



NOTICE OF MEETING

WHO: NRPC Executive Committee

WHEN: Wednesday, October 16, 2019 6:00 pm

WHERE: NRPC Conference Room

AGENDA

1. Call to Order
2. Business:
 - a. Minutes: September 18th, 2019 (**Action Required**)
 - b. Sept-Oct Dashboard (**Action Required**)
 - c. TMA/MPO Governing Body Composition
 - d. Proposed Personnel Policy Amendments (**Action Required**)
 - e. NRPC 501(c)(3)
3. Old Business
4. Transportation Programs
 - a. TMA Certification Review
 - b. UPWP Updates
 - c. CMAQ updates
5. Other Business
 - a. RPC Commissioner Convening
6. Adjourn

Next Meeting: November 20, 2019



**DRAFT MINUTES
NASHUA REGIONAL PLANNING COMMISSION
Executive Committee
September 18, 2019**

Present:

Karin Elmer, Chair
Jim Battis, Vice Chair
Susan Ruch, Treasurer (6:10)
Mike Fimbel
Janet Langdel
Sarah Marchant
Tim Tenhave
Tamara Sorell

Absent:

Mary Ann Melizzi-Golja

Staff:

Jay Minkarah, Executive Director
Sara Siskavich, Assistant Director

1. Call to Order:

Elmer called the Executive Committee meeting to order at 6:01 p.m.

2. Business

a. Minutes: July 17, 2019

Elmer requested a motion to approve the June 19, 2019 Executive Committee meeting minutes. Siskavich relayed Ruch's prior observation that Elmer, as Chair, called the meeting to order rather than Ruch. Langdell requested her name spelling be corrected. Fimbel moved to approve the minutes, as amended, seconded by Langdell. The motion passed 7-0-0.

b. July/August Dashboard

Minkarah reviewed the July/August Dashboard and financial reports. He noted that four accounts, including NHDOT, are over 60 days. At the request of Tenhave, Minkarah clarified that receivables in the dashboard represent invoice payments not yet received by NRPC. Quarterly billing will be reflected in next month's Profit and Loss which will bring the draw-down of several grants (e.g. EPA healthy communities, EDA) more in line with the fiscal year. The working budget reflects several increases on the funding site, and overall the budget is in a good place.

The dashboard shows two months of staff training and activities since the Executive Committee did not meet in August. Highlights include the GACIT meetings, the Rail Roundtable hosted by NRPC, Minkarah's participation in two WSMN AM radio programs, one on passenger rail and another on HHW and the EPA Toxics Free grant, as well as a site visit to Alene Candle in Milford

to discuss workforce recruitment and transportation issues. The web stats reflect a slight uptick in social media engagement.

Battis moved to approve the Dashboard and Financials and place them on file for audit, seconded by Ruch. The motion passed 8-0-0.

c. Commissioner Outreach

Minkarah reviewed the effort to survey current commissioners for appointment history and preferred contact history. We will follow-up with non-responders, and once that information gathering is complete the next step will be to reach out to towns to address vacancies. Town admin staff, planning boards, and selectboards would all be appropriate recipients of the follow-up communication depending on the community.

d. Proposed Bylaw Amendments

Minkarah reviewed proposed NRPC bylaw changes included in the agenda packet. Now that the Nashua MPO is designated as a transportation management area (TMA), NRPC must include Nashua Transit on the MPO policy board to be in compliance with federal requirements. The NRPC Full Commission is designated as the MPO Policy Board according to NRPC bylaws, but the Full Commission's membership does not include NTS. The second area of proposed change, more editorial in nature, involves striking the outdated schedule of Commissioner term expirations.

Langdell pointed out that adding a seat on the policy board for NTS essentially constitutes an additional vote for the City of Nashua, as NTS is not a regional transit service provider. Further discussion followed regarding the nature of this requirement, procedure regarding amending the bylaws of the Commission, and the upcoming MPO/TMA compliance review in October. Consensus was expressed to adopt gender-neutral language, for example, using "Chair" or "Chairperson," in the amended bylaws.

3. Old Business

Other project updates included ongoing traffic counting, upcoming CMAQ funding round, the NTS expansion study, master plans for Hudson and Litchfield, and Hudson RSMS.

5. Personnel Policies

NRPC personnel policies were last updated and adopted in 2017. As a result of the NRPC office move, language in the travel reimbursement section now needs to be updated. Other sections related to personnel classifications should also be revisited to ensure consistency throughout the document. Minkarah will forward proposed changes ahead of the next meeting.

Langdell inquired about NRPC's direction with respect to economic development planning. Discussion followed regarding Minkarah's participation in the Souhegan Valley Chamber's roundtable luncheon, a result of Milford's interest in getting more out of their chamber

membership. Bon Terrain in Amherst is another area of the region that could benefit from a comprehensive planning exercise; Amherst's master plan should outline a vision for the area, after which a more formal role for NRPC might be defined.

Minkarah briefly updated the group on the progress of the regional housing needs assessment and regional plan.

Fimbel informed the group that he will be stepping down from the Executive Committee. Selectman Berry has been appointed as a new Mont Vernon Commissioner, and Fimbel will remain an alternate and remain active in NRSWMD. He offered to help with Executive Director evaluations and expressed thanks to the new Executive Committee members. On behalf of the Executive Committee Elmer expressed thanks to Fimbel for his many years of service.

5. Adjourn

With a motion from Battis, seconded by Ruch, the meeting adjourned at 6:45 p.m. The next regular Executive Committee meeting will be October 16, 2019 at 6:00 p.m.

NRPC FY 2019 DASHBOARD

Aug-19		Key Statistics	
TD Checking		Staff Activities July/Sept	
Beginning Balance	\$248,675.18	Radically Rural Summit - Jay & John Reducing the Grey Area between HHW & Small Businesses - Mason Nashua Chamber Workforce Housing Committee Meeting - John Nashua Rail Committee meeting - Jay Nashua Library Transportation Event - Matt Auditors on site (2 days) LTS Meeting - Ryan Wilton Economic Development Committee - Jay & John Statewide LTS Meeting - Matt EPA Soak Up the Rain Webinar featuring Andrew GACIT Public Hearings - Nashua & Milford - Jay & Gregg Partnership For Performance NH meeting - Gregg EforAll Entrepreneurial Summit in Lowell - Jay & Sabrina NTS electric hybrid bus ribbon cutting - Jay, Mason, Cassie SCC Meeting - Matt & Mason HHW Collection in Nashua - Mason, Cassie, Derek, Jay Locally Coordinated Transportation Planng Comm - Jay, Matt, John NRPC Staff Meeting & Census presentation - all staff TTAC - Jay, Gregg, Matt, Sara, Sabrina HHW Coordinators Meeting in Concord - Mason 2019 Housing & Economy Conference - Jay	
Deposits & Credits	\$102.20		
Payments	\$0.00		
Ending Balance	\$248,777.38		
Bar Harbor Checking			
Beginning Balance	\$217,662.30		
Deposits & Credits	\$44,470.59		
Payments	\$112,032.67		
Ending Balance	\$150,100.22		
Sunday, June 30, 2019			
Accounts Payable	\$95,785.85		
Accounts Receivable	\$233,969.35		
Oversight Activities			
Line of credit (\$75,000) activated?	No		
BHB CDs	\$267,709.30		
Audit Status	In-process		
Budget Narrative			
TD/BH BankBalance/Cash on hand:	We continue to have a healthy balance that supports about five months of operating expenses.		
Payables and Receivables:			
FY19 Working Budget			
Funding Sources		Expenses	
Local Dues	\$163,000	Audit	\$15,900
Federal Contracts	\$154,533	Dues & Subscriptions	\$22,500
Grants	\$258,582	Employee Benefits	\$166,127
Local Planning Contracts	\$86,878	GIS	\$18,000
Other Income	\$7,800	Insurance	\$11,740
State Contracts	\$996,857	IT	\$5,500
		Legal	\$2,500
		Marketing, Outreach, Annual Forum	\$10,000
		Office Expenditures	\$16,750
		Other Expenditures	\$69,075
		Professional Services	\$427,485
		Rent & CAM	\$86,515
		Salaries	\$747,096
		Staff Development	\$10,000
		Travel & Meeting Exp	\$14,150
		Utilities	\$13,068
Total revenues:	\$1,667,650	Total Expenses:	\$1,636,406
Pending Grant Applications	\$0	Delta	\$31,244

Nashua Regional Planning Commission - FY 2020
Profit & Loss Budget vs. Actual - EC
July through September 2019

	TOTAL				
	Sep 19	Jul - Sep 19	Budget	\$ Over Budget	% of Budget
Income					
2000 Local Dues					
Local Dues Match	(8,900.02)	(22,560.56)	0.00	(22,560.56)	100.0%
2000 Local Dues - Other	13,583.33	40,752.99	163,000.00	(122,247.01)	25.0%
Total 2000 Local Dues	4,683.31	18,192.43	163,000.00	(144,807.57)	11.16%
Federal Contracts					
9011 EPA Brownfields	0.00	0.00	98,000.00	(98,000.00)	0.0%
9055 EDA	2,208.34	2,208.34	37,963.00	(35,754.66)	5.82%
9082 Hazard Mit	0.00	0.00	18,570.00	(18,570.00)	0.0%
Total Federal Contracts	2,208.34	2,208.34	154,533.00	(152,324.66)	1.43%
Grants					
6300 NRSWMD	55,279.98	66,323.88	241,450.00	(175,126.12)	27.47%
7516 NH Housing-GIS Support	619.00	2,391.60	4,648.00	(2,256.40)	51.45%
9025 EPA Healthy Communities	3,967.78	3,967.78	12,484.00	(8,516.22)	31.78%
Total Grants	59,866.76	72,683.26	258,582.00	(185,898.74)	28.11%
Interest Income	626.06	1,832.38	6,000.00	(4,167.62)	30.54%
Local Planning Contracts					
2142 Hudson MP	960.01	960.01	19,378.00	(18,417.99)	4.95%
2150 Mason CR	478.55	2,232.17	5,000.00	(2,767.83)	44.64%
2176 Hollis Asset Mgmt Support	1,550.00	1,550.00	3,000.00	(1,450.00)	51.67%
2250 Litchfield CR	660.70	3,101.49	18,000.00	(14,898.51)	17.23%
2361 MVD	0.00	318.75	3,000.00	(2,681.25)	10.63%
2534 Nashua Ped/Bike Study	0.00	0.00	14,500.00	(14,500.00)	0.0%
2554 Pelham Master Plan	0.00	0.00	2,000.00	(2,000.00)	0.0%
2556 Pelham CIP	1,000.00	2,000.00	2,000.00	0.00	100.0%
2565 Pelham MS4 Field Support	0.00	187.50	2,000.00	(1,812.50)	9.38%
2610 Wilton CR	2,103.28	6,499.37	18,000.00	(11,500.63)	36.11%
Total Local Planning Contracts	6,752.54	16,849.29	86,878.00	(70,028.71)	19.39%
Other Income					
8000 Pubs/Map Sales	60.00	60.00	1,800.00	(1,740.00)	3.33%
Total Other Income	60.00	60.00	1,800.00	(1,740.00)	3.33%
State Contracts					
1000 NH OSI	6,512.20	6,512.20	11,111.00	(4,598.80)	58.61%
3000 DOT Highway Planning					
100 MPO ADMIN & TRAINING	6,885.72	29,710.46	72,000.00	(42,289.54)	41.27%
200 POLICY & PLANNING	5,290.52	15,643.89	173,250.00	(157,606.11)	9.03%
300 PUBLIC INVOLV & COORD	3,988.80	8,797.95	52,200.00	(43,402.05)	16.85%
400 PLAN SUPPORT	29,102.02	84,975.07	270,450.00	(185,474.93)	31.42%
500 TECHNICAL ASSIST & SUPPORT	21,401.87	53,763.81	156,119.00	(102,355.19)	34.44%
600 NASHUA TRANSIT EXP. STUDY	0.00	0.00	28,105.00	(28,105.00)	0.0%
3000 DOT Highway Planning - Other	0.00	0.00			
Total 3000 DOT Highway Planning	66,668.93	192,891.18	752,124.00	(559,232.82)	25.65%
3100 Transit Expansion	4,817.77	8,212.96	27,000.00	(18,787.04)	30.42%
3250 LTS - RPC	146.12	1,140.56	6,767.00	(5,626.44)	16.86%
3500 DOT 5310 SVTC	41,552.45	41,552.45	190,039.00	(148,486.55)	21.87%
3505 DOT/5310 Formula	0.00	0.00	0.00	0.00	0.0%
4430 CTAP Phase III TDM - CNHRP	873.00	1,901.12	16,000.00	(14,098.88)	11.88%
Total State Contracts	120,570.47	252,210.47	1,003,041.00	(750,830.53)	25.15%
Total Income	194,767.48	364,036.17	1,673,834.00	(1,309,797.83)	21.75%

Nashua Regional Planning Commission - FY 2020
Profit & Loss Budget vs. Actual - EC
July through September 2019

Expense	TOTAL				
	Sep 19	Jul - Sep 19	Budget	\$ Over Budget	% of Budget
Depreciation	226.28	678.84	0.00	678.84	100.0%
Annual Forum	0.00	0.00	5,000.00	(5,000.00)	0.0%
Audit	0.00	4,000.00	15,900.00	(11,900.00)	25.16%
Bank Service Charges	0.00	0.00	250.00	(250.00)	0.0%
Capital Equipment	0.00	0.00	5,000.00	(5,000.00)	0.0%
Dues & Subscriptions	13,937.84	14,622.87	10,000.00	4,622.87	146.23%
Employee Benefits					
C Dental Insurance	595.79	1,863.42	7,507.00	(5,643.58)	24.82%
C Health Ins.	4,920.30	15,408.22	71,535.00	(56,126.78)	21.54%
C HSA Contribution	0.00	0.00	3,750.00	(3,750.00)	0.0%
C LTD Insurance	110.54	331.62	1,386.00	(1,054.38)	23.93%
C Retirement 401	1,420.66	4,959.29	22,600.00	(17,640.71)	21.94%
C Retirement 457	0.00	0.00	0.00	0.00	0.0%
C STD Insurance	198.95	597.14	2,750.00	(2,152.86)	21.71%
Total P/R Taxes (Indirect)	4,227.10	14,793.33	57,383.00	(42,589.67)	25.78%
Total Employee Benefits	11,473.34	37,953.02	166,911.00	(128,957.98)	22.74%
Equipment Maintenance	0.00	0.00	1,750.00	(1,750.00)	0.0%
GIS	1,471.99	4,415.97	18,000.00	(13,584.03)	24.53%
Insurance	664.29	1,992.87	11,740.00	(9,747.13)	16.98%
Internet Access/Telephone	633.03	2,199.95	6,840.00	(4,640.05)	32.16%
IT Service	274.70	1,021.95	5,500.00	(4,478.05)	18.58%
Janitorial	225.00	675.00	3,600.00	(2,925.00)	18.75%
Legal	0.00	0.00	2,500.00	(2,500.00)	0.0%
Legal Notices	0.00	389.50	0.00	389.50	100.0%
Marketing and Outreach	0.00	0.00	5,000.00	(5,000.00)	0.0%
Misc	373.01	425.01	4,130.00	(3,704.99)	10.29%
Office Expenses	840.92	5,338.41	16,750.00	(11,411.59)	31.87%
Payroll Expenses	0.00	0.00			
Postage	209.34	447.14	2,000.00	(1,552.86)	22.36%
Printing	493.00	1,479.00	6,500.00	(5,021.00)	22.75%
Professional Services	90,273.50	90,279.00	427,485.00	(337,206.00)	21.12%
Recruiting	0.00	0.00	0.00	0.00	0.0%
Rent & CAM	7,150.00	21,450.00	86,515.00	(65,065.00)	24.79%
Reserve Fund	0.00	0.00	21,730.00	(21,730.00)	0.0%
Total Salaries	56,544.50	169,882.91	750,102.00	(580,219.09)	22.65%
Small Equipment	3,157.56	3,776.06	5,950.00	(2,173.94)	63.46%
Staff Development	1,176.18	1,781.18	10,000.00	(8,218.82)	17.81%
Travel					
Meeting Expenses (Lunch etc.)	224.37	350.94	2,300.00	(1,949.06)	15.26%
Mileage & Travel	894.54	2,391.89	10,850.00	(8,458.11)	22.05%
Vehicle Exp (Gas,Rep,Ins,ect.)	27.74	102.24	1,000.00	(897.76)	10.22%
Total Travel	1,146.65	2,845.07	14,150.00	(11,304.93)	20.11%
Utilities	1,089.00	3,267.00	13,068.00	(9,801.00)	25.0%
Total Expense	191,360.13	368,920.75	1,616,371.00	(1,247,450.25)	22.82%
Net Income	3,407.35	(4,884.58)	57,463.00	(62,347.58)	(8.5%)

Nashua Regional Planning Commission - FY 2020

Balance Sheet

As of September 30, 2019

Sep 30, 19

ASSETS

Current Assets

Checking/Savings

1 NOW Account xx5715	248,777.38
Bar Harbor Bank & Trust xx1485	138,664.78
BHBT - 13 Mo CD xx3688	64,340.61
BHBT - 19 Mo CD xx3662	203,368.69
Petty Cash	191.00

Total Checking/Savings 655,342.46

Accounts Receivable

Total Accounts Receivable 233,969.35

Other Current Assets

FP Mailing Postage Account 140.35

Total Other Current Assets 140.35

Total Current Assets 889,452.16

Fixed Assets

Accum Depr -33,116.20

Vehicle 21,828.00

Fixed Assets - Other 19,421.94

Total Fixed Assets 8,133.74

Other Assets

Prepaid Expense 17,983.08

Total Other Assets 17,983.08

TOTAL ASSETS 915,568.98

Nashua Regional Planning Commission - FY 2020

Balance Sheet

As of September 30, 2019

Sep 30, 19

LIABILITIES & EQUITY

Liabilities

Accounts Payable

Accounts Payable 95,785.85

Total Accounts Payable 95,785.85

Credit Cards

Bank of America -CC 2,928.82

Total Credit Cards 2,928.82

Other Current Liabilities

Accrued Vaca Payable **offset 27,403.98

Local Dues 122,250.01

P/R Liabilities - Other

C HSA Contributions 4,375.00

E Dental Insurance Withheld 169.38

E Health Insurance Withheld 550.40

E HSA Contributions -4,375.00

E STD Insurance Withheld 36.54

Total P/R Liabilities - Other 756.32

Retainers

Retainer-2245 Litchfield CIP 442.55

Retainer-6300 HHW -6,358.16

Retainer-MS4 Coop. Agreement 20,000.00

Total Retainers 14,084.39

Total Other Current Liabilities 164,494.70

Total Current Liabilities 263,209.37

Total Liabilities 263,209.37

Equity

Retained Earnings 629,840.21

Vacation Bene Payable ** offset 27,403.98

Net Income -4,884.58

Total Equity 652,359.61

TOTAL LIABILITIES & EQUITY 915,568.98

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 36

REGIONAL PLANNING COMMISSIONS

Regional Planning Commissions

Section 36:46

36:46 Formation of Regional Planning Commissions. –

I. If no regional planning commission exists in any specific planning region as delineated by the office of strategic initiatives, then 2 or more municipalities in said planning region and having planning boards may, by ordinance or resolution adopted by the respective legislative bodies of said municipalities, form a regional planning commission.

II. If a regional planning commission already exists in any specific planning region as delineated by the office of strategic initiatives, then any municipality in said planning region and having a planning board may, by ordinance or resolution adopted by the respective legislative body of said municipality, become a member of the regional planning commission. A regional planning commission may also include municipalities located in an adjacent state.

III. Each municipality which shall become a member of a regional planning commission shall be entitled to 2 representatives on said commission. A municipality with a population of over 10,000 but less than 25,000 shall be entitled to have 3 representatives on said commission and a municipality with a population of over 25,000 shall be entitled to have 4 representatives on said commission. Population as set forth in this section shall be deemed to be determined by the last federal census. Representatives to a regional planning commission shall be nominated by the planning board of each municipality from the residents thereof and shall be appointed by the municipal officers of each municipality. Representatives may be elected or appointed officials of the municipality or county. In any county or counties in which a regional planning commission has been formed, the county may, by resolution of its county commissioners, become a member of said regional planning commission and shall be entitled to appoint 2 representatives on said commission. The terms of office of members of a regional planning commission shall be for 4 years, but initial appointments shall be for 2 and 4 years. In municipalities entitled to 3 or more representatives, initial appointment shall be for 2, 3 and 4 years. Vacancies shall be filled for the remainder of the unexpired term in the same manner as original appointments.

Municipalities and counties may also appoint alternate representatives. A representative to a regional planning commission shall, when acting within the scope of his official duties and authority, be deemed to be acting as an agent of both the regional planning commission and of the municipality or county which he represents. In addition, regional planning commissions are encouraged to consult, at their discretion, with agencies and institutions operating within the region whose activities influence planning and development in that region.

Source. 1969, 324:1. 1991, 72:4, eff. July 12, 1991. 2000, 200:3, eff. July 29, 2000. 2003, 319:9, eff. July 1, 2003. 2004, 257:44, eff. July 1, 2004. 2017, 156:64, eff. July 1, 2017.

3. The UPWPs shall set forth a description of the specific metropolitan transportation planning activities and products anticipated to be completed. Responsibilities for the following planning activities shall be identified in the UPWPs, where applicable:
 - a. Preparing technical and other reports to ensure documentation of the development, refinement, and updating of the transportation and transit plans, and
 - b. Conducting detailed corridor, subarea, or transit studies to evaluate major transportation or transit needs, investment alternatives, and their social, economic, and environmental impacts pursuant to 23 CFR 450.
4. After the UPWPs adopted by the MPOs have been approved by NHDOT and by the USDOT funding agencies, NHDOT shall issue written authorization for the MPOs to proceed with the UPWPs in accordance with the terms and conditions of their approval. UPWPs may be amended during the course of the contract upon written request of the MPOs, subject to (1) the concurrence of NHDOT and the USDOT funding agencies and (2) the availability of funding, if applicable.
5. The cooperative metropolitan transportation planning process to be conducted under this MOU and governed by the provisions of 23 CFR 450 shall encompass the metropolitan planning areas as determined by agreements between the Governor and the MPOs.

Organization/Administration

1. The governing bodies of the MPOs shall appoint and maintain such policy, citizen, or technical advisory committees as deemed appropriate to effectively carry out the comprehensive transportation planning process under this MOU. NHDOT and transit providers shall be represented on all technical advisory committees and MPO Policy Committees.
2. The MPOs may enter into such institutional arrangements, service contracts, or agency agreements as they deem necessary to carry out the scope of work under this MOU with the understanding that the MPOs shall remain accountable for the completion of planning products in accordance with the UPWPs. All such contracts, subcontracts, agreements, or other written understandings for services shall conform to the appropriate provisions of 2 CFR 200 (Supercircular) as supplemented by FHWA & FTA Circular 4220.1F and any changes or revisions thereto and by other applicable guidance FTA or FHWA may issue.

Effective Date, Duration and Termination

1. This MOU shall become effective upon execution by NHDOT and the MPOs, and it shall remain in force until terminated or superseded by a new agreement.
2. This MOU may be amended periodically as facts or circumstances warrant or as may be required by state or federal laws, administrative regulations, or other orders or guidelines having the full force and effect of law. Changes in a community's affiliation with a specific RPC shall not invalidate this agreement or necessitate its amendment so long as the community continues to be represented in the MPO process. NHDOT or the MPOs may terminate this MOU by giving 60 days' written notice of such termination to the other parties. In the event of termination, the MPOs will be entitled to receive just and equitable compensation for any satisfactory work completed under this MOU to the effective date of such termination.

metropolitan transportation planning activities.

(b) An MPO shall document metropolitan transportation planning activities performed with funds provided under title 23 U.S.C. and title 49 U.S.C. Chapter 53 in a unified planning work program (UPWP) or simplified statement of work in accordance with the provisions of this section and 23 CFR part 420.

(c) Except as provided in paragraph (d) of this section, each MPO, in cooperation with the State(s) and public transportation operator(s), shall develop a UPWP that includes a discussion of the planning priorities facing the MPA. The UPWP shall identify work proposed for the next 1- or 2-year period by major activity and task (including activities that address the planning factors in § 450.306(b)), in sufficient detail to indicate who (e.g., MPO, State, public transportation operator, local government, or consultant) will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds.

(d) With the prior approval of the State and the FHWA and the FTA, an MPO in an area not designated as a TMA may prepare a simplified statement of work, in cooperation with the State(s) and the public transportation operator(s), in lieu of a UPWP. A simplified statement of work shall include a description of the major activities to be performed during the next 1- or 2-year period, who (e.g., State, MPO, public transportation operator, local government, or consultant) will perform the work, the resulting products, and a summary of the total amounts and sources of Federal and matching funds. If a simplified statement of work is used, it may be submitted as part of the State's planning work program, in accordance with 23 CFR part 420.

(e) Arrangements may be made with the FHWA and the FTA to combine the UPWP or simplified statement of work with the work program(s) for other Federal planning funds.

(f) Administrative requirements for UPWPs and simplified statements of work are contained in 23 CFR part 420 and FTA Circular C8100, as amended (Program Guidance for Metropolitan Planning and State Planning and Research Program Grants).

§ 450.310 Metropolitan planning organization designation and redesignation.

(a) To carry out the metropolitan transportation planning process under this subpart, an MPO shall be

designated for each urbanized area with a population of more than 50,000 individuals (as determined by the Bureau of the Census).

(b) MPO designation shall be made by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law.

(c) The FHWA and the FTA shall identify as a TMA each urbanized area with a population of over 200,000 individuals, as defined by the Bureau of the Census. The FHWA and the FTA shall also designate any urbanized area as a TMA on the request of the Governor and the MPO designated for that area.

(d) TMA structure:

(1) Not later than October 1, 2014, each metropolitan planning organization that serves a designated TMA shall consist of:

(i) Local elected officials;

(ii) Officials of public agencies that administer or operate major modes of transportation in the metropolitan area, including representation by providers of public transportation; and

(iii) Appropriate State officials.

(2) An MPO may be restructured to meet the requirements of this paragraph (d) without undertaking a redesignation.

(3) Representation. (i) Designation or selection of officials or representatives under paragraph (d)(1) of this section shall be determined by the MPO according to the bylaws or enabling statute of the organization.

(ii) Subject to the bylaws or enabling statute of the MPO, a representative of a provider of public transportation may also serve as a representative of a local municipality.

(iii) An official described in paragraph (d)(1)(ii) shall have responsibilities, actions, duties, voting rights, and any other authority commensurate with other officials described in paragraph (d)(1) of this section.

(4) Nothing in this section shall be construed to interfere with the authority, under any State law in effect on December 18, 1991, of a public agency with multimodal transportation responsibilities—

(i) To develop the plans and TIPs for adoption by an MPO; and

(ii) To develop long-range capital plans, coordinate transit services and projects, and carry out other activities pursuant to State law.

(e) To the extent possible, only one MPO shall be designated for each

urbanized area or group of contiguous urbanized areas. More than one MPO may be designated to serve an urbanized area only if the Governor(s) and the existing MPO, if applicable, determine that the size and complexity of the urbanized area make designation of more than one MPO appropriate. In those cases where two or more MPOs serve the same urbanized area, the MPOs shall establish official, written agreements that clearly identify areas of coordination and the division of transportation planning responsibilities among the MPOs.

(f) Nothing in this subpart shall be deemed to prohibit an MPO from using the staff resources of other agencies, non-profit organizations, or contractors to carry out selected elements of the metropolitan transportation planning process.

(g) An MPO designation shall remain in effect until an official redesignation has been made in accordance with this section.

(h) An existing MPO may be redesignated only by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population (including the largest incorporated city, based on population, as named by the Bureau of the Census).

(i) For the purposes of redesignation, units of general purpose local government may be defined as elected officials from each unit of general purpose local government located within the metropolitan planning area served by the existing MPO.

(j) Redesignation of an MPO (in accordance with the provisions of this section) is required whenever the existing MPO proposes to make:

(1) A substantial change in the proportion of voting members on the existing MPO representing the largest incorporated city, other units of general purpose local government served by the MPO, and the State(s); or

(2) A substantial change in the decisionmaking authority or responsibility of the MPO, or in decisionmaking procedures established under MPO by-laws.

(k) Redesignation of an MPO serving a multistate metropolitan planning area requires agreement between the Governors of each State served by the existing MPO and units of general purpose local government that together represent at least 75 percent of the existing metropolitan planning area population (including the largest incorporated city, based on population, as named by the Bureau of the Census).



NASHUA REGIONAL PLANNING COMMISSION

PERSONNEL POLICIES

ADOPTED OCTOBER 18, 2017

AMENDED NOVEMBER 15, 2017

EFFECTIVE JANUARY 1, 2018

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NRPC PERSONNEL POLICIES

1.0 INTRODUCTION

The policies, procedures and benefits described in the Personnel Policies do not represent terms or conditions of employment for the Nashua Regional Planning Commission ("NRPC" or "Commission"). They are designed to provide employees with guidelines and information about working conditions, and benefits and policies affecting employment. The Personnel Policies describe many of the responsibilities of employment at NRPC and outline the programs developed by NRPC for its ~~employees, but~~[employees but](#) is not an offer of employment and does not create an employment contract. All employees shall receive a copy of these Personnel Policies upon commencement of employment and shall read and comply with all provisions contained herein. The intent of these Personnel Policies is to ensure the fair and equitable treatment of all employees. Except where otherwise indicated, the Executive Director is the sole approving or authorizing official for the purpose of carrying out the provisions of this document.

No set of written policies can anticipate every circumstance or question about employment. These Personnel Policies shall serve to guide the conduct of sound management practices of the Commission but not to obstruct the necessary personnel decision-making authority of the Executive Director. The only recognized deviations from these policies are those authorized by the Executive Director, or in his/her absence, the Assistant Director and the Executive Committee. As NRPC and the environment in which it functions continue to grow and change, the need may arise, and NRPC reserves the right at its discretion to revise, supplement, rescind or eliminate any policies, procedures or benefits described in this document.

These Personnel Policies also summarize the current benefit plans maintained by NRPC. Please refer to the actual plan documents and summary plan descriptions if you have specific questions regarding any benefit plan. Those documents, which are available from the Executive Director, will be controlling rather than the summaries contained in this document.

Employment "at will"

These Personnel Policies are not an expressed or implied contract of employment guaranteeing employment for any specific duration, or a contract for compensation or benefits, but are rather an overview of working rules and benefits which can be changed at the discretion of the NRPC. Nothing in this document should be interpreted to contradict NRPC's employment-at-will policy permitting both the employee and the Commission to terminate the relationship for any reason at any time, with or without cause. Since the NRPC must rely on the availability of federal, state and local government funds to operate, any position may be reduced or eliminated due to changes or reductions in funding.

These Personnel Policies supersede all other previous Personnel Policies created, maintained or distributed by NRPC.

2.0 COMMISSION ENVIRONMENT

2.1 EQUAL EMPLOYMENT OPPORTUNITY

It is the NRPC's policy to comply with all federal and state laws and regulations with regard to the hiring, compensation, assignment, advancement, access to benefits and termination of employees. Under no circumstances whatsoever will NRPC discriminate in employment opportunity on the basis of race, religion, color, pregnancy, ethnic or national origin, sex, age, marital status, sexual orientation, gender identity, physical or mental disability, veteran or military status, genetic information, or any other characteristic protected by law.

Any employees with questions or concerns about any type of discrimination should report these to the immediate attention of their supervisor or the Executive Director. Any employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action up to and including termination of employment. Any employee may raise concerns related to employment opportunity or perceived acts of discrimination at any time in strict confidence and without fear of reprisal. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved.

2.2 EMPLOYEE NON-HARASSMENT POLICY

NRPC is committed to providing a work environment that is free of employee harassment or intimidation of any kind on any basis including, but not limited to race, color, age, religion, sex, marital status, ethnic or national origin, sexual orientation, gender identity, veteran or military status, pregnancy, physical or mental disability, genetic information and/or any other category protected by applicable state law. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. NRPC property (e.g., telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and internet access) may not be used to engage in conduct which violates this policy. NRPC's policy against harassment covers employees and other individuals who have a relationship with NRPC which enables NRPC to exercise some control over the individual's conduct in places and activities that relate to NRPC's work.

Prohibition of Sexual Harassment: NRPC's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when:

- a. Submission to the conduct is made either an explicit or implicit condition of employment;
- b. Submission or rejection of the conduct is used as a basis for an employment decision affecting the harassed employee; or
- c. The harassment interferes with an employee's work performance or creates an intimidating, hostile or offensive work environment.

Sexual harassment, both subtle and overt, is illegal and condemned by the NRPC. While it is not possible to list all of the circumstances that may constitute unlawful harassment, the following are some examples: (1) unwelcome sexual advances -- whether they involve physical touching or not (2) requests for sexual favors or (3) coerced sexual acts. Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written

or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually oriented comments on an individual's body, comments about an individual's sexual activity, deficiencies, or prowess; (3) displaying sexually suggestive objects, pictures, cartoons; (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner, sexual gestures, suggestive or insulting comments; (5) inquiries into one's sexual experiences; or (6) discussion of one's sexual activities.

Prohibition of Other Types of Discriminatory Harassment: It is also against NRPC's policy and the law to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, age, ethnic or national origin, marital status, sexual orientation, pregnancy, physical or mental disability, genetic information, veteran or military status or any other legally-protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute prohibited discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, religion, sex, age, ethnic or national origin, marital status, sexual orientation, pregnancy, physical or mental disability, genetic information, gender identity, veteran or military status or any other legally-protected category; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, religion, sex, age, ethnic or national origin, marital status, sexual orientation, pregnancy, physical or mental disability, genetic information, gender identity, veteran or military status or any other legally-protected category and that is circulated in the workplace, or placed anywhere in NRPC's premises such as on an employee's desk or on NRPC equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

Reporting Harassment: Any employee who believes that he or she is the target of any form of harassment should immediately report the matter to their direct supervisor or the Executive Director so that NRPC can investigate all such reports promptly and confidentially. If the Executive Director is the offending party, the employee should report the situation to one or more members of the Executive Committee. Victims of harassment may also seek assistance from the NH Commission for Human Rights.

Although reports may be made verbally, employees are strongly encouraged to make any reports of sexual harassment or other discriminatory harassment in writing. Doing so can assist in the investigation process. In any case NRPC will make a written record of the incident.

Any supervisors or managers who witness or otherwise become aware of any form of discriminatory harassment must report the matter immediately to the Executive Director.

NRPC will promptly and thoroughly investigate all reports of harassment reported through the procedure described in this policy as discreetly and confidentially as practicable. The investigation would generally include a private interview with the person making a report of harassment. It would also generally be necessary to discuss allegations of harassment with the accused individual or with other employees. NRPC's goal is to conduct a thorough investigation, to determine whether harassment or other inappropriate behavior occurred, and to determine what

action to take against an offending individual, and any other corrective action that should be taken. To the extent feasible, only individuals who NRPC determines have a need to know will be informed of the allegations and they will be requested to treat the matter confidential.

Anti-Retaliation Policy: It is also unlawful and expressly against NRPC policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Discipline: Any employee found to be engaging in any type of employee harassment is subject to disciplinary action up to and including termination of employment.

Other Information

Compliance with this policy is a condition of employment. Employees are strongly encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director.

2.3 SMOKING

In keeping with NRPC's intent to provide a safe and healthful work environment, all forms of smoking, inhaled agents, and nicotine-based products is prohibited throughout the workplace. This policy applies equally to all employees, clients, constituents and visitors.

2.4 SOLICITATION

In an effort to ensure a productive and harmonious work environment, persons not employed by the NRPC may not solicit, or distribute literature, in the workplace at any time for any purpose.

NRPC recognizes that employees may have interests in events, causes and organizations outside the workplace. However, employees may not solicit support or donations and/or distribute literature concerning these interests during working hours. The offering of material for sale is prohibited without the prior approval of the Executive Director. All approved messages will be posted by the Executive Director.

2.5 DRUG-FREE WORKPLACE

Substance abuse is a serious problem adversely affecting the lives of millions and negatively impacting the workplace. The Drug-Free Workplace Act of 1988 imposes certain obligations upon covered employers to respond to substance abuse problems.

NRPC recognizes alcohol and drug abuse as potential health, safety, and security problems. NRPC expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs, or other intoxicating substances. **Compliance with the drug and alcohol policy is made a condition of employment.**

NRPC prohibits employees from the manufacture, possession, use, distribution, or purchase of non-prescribed drugs and controlled substances, including medical marijuana, on NRPC premises, at other locations where work is performed, and in NRPC vehicles. NRPC also prohibits employees from reporting to work or otherwise working or driving NRPC vehicles under the influence of alcohol or illegal drugs. Employees may not consume alcohol during working hours, including meal

and break periods. However, the NRPC may sponsor social functions or activities where alcohol is served, and the moderate use of alcohol at such NRPC-sponsored functions is permitted.

Use of medication prescribed by the employee's physician for the employee and the use of over-the-counter medication is permitted as long as the medication will not interfere with the employee's ability to perform his or her job functions. If you are taking a medication which might interfere with your ability to perform your job functions, it is your responsibility to inform your supervisor or the Executive Director so that a determination can be made as to whether you can continue working.

While we cannot control your behavior on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate physical and mental condition, ready to work.

If the NRPC has any reasonable basis for suspecting that an employee may be under the influence of alcohol or drugs, may have otherwise violated this policy, or may otherwise be unfit for work, the NRPC may require the employee to submit immediately to a drug and/or alcohol test and/or to a fitness for duty exam, as determined appropriate by the NRPC in its discretion. NRPC will provide transportation to and from the testing site and accompany the employee during the testing process.

Any employee who is required to submit to a drug and/or alcohol test or a fitness for duty exam must cooperate fully with the process and must not do anything to tamper with, adulterate, dilute, or otherwise interfere with any specimen, test, or exam. A test or other exam will not be conducted without the employee's consent; however, the employee must consent as a condition of employment and may be terminated for failing or refusing to consent to any test or exam required by the NRPC. All testing will be done using scientifically valid methods that involve private specimen collection and chain of custody procedures to ensure proper identification, labeling, record keeping, handling and testing of specimens and will take place at a qualified laboratory, hospital, or health care center. NRPC commits to maintain the confidentiality of test results.

If an employee has a test result that is other than a non-dilute negative or showing an alcohol concentration of greater than zero (0), he or she will be subject to disciplinary action, up to and including termination of employment. Within its sole discretion, the NRPC may decide not to terminate an employee and may decide instead to refer the employee for drug or alcohol treatment in lieu of termination and as a condition of continued employment. Within its discretion, the NRPC may suspend the employee while he or she participates in the treatment program. Employees must pay for the cost of any such treatment programs. Employees who refuse to participate in such programs or who fail to successfully complete a treatment program are subject to immediate termination. An employee who is referred by the NRPC for drug or alcohol treatment or who is voluntarily participating in a drug or alcohol treatment program may be requested or required to undergo drug and/or alcohol testing without prior notice during the treatment period and for a period of time, determined by the NRPC, after the completion of the treatment. An employee who has a test result other than a non-dilute negative during this period will be subject to termination.

In addition to the fitness for duty/reasonable suspicion testing described above, the NRPC reserves the right to implement further drug testing programs at any time, such as pre-employment, post-accident, and random drug and alcohol testing.

Any employee who is convicted of any drug or alcohol related crime (including violations, misdemeanors, and felonies) shall notify the Executive Director within **five (5)** days of the date of conviction. A conviction includes any finding of guilt (including one agreed to by the employee) or plea of no contest and/or imposition of a fine, jail sentence, or other penalty.

Any employee who violates this drug and alcohol policy will be subject to disciplinary action up to and including termination of employment.

Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional care and counseling and consult the NRPC's medical insurance plans regarding coverage for referral and treatment. Employees with questions about medical insurance benefits for treatment should feel free to speak with the Executive Director or Finance/Human Resources Administrator.

When this policy is violated or work performance is otherwise impaired, admission to or use of a treatment or other program does not preclude appropriate disciplinary action by the NRPC, including termination of employment.

2.6 WORKPLACE SAFETY

NRPC is committed to providing a safe work environment that is free of physical and occupational hazards. All employees are expected to exhibit safe behavior at all times, to exercise active concern in the course of their work to prevent injuries to themselves and to their coworkers, and to take immediate steps to the extent possible to remedy any unsafe condition. All potentially hazardous or unsafe circumstances should be reported to the Executive Director immediately.

In the event of an incident or emergency, all employees are expected to exercise sound judgment and to act appropriately based upon the circumstances. In the event of fire, the office should be evacuated immediately unless extinguishing the fire can be achieved without risk of injury. Employees should know the location of fire and safety exits, fire extinguishers, emergency alarm pulls and know proper evacuation procedures. If there is any doubt about the seriousness of any unsafe event, accident, condition or injury, employees should call 911. For minor personal injuries, first aid should be ~~administered~~administered, and medical attention should be sought immediately.

All employees are required to wear seatbelts while operating or riding in any vehicle while on Commission business. In addition, passengers in vehicles operated by staff in the conduct of Commission business are also required to wear seatbelts.

2.7 WORKPLACE VIOLENCE

NRPC is committed to working with employees to maintain a work environment free from any act of physical aggression or verbal threats. Examples of workplace violence include, but are not limited to: stalking, aggression, intimidating acts, gestures or behaviors toward another, invasion of privacy, assault, aggravated assault, robbery, battery, destruction of property, harassment, and homicide. The threat of any such actions is also prohibited. Please see NRPC's policy on Domestic Violence for additional guidance.

NRPC has zero tolerance for workplace violence. Any violent act, threat of violence, or intimidation, theft, or threatening gestures will result in disciplinary action up to and including termination.

Reporting Procedures: If you feel you are being threatened or subject to workplace violence in any way you must immediately report the matter to your supervisor or the Executive Director. The situation will be ~~assessed~~assessed, and appropriate action will be taken. You should also notify your supervisor or the Executive Director of any suspicious workplace activity or situations or incidents that you observe or are aware of that may violate this policy or otherwise endanger any employees, customers, visitors or others. If the risk of danger is imminent, the police should be contacted directly, and then a supervisor or the Executive Director should be contacted as quickly as practicable.

2.8 DOMESTIC VIOLENCE

In addition to its general prohibition on acts of violence in its workplace, NRPC expressly prohibits acts of domestic violence perpetrated by or against any employee while in the NRPC office, facilities, work sites, vehicles or while conducting NRPC business.

For purposes of this policy, domestic violence is defined pursuant to RSA 173:B as the commission or attempted commission of one or more of the following acts by a family member or household member, current or former sexual/intimate partner where such conduct constitutes a credible threat to the victim's safety: assault or reckless conduct, criminal threatening, sexual assault, interference with freedom, destruction of property, unauthorized entry and harassment. This includes the display of any violent or threatening behavior by a perpetrator (verbal or physical) that is likely to result in physical or emotional injury or otherwise places a victim's safety or productivity at risk.

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts of domestic violence while on NRPC premises or while conducting NRPC business shall be removed from the property or assignment as quickly as safety permits, and may be asked to remain away from NRPC premises/work pending the outcome of an investigation into the incident.

Reporting Procedures: All employees are responsible for notifying the Executive Director of any workplace-related threats of domestic violence which they have witnessed, received, or have been told that another person witnessed or received.

Request for Assistance: In response to a voluntary request by an employee who is a victim of domestic violence, NRPC will provide appropriate support and assistance. The NRPC is committed to working with employees who are victims of domestic violence to prevent abuse and harassment from occurring in the workplace.

In response to a voluntary request from a victim of domestic violence, NRPC's Executive Director shall work with victimized employees to develop and implement reasonable accommodations and individualized workplace safety plans. These plans may include, when appropriate and reasonable, advising co-workers of the situation; setting up procedures for alerting security and/or the police; temporary relocation to a new work site; reassignment of parking space; escort for entry to and exit from the building; addressing telephone, fax, e-mail or mail harassment; and providing a photograph of the perpetrator and/or a copy of any existing court orders to security personnel, as well as flexible work arrangement to allow for attendance at required court hearings.

Other: All information relating to an employee's involvement in a situation relating to domestic violence, to the extent possible, should be kept confidential and should not be made part of any employee's personnel file. All individuals who apply for and obtain a protective or restraining order which lists company locations as being protected areas, must provide to the Executive Director a copy of the petition and order.

No employee will be discharged, threatened with discharge, demoted, suspended, discriminated or retaliated against with regard to promotion, compensation or other terms, conditions or privileges of employment because the individual is a victim of domestic violence. To the extent a performance problem does arise when an ongoing domestic event is occurring that is within the employee's ability to cure, the Executive Director will take care to provide counsel and notice to the employee/victim of any necessary corrective actions that must be taken prior to an entry of a disciplinary finding or dismissal.

2.9 ACOMMODATION FOR INDIVIDUALS WITH DISABILITIES POLICY

NRPC is committed to providing equal employment opportunities to qualified individuals with physical or mental disabilities, which includes providing reasonable accommodations to qualified applicants to allow them to apply for a job vacancy, and to qualified employees to allow them to perform essential job duties, so as to afford enjoyment of the same benefits and privileges of employment as are enjoyed by employees without disabilities.

Employees have the responsibility to notify NRPC of the need for an accommodation of any physical or mental disability to perform the essential functions of their position. Employees can notify NRPC of the need for accommodation by submitting a request in writing to the Executive Director. When appropriate, NRPC may need employee's permission to obtain additional information from employee's physician or other medical professional to document that they have a disability and to assist us in any functional limitations for which a reasonable accommodation may be needed. NRPC expects that employees will engage in this interactive process in good faith so that it may determine eligibility for accommodation and identify reasonable accommodations. All medical information will be treated as confidential in accordance with the applicable anti-discrimination laws and regulations. NRPC may decline to provide accommodations to individuals who are not qualified individuals within the meaning of the ~~law, and~~ [law and](#) may also decline to provide accommodations that are not reasonable or that cause an undue hardship.

NRPC will take all requests for accommodation seriously. Reasonable accommodations will be available to all employees, volunteers and applicants to the extent required by law.

3.0 COMMISSION OPERATIONS

3.1 MANAGEMENT AND SUPERVISION

The Executive Director is responsible for the management and administration of the NRPC, and he/she is the sole approving authority for the purposes of carrying out these Personnel Policies, except where otherwise indicated. The Executive Director has the responsibility of hiring, maintaining and terminating all other employees of the NRPC and to fill positions authorized by the resources allocated in the annual operating budget.

Activities of the staff undertaken to meet the responsibilities of the work program are under the general supervision of the Executive Director, who will assign new projects and work assignments. All projects in the work program will be assigned to one of three broad programs: Land Use/Environment, Transportation, and GIS/Information Management.

It is the responsibility of each Program Manager to supervise progress of subordinate staff in the areas of:

- Provision of training and sharing of expertise.
- Reviewing work products subject to the final review and approval of the Executive Director.
- Coordinating staff assigned to specific projects.
- Monitoring deadlines.
- Monitoring the amount of time expended on projects.
- Identify grant-funding opportunities.
- Report problems and deficiencies to the Executive Director.
- Compliance with these Personnel Policies, and in particular with respect to any anti-discrimination and harassment provisions, or other misconduct.

The program managers shall constitute a management team, which will meet every other week to monitor progress on various projects.

3.2 PERFORMANCE EVALUATIONS

NRPC strives to provide each employee with a performance review on an annual basis. Performance reviews will be conducted by the Program Manager in consultation with the Executive Director.

3.3 WORK SCHEDULES

The NRPC office is open to the public between 8:30 a.m. to 4:30 p.m. Monday through Friday. The hours worked by employees may vary depending on the position and NRPC's needs.

Upon hire, the employee and Program Manager, with approval from the Executive Director, will develop a written weekly base schedule that establishes working hours and provides time for unpaid lunch/breaks. Permanent changes to an employee's weekly work schedule must be approved by the Executive Director. The work schedule will be reviewed on an annual basis as

part of the employment evaluation to determine if any changes are necessary to accommodate staffing needs and operational demands.

The nature of professional planning requires work obligations outside of NRPC's 8:30 – 4:30 operational hours, such as evening and weekend meetings. Under these ~~circumstances~~circumstances employees may be expected to perform work functions outside of their established work schedule. Employees are expected to notify their Program Manager and Executive Director of these upcoming obligations and to adjust their weekly schedules such that the total number of hours worked each week remains consistent with their regular base work schedule.

Subject to the approval of an employee's Program Manager and the NRPC Executive Director, NRPC may accommodate flexible schedules such as compressed work weeks, start and end time departures that vary daily, or variations in the length of the workday.

Flexible schedules shall be determined through the submission of a written flex schedule, which is to be submitted to the Executive Director for the forthcoming ~~six months~~six-month period. In determining the schedule, the Executive Director will consider the following:

1. adequate staffing in the office during business hours;
2. conflicts in desired hours are to be determined by one's tenure and rank in the organization;
3. schedules will be arranged so as to not interfere with the work schedule and productivity of other staff.

Flexible schedules shall not interfere with an employee's work requirements, as there may be circumstances where the employee will be expected to attend meetings and perform work functions that are outside of their scheduled work hours. Employees participating in a flexible hours schedule are expected to attend any scheduled staff meetings. The flexible schedule shall be modified on a six month ~~basis, or~~basis or may be modified at the discretion of the Executive Director when there are changes to the work program and/or its needs.

Breaks/Lunch

NRPC does not have a defined break policy in which operations stop for a specified period of time. It is recognized, however, that occasional pauses for rest are beneficial.

~~Therefore~~Therefore, time and occasion of short breaks of no more than 15 minutes is at the discretion of the Program Manager and employee.

All employees who work more than 5 consecutive hours will have a 30-minute unpaid lunch or eating period. Non-exempt and hourly employees working through break/lunch period must be authorized by a supervisor and paid for all hours worked. Non-exempt and hourly employees are not required to work through their meal breaks and may choose to take the unpaid time, at their option.

Office Coverage

In order to respond to community needs the NRPC office should be staffed by at least four employees during regular office hours. The staff present should be equipped to respond to

inquiries and requests to all planning disciplines, including Transportation, Land Use, Environmental, Economic Development and GIS. Ideally, there will be administrative office coverage during business hours. If that is not possible then planning staff present will be expected to cover phone and front desk responsibilities.

3.4 FLEX TIME

Exempt Employees – Flex Time

Exempt full time and part time employees are expected to work their regular schedules each week. Some weeks it is anticipated that exempt employees may need to work above and beyond their regular schedule. In general, however, exempt employees are requested to keep their hours at or around 40 hours per week, as that is the usual representation of hours to be worked in NRPC government contracts. In any week if an exempt employee anticipates that he/she will need to work in excess of 40 hours, he/she is expected to adjust their weekly schedules to accommodate night meetings and other events occurring outside of regular business hours. If this is not possible, exempt full time and part time employees, *with prior approval of the Program Manager*, may accrue “flex time” for hours worked, on an hour for hour basis, for meetings or events requiring an employee's attendance outside of, and in excess of, their regular work schedule. Flex time is not earned for additional time spent fulfilling the requirements of the job or completing routine work assignments; rather it is designed to provide a benefit when a workweek includes tasks that cannot reasonably be managed within the usual forty (40) hour time period.

Employees must track hours worked in any week in which flex time is accrued. The maximum flex time an employee may have accrued at any time is eight (8) hours.

Flex time should be used within the pay period in which it is earned. If it cannot be used within the pay period, it must be used within in the same project billing period (usually monthly unless the Executive Director or the Employee's Supervisor approves a different deadline in writing) or the time will be forfeited.

Flex time used within the pay period does not require additional documentation beyond the timesheet demonstrating the employee has completed 80 hours of work in the pay period. The use of flex time beyond the pay period will require the completion of the NRPC flex time form to document when the time was earned and when the employee uses the time. Flex time leