee's employment may be terminated without cause and without recourse to the grievance provisions of this Ordinance.

A full-time employee who is transferred or promoted and who does not meet or otherwise comply with the work standards of the new position shall be transferred to the previous position held, if possible, or to another position for which she/he is deemed to qualify, if one is available. Reasonable efforts shall be made to schedule such transfers as to protect the employee's job security.

C. PAY CLASSIFICATIONS

The Town Manager shall maintain an inventory of Town positions. Positions shall be separated into pay classifications.

Pay Classification: A position's pay classification is determined by considering the relative difficulty of the position, the responsibility of the position, and the prevailing pay for similar types of work in the relevant public and private labor market. The Town may, but is not required to, use a pay step scale to reward longevity. The Town Manager may provide merit-based pay increases for individual employees.

1. New employees will be paid at the minimum rate applicable to the position classification for which they were hired. At the request of the Department Head, exceptions may be made by the Town Manager for an applicant with unusual experience or education.
2. The rate of pay for employees promoted or transferred shall be established by the Town Manager.
3. The Town Council may, at its sole discretion, decide to grant periodic cost of living increases.

D. PROMOTIONS AND TRANSFERS

The Town Council desires that Town employees be given maximum opportunity for advancement. The Town will fill a vacancy with the most qualified candidate, but present employees are encouraged to apply when interested in a posted position and may be given preference in filling a vacancy.

E. HOURS OF WORK AND STANDARD WORK WEEK

The work week shall be the calendar week commencing 12:01 A.M. on Sunday and expiring at midnight on the following Saturday.

1. Town office administration employees are scheduled for four (4) work days of ten (10) hours each (except in the case of flexible scheduling) for a total of forty (40) hours per week.

2. Public Works and Library employees are scheduled for five (5) work days of eight (8) hours each for a total of forty (40) hours per week.
3. Public Safety scheduling is defined by the Public Safety Director.
4. The Laura Hoit Pool scheduling is defined by the Pool Director.
5. The Recreation Department scheduling is defined by the Recreation Director

The Town Manager and the Department Heads shall establish employees' specific work schedules.

F. EMERGENCY CALL-BACK PAY

All full-time hourly employees shall be paid a minimum of four (4) hours for emergency call backs. Call-backs occur when an employee has returned home and is requested to resume work at a time when not normally scheduled to work. Instances where an employee is required to continue working overtime after the shift ends or is called to start work early prior to a shift beginning are not considered call-backs. Only hours actually worked shall be counted in calculating overtime, if any.

G. OVERTIME

When circumstances warrant, employees may be required to work overtime. All overtime hours must be approved by the appropriate Supervisor or Department Head in advance.

All employees who are not exempt employees under the Federal Labor Standards Act shall be paid time and a half for hours actually worked within a single work week in excess of forty (40) hours, or they shall accrue compensation time at the same rate.

The use of sick time, vacation time, bereavement time, comp time or other leave is not counted toward overtime.

H. ATTENDANCE

Employees are expected to arrive at work on time and stay through the end of their assigned shifts. Specific work hours are assigned by Department.

It is the responsibility of the employee to notify the employee's immediate Supervisor or the Supervisor's designee, and make any arrangements for any absence, late arrival, or early departure, not previously approved, prior to the beginning of the work shift to be missed.

Each Department Head shall be responsible for maintaining daily attendance and work records and shall furnish weekly reports to the Payroll Department.

I. TIME SHEETS

Employees shall fill out timesheets on a daily basis and submit them on a weekly basis to the Department Head for approval. Employees shall keep accurate records of their time, including the amount of vacation, sick and compensatory time used. Employees are not paid for lunch breaks but are entitled to paid fifteen minute breaks in the morning and afternoon. If an employee discovers an inaccuracy on the pay stub, the employee must report it to the Payroll Department immediately so that the records may be corrected. Intentional falsification of payroll records is a serious offense that may result in dismissal.

Department Heads shall complete transmittal sheets that include all hours broken down respectively for each employee, and shall submit them to the Finance Office on Monday morning before 9 AM, except that when a Monday is an observed holiday, Department Heads shall make other arrangements acceptable to the Finance Office.

All employees are required to have direct deposit of their payroll check. Pay stubs will be provided to employees.

J. EMPLOYEE PERFORMANCE EVALUATION

The Town conducts employee performance evaluations on a regular basis using standard evaluation forms. Evaluations will be reviewed with the employee by the Department Head and signed by both parties. A copy of each evaluation will be kept in the employee's personnel file.

Frequency of evaluation:

1. Probationary employees shall be evaluated by the Department Head prior to the conclusion of a six-month probationary period. The Department Head shall make a recommendation to the Town Manager whether the employee should be retained.
2. Thereafter, evaluations shall be conducted annually.
3. Additionally, special evaluations may be established by Department Heads, as needed.

K. EMPLOYEE TRAINING

The Town of Hampden is committed to the maintenance of a well-trained and efficient staff. It shall attempt to make opportunities for development available to employees within the framework of organization needs and priorities. Employees, as a condition of employment, shall attend and participate in such training programs and courses as may be directed by the Department Head or Town Manager and for which the Town assumes the cost. Documentation of attendance at training shall be kept in the employee's personnel

file. Employees are required to return to work on any day or part of a day that the employee is excused from training early.

L. TRAVEL REIMBURSEMENT

The Town of Hampden reimburses all approved travel expenses directly related to its activities and reasonable under the particular circumstances involved. This policy and related practices apply to all paid employees, as well as the Town Council.

All travel plans and anticipated expenses must have prior approval by the Department Head and/or the Town Manager.

Take a copy of the Tax Exemption Certificate to avoid tax charges. A copy can be obtained from the Finance Office.

1. The following travel costs are reimbursed at the stated rates:
 - a. For employees and Council members who use their private vehicle, reimbursement is determined by the official IRS mileage reimbursement rate.
 - b. Tolls, parking, taxi and other fares are paid at actual costs: Receipts are required.
 - c. Travel by air requires special permission.
2. Documented actual meal and lodging costs are reimbursable if reasonable for the function and location. Reasonable service tips are paid. Receipts are required.
3. The Town of Hampden will not reimburse you for separate travel costs associated with your spouse, partner, or other family members. The cost of a shared hotel room need not be allocated between you and your spouse/partner unless said room is a higher rate than the cost for a single person.
4. For non-overnight travel, an employee will be paid for all travel time, even if it goes beyond the regularly scheduled working hours for the day. The Department Head will be expected to adjust the employee's schedule for the rest of that week to avoid overtime unless overtime has been pre-approved.
5. For overnight travel, an employee will be paid only to the extent that the business travel occurs during the employee's standard work hours, regardless of what day of the week travel takes place.
6. Claims for reimbursement must be submitted:
 - a. on the correct Expense Request form;

- b. with receipts;
- c. signed by the employee and the Department Head; and
- d. submitted to the Finance Officer within 30 days following the completion of the travel

Manually operating a cell phone in any manner while operating a Town vehicle is prohibited. It is permissible to use hands-free functions provided the employee is able to safely operate the vehicle without being distracted.

M. DRESS CODE

Employees in the Public Safety and Public Works Departments are required to wear uniforms, which are provided by the Town of Hampden.

Pool and Recreation employees are permitted to dress more casually than other departments because of the nature of their jobs. However, all clothing is required to be clean, neat, and in good condition. Shirts with Town logos, which will be provided by the Town, must be worn when working certain programs and events.

Town office administration employees must wear clothing that is clean, neat, and in good condition. Jeans are allowed provided they are not significantly worn or faded. Employees are encouraged to wear name tags with the Town logo, which will be provided by the Town.

All employees are asked to dress appropriately. It is important to present a responsible and respectable image to the customers that we deal with daily. 'Mini' skirts, short shorts, halter tops, revealing clothing, and clothing with holes or other defects (whether intentional or not) are not appropriate dress for any Town employee.

N. PERSONNEL FILES

The Town of Hampden keeps a personnel file containing records relating to your Town employment. It includes, but is not limited to, records such as your application for employment, resume, job description, letter of hire (including starting date and scheduled hours), job title, starting wages, evaluations, investigations, discipline, and benefits. Documents may be placed in your file upon written request and with the approval of the Town Manager.

The Human Resource Office keeps a separate file containing confidential information, such as medical information and verification of employment requests. Workmen's Compensation claims also have a separate file.

If you wish to look at your file, you may make an appointment with the Human Resource Officer. The file may be examined on the premises. You may not remove anything from

nor add anything to the file. You may have a complete photocopy of your file upon request.

Requests for general information for an employee will be directed to the Human Resource Officer, such as date of hire, job title, and verification of employment. Specific questions pertaining to an employee's job abilities or character will be referred to their Department Head.

O. LAY-OFF, RECALL, RESIGNATION

Lay-off: An employee may be laid off by the Town for lack of work, lack of funds, reductions in staff, or other legitimate reasons. All employees shall be furnished a written statement setting forth the reasons for the lay-off.

Lay-off Procedure: Full-time employees will, in so far as possible, be laid off in order of seniority within the department by classification and with "bumping" rights provided the employee is qualified to perform the duties of the job to which he/she is to be transferred.

Lay-off Notice: Full-time employees shall be given one (1) week notice before the effective date of the lay-off. Employees who are not full-time and full-time employees who have not completed the probationary period may be laid off at any time without notice.

Recall: If the need for the layoff subsides, the Town may recall employees. The Town may recall employees on the basis of need, but shall attempt to recall employees to the extent possible by department based on seniority.

Reemployment: Employees who are laid off in good standing shall, provided that their qualifications are equal to the qualifications of other applicants, be given preference for re-employment. In the case of substantially equal qualifications among former employees seeking re-employment, preference shall be given to the employee with the greatest seniority within the hiring department at the time of lay-off. For purposes of this article, seniority rights shall be retained for one (1) year after the date of lay-off.

Resignation: Any employee wishing to leave Town Employment in good standing shall file with his/her Department Head a written notice of intent to terminate employment two (2) weeks prior to termination, except that a Department head must file the written notice thirty (30) days prior to such time. All Town property shall be returned to the Town prior to separation from service. Final pay shall include wages earned, accumulated vacation and compensation time and 25% of accrued sick time. Payment will occur on the 1st payroll following termination.

P. OUTSIDE/NON-TOWN EMPLOYMENT

No employee shall, during non-duty hours, be engaged in any employment activity or enterprise that is incompatible or in conflict with his/her duties with the Town. Such

employment may be ordered to be curtailed or terminated by the appropriate Department Head or the Town Manager if, in his/her judgment, such employment hinders the employee in the impartial or efficient performance of his/her duties. In any event, no employee shall fail to appear for a mandatory work assignment or shift due to conflicting outside employment or business commitments.

Q. POLITICAL ACTIVITIES

Employees are prohibited from using their positions to advocate for or against any candidate for elected office or for any initiative. Town employees shall not, during work hours, circulate any petitions or literature for candidates for elected office of the Town of Hampden or for any initiative, or be in any way connected with soliciting or receiving subscriptions, contributions or political service from any person for any political purpose pertaining to the government of the Town of Hampden. This rule does not prevent Town employees from becoming, or continuing to be, members of any political organization, or from attending, on their own time, political organization meetings, expressing their views on political matters, or from voting with complete freedom in any election.

R. TELECOMMUTING

The general expectation is that all employees will perform their duties at their normal job sites. However, there may be occasions when working at the normal job site is not possible. In such situations, the Town Manager may temporarily allow an employee to work from home provided certain conditions are met. The Town Manager has the sole discretion whether to authorize telecommuting and whether to terminate telecommuting authorization.

In order to be considered for temporary telecommuting authorization:

1. The position must be one that may reasonably be performed remotely.
2. The employee must be deemed to have the ability to work effectively in an independent environment.
3. The Town will inspect the employee's proposed work area to ensure it is safe, appropriate, and has the capacity for remote connectivity.
4. The Town may provide hardware where appropriate. Additionally, office supplies will be provided by the Town as needed.
5. If there are dependents in the home, evidence of suitable arrangements for dependent care during work hours will be required.
6. The employee will be required to take appropriate actions to protect all materials and work product, including taking security measures to maintain confidentiality and to protect them from damage or theft.

7. The employees will be required to keep accurate records of time worked and submit them on a weekly basis.
8. The employee's compensation, benefits, work status and work responsibilities will not change.
9. The amount and quality of work the employee is expected to perform will not change.
10. The Town will require the employee to sign a Telecommuting Agreement, which may contain additional terms and conditions, including the duration of the authorization.

Please contact the Town Manager for additional information.

SECTION 4

A. EMPLOYEE BENEFITS

Retirement System: The Town of Hampden is a participating district in the Maine Public Employees Retirement System (“MainePERS”) for the benefit of all full-time employees who are eligible and who choose to join. The Town also participates in the International City Manager’s Association Retirement (ICMA) 401 plan and the 457 plan.

The employee must choose which plan he/she would prefer. Information on these plans can be obtained from the Human Resource Office.

Social Security: In addition to the MainePERS System and/or the ICMA Retirement Program, the Town participates jointly with the employees in Social Security payments. Benefits provided include a retirement feature, survivor’s benefit payments if death occurs before retirement, disability insurance and Medicare coverage.

Group Hospital, Surgical and Major Medical Insurance: The Town participates in the Maine Municipal Employees Health Trust Benefit Plan (MMEHT) up to and including the family level of coverage. Major features of this plan will be explained at time of employment and are available for full-time employees.

The Town pays 100% of the cost for a single subscriber to the health plan, or 70% of the difference between single subscriber and the cost for family or employee/dependent coverage as a weekly payroll deduction. Full time employees who are covered by insurance from their spouse or an alternate source may elect to receive a payroll adjustment (subject to all tax and FICA withholdings) in lieu of insurance coverage equal to 50% of the annual single subscriber premium through the Maine Municipal Employees Health Trust. Employees electing to utilize this provision must provide the Payroll Department with proof of alternative health insurance coverage.

Scheduled part-time employees working a minimum of 20 hours per week may purchase Group Hospital coverage at Town’s rates but paid for 100% by the employee.

Group Life Insurance: The Town participates in a group life insurance program which offers life insurance and accidental death and dismemberment coverage. Provisions of this policy will be outlined at time of employment and are available for full-time employees.

Unemployment Compensation: The Town provides unemployment compensation coverage for its employees as required by law.

Dental Insurance: The Town participates in a dental plan, up to and including the family level of coverage. Major features of this plan will be explained at the time of employment and is available to full-time employees. The Town pays \$150.00 yearly per employee toward the dental insurance premium for employees who elect to participate.

Questions regarding employee benefits may be directed to the Human Resource Officer.

B. WORKER'S COMPENSATION

The Town of Hampden provides Workers' Compensation Insurance for all its employees, as required by law. The purpose is to provide medical/hospital care and partial salary replacement when an employee is incapacitated due to work related reasons.

All employees must report injuries at work, no matter how slight, to the employee's Department Head or Supervisor. The Department Head will provide the necessary accident report forms (Employers First Report of Occupational Injury or Disease and Accident/Injury Investigation Form). These forms are completed regardless whether medical care is received and/or time from work is lost. Injury reports must be made and must reach the Human Resources office within 24 hours of the injury, or the next business day if the injury occurs on a weekend or holiday.

Employees who suffer injuries that require time off to recover are still Town of Hampden employees and will be asked to comply with certain procedures. While off work due to an injury, employees shall report to their Supervisor and the Human Resources Office once a week, at a previously arranged time, in order to keep the Town informed of the employee's status and when return to work can be expected. If the employee is ambulatory, this weekly reporting should be made in person.

If an employee is out of work due to an accepted or established work injury, the employee may use sick, vacation, and comp leave to make up the difference between the employee's workers' compensation rate of pay and their normal rate of pay during a period of incapacity.

When an injured employee is released in writing by his/her attending physician for alternative work or regular work, the release should be presented by the employee to the Human Resource Office immediately.

Please contact the Human Resources Office for more information or information about the Town's preferred provider.

SECTION 5

A. VACATION/ EARNED PAID LEAVE

The Town of Hampden provides vacation/earned paid leave to employees as follows. For the purposes of this section only, unless otherwise specified a year means the 12-month period immediately following an employee's date of hire.

1. Accrual for part-time, part-time seasonal, part-time temporary, student, and on-call employees:
 - a. Vacation/ earned paid leave shall accrue at the rate of 1.00 hour per 40 hours worked, up to a maximum of 40 hours per year.
2. Accrual for full-time (including full-time seasonal and full-time temporary) employees:
 - a. From date of hire through completion of year 4 of employment:
 - i. Vacation/ earned paid leave shall accrue at the rate of 1.85 hours per 40 hours worked.
 - ii. During this period of time, no employee may have a balance of more than 136 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).
 - b. Beginning year 5 through the completion of year 9 of employment:
 - i. Vacation/ earned paid leave shall accrue at the rate of 2.31 hours per 40 hours worked.
 - ii. During this period of time, no employee may have a balance of more than 160 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).
 - c. Beginning year 10 through completion of year 19 of employment:
 - i. Vacation/ earned paid leave shall accrue at the rate of 3.23 hours per 40 hours worked.
 - ii. During this period of time, no employee may have a balance of more than 208 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).
 - d. Beginning year 20 of employment and above:

- i. Vacation/ earned paid leave shall accrue at the rate of 3.69 hours per 40 hours worked.
 - ii. During this period of time, no employee may have a balance of more than 232 hours of vacation/ earned paid leave, unless a larger balance is authorized by subsection (5)(a).
3. Accrual of leave begins at the start of employment, but an employee may not use leave before completing 60 days of employment.
4. At the end of each year, the Town will pay out the difference between the number of vacation/ earned paid leave hours used that year and 40 hours, such that all employees will have used or been paid for at least 40 hours of vacation/ earned paid leave each year.
5. Additional unused vacation/ earned paid leave may be carried over to the following year up to a maximum of 40 hours.
 - a. Any unused vacation/ earned paid leave in excess of 40 hours will be forfeited, except that in the event of extreme circumstances that are beyond the employee's control (such as staff shortages, medical emergencies, etc.) which prevent an employee from taking vacation leave, the Town Manager may allow additional vacation/ earned paid leave hours to be carried over to the following year.
6. Vacation/ earned paid leave may be taken at such time or times as is mutually agreeable to the employees and their Department Heads and shall be scheduled at such time as not to disrupt departmental operations. Due consideration shall be given to an employee's seniority in regard to scheduling vacation.
7. An employee, upon resigning, is entitled to payment of 100% of accrued vacation/ earned paid leave.
8. An employee may request a payout of up to two (2) weeks of vacation/ earned paid leave per year for good cause. The Town Manager may grant or deny the request at the Town Manager's sole discretion. Contact the Finance Office for the necessary paperwork.
9. An employee may request an advance of up to two (2) weeks of vacation/ earned paid leave per year for good cause. The Town Manager may grant or deny the request at the Town Manager's sole discretion. Contact the Finance Office for the necessary paperwork.
10. Vacation/ earned paid leave hours are not counted as hours worked for purposes of calculating overtime.

11. Existing employees who on January 1, 2021, have a vacation balance exceeding the caps shown in subsection (2) above, will retain the higher balance but will only accrue additional vacation/ earned paid leave in accordance with subsection 1(a) until such time as the balance falls below the caps shown in subsection (2).

B. SICK LEAVE

Accrual: Full-time employees shall accrue sick leave at a rate of 8 hours for each calendar month of service. The first month of an employee's service shall be counted as a full month of service if employment begins on or before the 15th day of the month.

Maximum: An employee may accumulate a maximum of 960 hours of sick leave. Once an employee reaches the maximum, any hours earned over and above the limit of 960 hours will be deposited into a health savings account for use by the employee after retirement.

Sick Leave Usage: Sick leave may be used for personal illness, injury, or physical/mental incapacity of such degree as to render the employee unable to perform the duties of his/her position or other assigned duties within their respective department. Sick leave may also be used to care for the illness of the employee's child, spouse or parent.

If an employee runs out of sick leave, the employee must first use comp time and then vacation time to extend the employee's paid time off. Once an employee exhausts all of their accrued time, they may apply for donated sick time from the catastrophic leave program.

Verification: If an employee is out of work on sick leave for three (3) consecutive days, the Town may require the employee to furnish the Department Head a certificate from his/her attending physician.

Abuse of Sick Leave: The Town Manager/Human Resource Officer shall review all sick leave records periodically and shall investigate suspected abuse of leave. Willful abuse of the sick leave privilege may be cause for dismissal.

Sick Leave and Worker's Compensation: Employees are eligible for Worker's Compensation for a service connected injury and may elect to take earned sick leave in addition to Worker's Compensation to the extent that it provides no more than regular pay, and to the extent of earned sick leave credit.

Sick Time Payment: At the time of resignation or retirement, an employee in good standing is entitled to payment for 25% of accrued sick time.

Sick leave hours are not counted as hours worked for purposes of calculating overtime.

C. VOLUNTARY CATASTROPHIC LEAVE PROGRAM

The Voluntary Catastrophic Leave Donation Program establishes a pool of paid time off to permit salary and benefits continuation for regular full-time employees who have exhausted all paid leave due to their own serious illness or injury, or due to the need to care for a serious illness or injury of the employee's child, spouse, or parents.

Establishment: Employees may, but are not required to, donate sick or vacation leave to the Voluntary Catastrophic Leave Program benefit pool.

1. Donations may be made by submitting a confidential form to the Town Manager or Director of Human Resources indicating the amount of donation and whether it is a one-time donation or a recurrent donation.
2. Donations are made to the program pool, not to particular employees.
3. An employee may donate up to 50% of their annual paid leave per year.
4. All donations are anonymous.

Usage: An employee may apply for Catastrophic Leave Program benefits by submitting a confidential application to the Town Manager or Director of Human Resources. To qualify:

1. an employee must have an approved leave of absence from the Town Manager;
2. an employee must have a debilitating illness or injury that incapacitates the employee or prevents them from working because the employee is the only person available to care for the serious illness or injury of the employee's child, spouse, or parents;
3. the employee must provide a physician's written note verifying the illness or injury;
4. the employee must be facing a financial hardship because the employee has exhausted all eligible vacation, sick, and comp time, and the employee is not receiving short-term disability or Workers' Compensation benefits; and
5. there must be donated leave time available.

The Town Manager will determine on a case-by-case basis whether a request to draw from the pool qualifies for Catastrophic Leave usage.

An employee is limited to a maximum of four weeks of benefits from the program annually.

D. JURY DUTY

Employees called upon to serve on jury duty will be compensated for the difference between the amount received for jury duty and the employee's salary with the Town of Hampden. Time spent on jury duty will be considered equal to regular working hours.

Payments received from jury duty service must be turned into the Finance Department for processing. The employee will receive a full paycheck for the period of time in question.

Employees are required to return to work on any day or part of a day that the employee is excused from jury duty.

E. HOLIDAY LEAVE

The Town of Hampden offers the following twelve (12) paid holidays to all full-time employees who have worked for the Town for at least 30 days:

New Year's Day	Labor Day
Martin Luther King's Birthday	Indigenous People Day
President's Day	Veterans Day
Patriots Day	Thanksgiving Day
Memorial Day	The Friday after Thanksgiving
Independence Day	Christmas Day

For employees who work a Monday to Friday schedule, holidays that fall on a Saturday are observed on the preceding Friday and holidays that fall on a Sunday are observed on the following Monday.

For employees who work a Monday through Thursday schedule, holidays that fall on Sunday are observed the following Monday, holidays that fall on a Friday are observed the preceding Thursday, and holidays that fall on Saturday are a paid holiday.

If a holiday is observed on a day that the employee is scheduled to work, the number of paid holiday hours is based on the employee's normal work day, so if an employee normally works an eight (8) hour day, the employee receives eight (8) hours of holiday pay, and if an employee works a ten (10) hour day, the employee receives ten (10) hours of holiday pay. This allows all employees to enjoy a holiday off from work without losing pay.

If a holiday is observed on a day that an employee is not scheduled to work, an employee will receive eight (8) hours of holiday pay. If an hourly employee must work on an observed holiday, the employee will be paid the holiday plus time and a half for hours actually worked. If a holiday falls on a date when an employee is on vacation, the employee will be paid for the holiday and will not be charged a vacation day. Employees on a leave of absence without pay are not eligible for holiday pay.

Additionally, the Town may, at its sole discretion, decide to grant additional paid holidays or partial holidays (or early closures) on special occasions.

Holiday hours are not counted as hours worked for purposes of calculating overtime.

F. BEREAVEMENT LEAVE

The Town Manager may grant up to three (3) days of leave with pay, as necessary, in the event of the death of an immediate family member. For the purpose of bereavement leave, immediate family member is defined as: spouse, children, step-children, parents, step-parents, parents-in-law, siblings, step-siblings, grandparents, grandchildren and domestic partners. This leave may be used for travel, to make necessary arrangements, attend wake/funeral, and similar activities. The bereavement days need not be taken consecutively.

For the death of other family members, such as aunts, uncles, nieces, nephews, cousins, in-laws not listed as immediate family, persons sharing your residence, and other people with whom you have a close/special relationship, the Town Manager may grant one (1) day of paid bereavement leave.

The Town Manager may grant additional days of paid bereavement, provided the total bereavement leave does not to exceed a maximum of five (5) days. Extended leave will only be considered for extenuating circumstances.

Employees who need bereavement leave must contact their Supervisors or Department Head as soon as possible. Nothing herein prevents an employee from using vacation or comp time for bereavement purposes or to extend bereavement leave upon approval.

Bereavement days are not counted as hours worked for purposes of calculating overtime.

G. COMPENSATORY TIME

Accrual:

Hourly Employees. Hourly employees who actually work more than 40 hours in a week are entitled to overtime paid at 1.5 times the normal rate of pay. For the purposes of calculating overtime, the 40 hours must have actually been worked; the use of sick time, vacation time, bereavement time, comp time, or other leave is not counted toward overtime.

1. In lieu of paid overtime, hourly employees may earn compensatory time (“comp time”) up to a maximum of 40 hours per fiscal year at the discretion of the Department Head. Thereafter, any additional overtime will be paid at the overtime rate in the employee’s next paycheck.

2. Comp time will be accrued at a rate of one (1) hour per one (1) hour actually worked if the employee has actually worked 40 or less hours in a week (which may be the case if the employee has used sick, vacation, or comp time in the week). If an employee has actually worked more than 40 hours in a week, comp time will accrue at the rate of one and a half hours (1.5) per one (1) hour actually worked.

Exempt Employees. Exempt employees are paid a set salary for a week's work and are not entitled to overtime. Nevertheless, exempt employees who actually work more than 50 hours in a week are allowed to accrue comp time up to a maximum of 40 hours.

1. Comp time will be accrued at a rate of one (1) hour per one (1) hour actually worked.

If an employee is carrying a balance of comp time in excess of 40 hours on the date of the amendment to this section, the employee is ineligible for additional comp time (but will be paid for overtime if the employee is hourly) until the balance drops below the 40-hour maximum.

Usage and Cash Out:

1. Comp time may be taken at such time or times as is mutually agreeable to the employees and their Department Heads and shall be scheduled at such time as not to disrupt the department.
2. If an employee has accrued comp time as of June 30 of a given year, the Town will pay out the comp time so that no employee will have comp time as of July 1 of each year. An employee may also request a payout of comp time of up to 40 hours within a fiscal year for good cause and with the approval of the Town Manager.
3. If an employee has accrued comp time on the date of separation from employment, the comp time will be paid out at the higher of the average regular rate received by the employee during the last three (3) years of the employee's employment, or the employee's final regular rate.
4. Comp hours used are not counted as hours worked for purposes of calculating overtime.

H. DISCRETIONARY LEAVE WITHOUT PAY

A full-time employee may be granted a leave of absence without pay by the Town Manager for a period deemed necessary for the purpose of the leave, but in no case to exceed six (6) months without prior approval by the Town Council. The employee must use all accrued vacation, sick leave (if the need for the leave qualifies), compensatory and

holiday entitlements before commencing his/her leave of absence. The employee is expected to return to work upon expiration of the granted leave or arrange an extension of the leave prior to its expiration. Failure on the part of the employee to return to work on the expiration of a granted leave, without good cause or having arranged for an extension of leave, shall be deemed a resignation from the Town of Hampden. If an employee works for another employer during a leave under this section, the employee will be deemed to have resigned.

During such a leave, an employee will not receive a salary or Town-paid fringe benefits. Employees on discretionary leave may continue to participate through the Town in Group Health, Life and Dental Insurance at their own expense. A leave of absence is not considered a break in service, but time spent on a leave of absence is not counted as time worked for purposes of computing an employee's length of service.

I. EMPLOYMENT LEAVE FOR VICTIMS OF VIOLENCE

Pursuant to 26 M. R. S. § 850, the Town of Hampden will grant reasonable and necessary leave from work for an employee to:

1. prepare for and attend court proceedings.
2. receive medical treatment or attend to medical treatment for a victim who is the employee's daughter, son, parent or spouse.
3. obtain necessary services to remedy a crisis caused by domestic violence, sexual assault or stalking.

The leave must be needed because the employee, or the employee's daughter, son, parent or spouse are victims of violence, assault, sexual assault, stalking or any act that would support an order of protection.

The leave is unpaid, but an employee may use accrued sick, vacation, or comp time.

Any request for leave from work must be made in advance, within a reasonable time given the circumstances. Reasonable time will be defined by the Town Manager on a case by case need. These requests must be made in writing to the Town Manager accompanied by the proper documentation. Confirmation and/or Denial of leave will be made in a timely fashion.

The Town of Hampden does reserve the right to deny requests for leave for any of the following reasons:

1. if the Town would sustain undue hardship from the absence
2. the request for leave is not communicated to the Town Manager within a reasonable time frame under the circumstances

3. the requested leave is impractical, unreasonable or unnecessary based on the facts then made known to the Town Manager.

The length of leave shall be determined by the purpose for which it is sought.

J. FAMILY AND MEDICAL LEAVE

Federal Family Medical Leave

The Town of Hampden provides qualified employees with leave pursuant to the Family & Medical Leave Act (29 U.S. C. § 2601, et seq.).

1. To be eligible to take FMLA leave, an employee must have: (1) worked for the Town for at least twelve (12) months; and (2) worked at least 1,250 hours during the prior twelve (12) months.
2. Eligible employees may take up to 12 weeks of unpaid leave in a 12-month period for the following reasons:
 - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - b. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
 - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
3. Additionally, Military Family Leave is available for employees who meet the eligibility requirements of (1) above, for the following reasons:
 - a. To address a qualifying exigency arising out of the fact that the employee's spouse, child or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed forces;
 - b. To care for a covered service member who is the spouse, child, parent or next of kin of the employee (for up to 26 workweeks in a 12-month period).
4. The Town may require an employee requesting leave to provide supporting documentation.

5. The Town uses a 12-month rolling period rather than a calendar year, so a 12-month period means the 12-months immediately preceding the request for leave.
6. Leave is unpaid, but the Town requires employees to use any accrued sick, vacation, and comp time while on leave.
7. Leave may be taken on an intermittent, as-needed basis, if appropriate.
8. Notice.
 - a. If the need for leave is based on (2)(a) or (b) and the need for leave is foreseeable based on an expected birth or placement, the employee shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
 - b. If the need for leave is based on (2)(c) or (d) and the need for leave is foreseeable based on planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the employer, subject to the approval of the health care provider of the employee or the health care provider of the son, daughter, spouse, parent, or covered service member of the employee, as appropriate; and shall provide the employer with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
 - c. If the need for leave is based on (3)(a) or (b) and is foreseeable, whether because the spouse, or a son, daughter, or parent, of the employee is on covered active duty, or because of notification of an impending call or order to covered active duty, the employee shall provide such notice to the employer as is reasonable and practicable.

State Family Medical Leave

The Town of Hampden also provides qualified employees with leave pursuant to the Maine Family Medical Leave law (26 M.R.S. § 843, et seq.).

1. To be eligible to take Maine FMLA leave, an employee must have worked for the Town for 12 consecutive months.
2. Eligible employees may take up to 10 work weeks of unpaid leave in any 2 years for the following reasons:
 - a. Serious health condition of the employee;

- b. Birth of the employee's child or the employee's domestic partner's child;
 - c. Placement of a child 16 years of age or less with the employee or with the employee's domestic partner in connection with the adoption of the child by the employee or the employee's domestic partner;
 - d. A child, domestic partner's child, parent, domestic partner, sibling or spouse with a serious health condition;
 - e. Donation of an organ of the employee for a human transplant; or
 - f. Death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child if the spouse, domestic partner, parent, sibling or child, is a member of the state military forces or of the United States Armed Forces, including the National Guard and Reserve, dies or incurs a serious health condition while on active duty.
3. The employee must give at least 30 days' notice of the intended date upon which family medical leave will commence and terminate, unless prevented by medical emergency from giving that notice.

If both Federal and State leave are applicable, the time on leave will count toward the leave limits under both the Federal and the State laws, as it is the Town's intent for leave to run concurrently under both laws.

For further information, contact the Human Resource Office. All necessary forms are also available at the same location.

K. MAINE FAMILY MILITARY LEAVE

The Town of Hampden provides leave, pursuant to the Maine Family Military Leave law (26 M.R.S. § 814), to the spouse, domestic partner or parent of a person who is a resident of the State and is deployed for military service for a period lasting longer than 180 days.

- 1. To be eligible to take Maine FMLA leave, an employee must have: (1) worked for the Town for at least twelve (12) months; and (2) worked at least 1,250 hours during the prior twelve (12) months.
- 2. Eligible employees who serve in the state military forces or the U.S. Armed Forces, including the National Guard and Reserves, may take up to 15 days of unpaid leave per deployment in a 12-month period for the following reasons:
 - a. The 15 days immediately prior to the deployment;
 - b. Deployment, if the military member is granted leave, or

- c. The 15 days immediately following deployment.
3. Notice.
 - a. An employee must give at least fourteen (14) days' notice of the intended date upon which the leave will commence if leave will consist of 5 or more consecutive work days.
 - b. An employee taking family military leave for fewer than 5 consecutive work days must provide such advance notice as is practicable.
 - c. An employee shall consult with the Town to schedule leave so as not to unduly disrupt the operations of the Town.
4. Leave is unpaid, but the Town requires employees to use any accrued sick, vacation, and comp time while on leave.

An employee may continue the employee's benefits at the employee's expense during any family military leave. Taking family military leave will not result in the loss of any employee benefits accrued before the date on which the leave commences.

L. MILITARY SERVICE LEAVE

The Town provides military leave as necessary in compliance with all applicable state and federal laws.

Reserve Service Leave: Reserve service leave is available to regular full-time employees who are members of the military reserves or National Guard in accordance with the terms of applicable Federal and State law.

In addition, for any period of reserve service up to two (2) weeks in any calendar year, the Town will compensate the employee for the difference between his/her regular weekly wages and his/her total military pay. In instances where the military pay is equal to or exceeds the pay that would have been earned by the employee in service to the town, such leave shall be without pay.

Employees using reserve service leave must furnish the Department Head with an official statement of reserve service pay received. Any amount served in excess of two (2) weeks shall be considered leave without pay.

Long-Term Active Duty Leave: Regular full-time employees required to interrupt their active employment specifically for the purpose of entering active military service are entitled to a leave of absence in accordance with the Uniformed Services Employment and Reemployment Rights Act.

SECTION 6

A. SMOKE FREE WORKPLACE POLICY

Employees are prohibited from smoking tobacco or any other substance in any Town building, in any Town vehicle, or on town owned property unless in a designated smoking area. For the purposes hereof, the term “smoking” includes carrying or having in one’s possession a lighted cigarette, cigar, pipe or other object giving off or containing any substance giving off smoke, including vaping or the use of e-cigarettes.

Exception: The Town may, but is not required to, establish a designated outdoor smoking area that complies with the requirements of 22 M.R.S. § 1580-A (smoking area must be at least twenty (20) feet from all entryways, vents, windows, and doors).

B. DRUG FREE WORKPLACE POLICY

It is the policy of the Town of Hampden to maintain a drug/alcohol free work place.

1. Employees of the Town of Hampden are prohibited from possessing, using, or being under the influence of illegal drugs or alcohol while on Town property, while attending business-related activities, while on duty, or while operating a vehicle or equipment leased or owned by the Town.
2. All employees are expected to report to work and remain at work "fit for duty" and free from impairment from alcohol and drugs.
3. Employees may use physician-prescribed medications, provided that the use of such drugs does not adversely affect job performance or the safety of the employee or other individuals in the workplace. Employees may not possess medical marijuana on Town property or use medical marijuana during working hours.
4. All CDL holders are also subject to and must comply with the Town’s CDL Alcohol and Drug Policy and Testing Procedures.
5. Violation of this policy is cause for disciplinary action, up to and including discharge.

C. VIOLENCE FREE WORKPLACE POLICY

It is the policy of the Town of Hampden to promote a safe work environment for its employees. We are committed to working with employees to maintain a work environment free from violence, threats of violence, harassment, intimidation and other disruptive behavior. **The Town Office and Public Safety lobbies are under video surveillance, 24 hours a day, 365 days a year.**

The Town of Hampden does not tolerate violent, threatening, aggressive, abusive, intimidating or other disruptive behavior on the part of employees, customers or anyone else involved in its business or facilities.

If an employee engages in violent, threatening, aggressive, abusive, intimidating or other disruptive behavior, report it to your Supervisor. All reports of such incidents will be taken seriously and will be dealt with appropriately.

If a customer is behaving in a manner that you find intimidating, explain our policy regarding behavior, discontinue providing service and focus on de-escalating the situation.

1. If the customer cannot resume appropriate behavior and he/she is on the telephone, tell them that they may call back when they are calm and hang up.
2. If a customer cannot resume appropriate behavior and are in your physical presence, ask the customer to leave telling them they may return on another day when they are under control.
3. If the customer refuses to leave, disengage, leave the area and notify your Department Head or Supervisor who will then assume direction of the situation.

If, in your best judgment, an individual's behavior, whether a co-worker, customer or other guest may endanger anyone or if the person refuses to leave the premises, call the police (or closest law enforcement official) and notify your Department Head or Supervisor.

Do not ignore violent, harassing, intimidating or other disruptive behavior. If you observe or experience such behavior by anyone on the premises, whether an employee or customer, report it to your Department Head or Supervisor. The Supervisor will notify the Town Manager who will log the incident, investigate as necessary and assure that appropriate action is taken.

If you have foreknowledge of a potentially abusive or violent circumstance that may present itself in our workplace (e.g. the arrival of an abusive partner or an irate customer) immediately inform your Department Head or Supervisor or the most senior staff person in the facility.

D. WHISTLEBLOWER PROTECTION

The Town of Hampden strives to conduct its business with integrity and in strict compliance with all applicable federal, state and local laws and regulations. Accordingly, employees are encouraged to bring to the attention of the employees' supervisors or the Town Manager any actions of town officials or employees which the employee believes may be improper. The Town will not retaliate against any employee who makes a report in good faith to the employee's supervisor, the Town Manager, or a regulatory body.

SECTION 7

A. INFORMATION SYSTEMS POLICY AND PRACTICES

This policy applies to all information systems owned, leased or used by the Town of Hampden and used by employees to manage and communicate information, including, but not limited to, paper documents, spoken communication, telephones and cell phones, voice mail, fax machines, computer hardware and software, e-mail, cameras, recording devices, photocopiers and any other information systems.

Employees are expected to utilize the Information Systems, including the Internet, and the equipment in a responsible, professional manner for programmatic and business activities of the Town of Hampden. As a benefit to employees, an employee may occasionally use the Town's computers for Internet access for other non-job related use during breaks or times approved by your Department Head or Supervisor. Such personal use is governed by the same expectations that the systems and equipment be used in a responsible, professional manner in accordance with this policy and in such a manner that will not embarrass or otherwise effect the reputation of the Town of Hampden or limit our ability to accomplish our work. Any personal use shall not interfere with an employee's performance of their duties.

All information transferred to and from and/or stored on equipment and in files owned by the Town of Hampden is the property of said Town. The Town of Hampden reserves the right to examine all voice mail, e-mail, faxes, electronic documents, databases, personal file directories and other information transferred through or stored on computers and telephones owned by the Town, as well as paper documents and records. By using equipment, you waive all expectations of privacy in respect to document files, software, e-mail, voice mail, fax communications and Internet access. All information systems must be used in accordance with all Town policies and practices.

If you have questions about the appropriateness of any activity, consult your Department Head or Supervisor. Irresponsible or inappropriate use of the Town's equipment and information may be subject to corrective action, up to and including dismissal.

1. Purchasing of software and equipment:

The Town of Hampden intends to have standardized equipment and software. All purchases shall be made through the IT Director using Town procurement policies under the guidance the Town Manager. Equipment and software are provided for the use of the employees when needed to conduct Town business. The installation or downloading of new software on the computers is the sole duty of the IT Director with the approval of the Town Manager. No installation of software shall be done without the approval of the IT Director or the Town Manager.

2. Personal computers:

Configuration of desktops will be managed by the IT Director to obtain maximum efficiency and uniformity from Town owned machines.

Computer equipment may not be altered or added to in any way without the knowledge and authorization of the IT Director.

If you find your environment uncomfortable or unsafe, report the condition to your Department Head or Supervisor for further evaluation and correction.

Passwords must be selected carefully with no obvious relation to the user and not easy to guess. Passwords should contain letters, numbers and special characters.

3. Using e-mail and voice mail systems:

Activity, communications and messages are subject to review at any time to ensure that the use of the system is consistent with the Town's legitimate interests.

Employees should attend to current e-mail messages in a timely way.

E-mail and voice mail messages should be deleted or archived as soon as possible to avoid degrading performance of the system.

Voice mail greetings must be professional and courteous.

The content of e-mail and voice mail messages should be brief and courteous. Sensitive information should not be sent via electronic mail.

4. Social media/Town website:

Any postings to be made on the Town's website or social media pages must have advance approval of the Town Manager or Department Head.

5. Fax machines:

If possible, fax machines should be avoided for transmission of information that is restricted or confidential. If the information is confidential or restricted, a cover letter must accompany it stipulating that the information is confidential or restricted.

Faxing of information should be limited to job related duties. It is not to be used for public faxes. You may make personal use of the fax machine, at cost, on an infrequent basis consistent with these policies.

6. Other Prohibited Acts:

Employees are prohibited from using Town equipment for:

- a. Engaging in any communication that is discriminatory, defamatory, pornographic, obscene, racist, sexist, or that evidences religious bias, or is otherwise of a derogatory nature toward any specific person.
- b. Browsing or downloading and/or forwarding and/or printing pornographic, profane, discriminatory, threatening or otherwise offensive material from any source including, but not limited to, the Internet.
- c. Engaging in any communication that is in violation of Federal, State or Local laws.
- d. Promoting any religious belief or tenet.
- e. Campaigning for or against any candidate for political office or any ballot proposal or issue.
- f. Sending, forwarding, redistributing or replying to “chain letters”.
- g. Unauthorized use of passwords to gain access to another user’s information or the Town of Hampden’s communications system or elsewhere.
- h. Advertising, solicitation or other commercial, non-programmatic use.
- i. Knowingly introducing a computer virus, spyware or malware into the Town’s communication system or knowingly causing damage to the Town’s systems.
- j. Using the Town’s systems in a manner that interferes with normal business functions in any way.
- k. Excessive personal use of the Town’s technologies that preempts any business activity or interferes with Town productivity.
- l. Sending e-mail messages under an assumed name or obscuring the origin of an e-mail message sent or received.

B. WEATHER CLOSURES

The Town of Hampden may, from time to time, decide to close the Town Office or other Town departments or portions thereof due to inclement weather or other emergency. Employees affected by a closure, whether a full-day closure or early release, will be paid for their regularly scheduled hours. However, weather closures are not similar to holidays; if an employee is required to work during a Town department closure, the employee is not entitled to additional pay.

SECTION 8

A. DISCIPLINARY ACTION

In general, the Town of Hampden follows the concept of progressive discipline, which means that repeated instances of poor job performance or misconduct will be subject to progressively severe discipline, including suspension and discharge. Notwithstanding the general policy of progressive discipline, the Town may issue discipline at whatever level of discipline it deems appropriate to the circumstance. Serious job performance problems or misconduct such as, but not limited to, dishonesty, violence or theft, may result in more severe disciplinary sanctions, up to and including dismissal, even on the first occurrence. Discipline will only be issued upon a finding of cause, except that nothing in this Section shall limit the Town's right to suspend or discharge a probationary employee during the employee's probationary period with or without cause.

Examples of Conduct Warranting Disciplinary Action: The following examples illustrate types of conduct which may constitute grounds for disciplinary action, and are not exclusive:

1. Attendance
 - a. Improper or unauthorized use or abuse of sick leave.
 - b. Excessive absenteeism, regardless of reason, the effect of which disrupts or diminishes operational effectiveness.
 - c. Being absent without authorized leave, or repeated unauthorized late arrival or early departure from work.
 - d. Abuse of break and lunch periods.
2. Behavior
 - a. Violation of the provisions of Town ordinances, including the Personnel Ordinance, department operating rules or procedures, or related directives.
 - b. Failure to carry out a direct order from a supervisor, except where the employee's safety may reasonably be jeopardized by the order, or the order is illegal or in conflict with any law.
 - c. Nondisclosure of a conflict of interest.
 - d. Conduct that discredits the employee or the Town, or willful misrepresentation of the Town.

- e. Conviction of a crime, including convictions based on a plea of nolo contendere or of a misdemeanor involving dishonesty or moral turpitude, the nature of which reflects the possibility of serious consequences related to the continued assignment or employment of the employee.
 - f. Knowingly falsifying, removal, or destruction of information related to employment, payroll, or work-related records or reports.
 - g. Soliciting outside work for personal gain during business hours; participating in any off-duty employment that adversely affects the employee's performance of work for the Town.
 - h. Discourteous treatment of the public or other employees, including harassing, coercing, threatening, or intimidating others.
 - i. Conduct that interferes with the management of Town operations.
 - j. Violation or neglect of safety rules, or contributing to hazardous conditions.
 - k. Unauthorized use of Town property.
 - l. Physical altercations.
 - m. Any act or conduct that is discriminatory in nature toward another person's race, creed, color, national origin, sex (including sexual harassment), age, religious beliefs or political affiliations.
 - n. Accepting gratuities intended to influence the employee's job performance.
 - o. Misuse of Town telephones, computers, or internet service.
 - p. Possession, display, or use of explosives, firearms, or other dangerous weapons while on duty or on Town property. (Except for police officers and other authorized employees in the performance of their duties.)
 - q. Possession of alcohol, narcotics, or drugs while on Town property (except in the official discharge of police duties). Alcohol may only be on Town property at sanctioned events as authorized by the Town Manager.
3. Performance
- a. Inefficiency, incompetence, or negligence in the performance of duties, including failure to perform assigned tasks or training, or failure to discharge duties in a prompt, competent, and reasonable manner.

- b. Refusal or inability to improve job performance in accordance with written or verbal direction after a reasonable trial period.
 - c. Refusal to accept reasonable and proper assignments from an authorized supervisor.
 - d. Intoxication or incapacity on duty due to the use of alcohol or drugs.
 - e. Driving under the influence of alcohol or drugs while on duty; suspension of driver's license where job duties require driving.
 - f. Careless, negligent, or improper use of Town property, equipment or funds, including unauthorized removal, or use for private purpose, or use involving damage or unreasonable risk of damage to property.
 - g. Unauthorized release of confidential information or official records.
4. Other good cause

A Department Head may attempt to address an issue using informal counseling before the issue rises to the level of requiring formal action. Such informal counseling is not considered discipline.

The Town Manager shall have the authority to take necessary disciplinary action which may include such remedies as verbal warnings, written reprimands, suspension with or without pay, demotion, or dismissal. The Town Manager may delegate the authority to issue oral warnings, written reprimands, and suspension of up to two (2) days to the Department Heads.

Investigations

If a complaint is received alleging misconduct by an employee, the Town Manager or the Manager's designee, shall conduct an investigation before issuing any discipline. The Manager will interview the complainant, the employee, and witnesses to obtain the facts before deciding whether to initiate a disciplinary proceeding.

The Town Manager may place an employee on paid administrative leave while investigating allegations against an employee. Such paid administrative leave is not considered discipline.

Due Process Hearing

Before making a final decision to suspend an employee without pay for more than two (2) days, demote or dismiss an employee, the Town Manager shall hold an informal hearing. The employee shall be given written notice of the proposed disciplinary action and the reasons therefor in advance of the informal hearing. The employee will be

afforded an opportunity to respond to the information and to present reasons why the employee believes the discipline is not justified or present any mitigating factors. The employee shall be permitted to have witnesses speak on the employee's behalf and to be assisted by a representative.

Appeal to Personnel Appeals Board

An employee who has been suspended without pay for more than two (2) days, demoted, or dismissed may file an appeal of the decision to the Personnel Appeals Board. A written appeal must be filed with the Town Clerk within seven (7) calendar days of the decision or the right to appeal is waived. The appeal shall set forth the basic facts, the nature of the violation, and the relief sought. The Personnel Appeals Board will conduct a hearing on the matter within fourteen (14) calendar days from the receipt of the appeal by the Town Clerk. Within seven (7) calendar days of the hearing, the Board shall render a written recommendation based on its findings to the Town Council and Town Manager pursuant to Section 301 of the Town Charter.

B. GRIEVANCE PROCEDURES

A grievance is a dispute between an employee and the employer concerning the interpretation or application of the terms of the Personnel Rules Ordinance or Department Rules, but excluding disciplinary matters involving a suspension without pay for more than two (2) days, demotion, or dismissal.

Procedure:

1. Any employee who deems himself or herself aggrieved with respect to an interpretation of applicable rules may, within five (5) calendar days of the occurrence or knowledge of the problem, file a grievance with the employee's immediate Supervisor. The Supervisor shall render a decision within five (5) calendar days of receipt of the grievance.
2. If the employee does not feel the matter has been adequately resolved, the employee may appeal the grievance denial to the Department Head. Such an appeal must be made in writing and be filed within five (5) calendar days from the date of the denial. The Department Head shall have five (5) calendar days in which to render a written decision.

NOTE: If the immediate Supervisor is the Department Head, the employee shall proceed, in the case of dissatisfaction, from step 1. to step 3.

3. If the employee is not satisfied with the decision of the Department Head, the employee may appeal the grievance denial to the Town Manager. Such an appeal must be made in writing and be filed within five (5) calendar days from the date of the denial. The Town Manager will meet with the employee to discuss the

grievance. The Town Manager will render a written decision within seven (7) calendar days.

4. Should the employee be dissatisfied with the Town Manager's decision, the employee may appeal the grievance denial to the Personnel Appeals Board. Such an appeal must be made in writing and be filed within seven (7) calendar days from the denial. The Appeals Board will conduct a hearing into the matter within fourteen (14) calendar days from the receipt of the grievance. Within seven (7) calendar days from the conclusion of the hearing, the Board shall render a written recommendation based on its findings to the Town Council and Town Manager pursuant to Article III of the Town Charter. The Town Manager will consider the recommendation but the Town Manager has the final decision-making authority whether to affirm, modify, or reverse the decision under appeal.
5. The time limits may be extended by written agreement. If an employee fails to file a grievance or grievance appeal in a timely manner (and the parties have not agreed to an extension of time), the decision becomes final and no further appeal is permitted. If a decision on a grievance or grievance appeal is not issued in a timely manner (and the parties have not agreed to an extension of time), the grievance or grievance appeal is deemed to have been denied and appeal may be taken to the next step.

EMPLOYEE ACKNOWLEDGMENT FORM

By signing this form, I acknowledge that I have received a copy of the Town of Hampden’s Personnel Rules Ordinance and understand its contents. Furthermore, I understand that the Employee Handbook describes important information about my employment with the Town and that it is my responsibility to read, understand, and comply with the policies contained in this Handbook and any revisions made to it. I understand that I should consult the Human Resource Officer regarding any questions I have about the Handbook or other employment questions not addressed by the Handbook.

I certify that I have entered into my employment relationship with the Town of Hampden voluntarily and acknowledge there is no specified length of employment, unless otherwise provided in a notice of appointment or employment contract signed by the Town Manager. I acknowledge that this Handbook is not a contract of employment and the Town of Hampden may change it at any time.

Date

Signature
Printed Name: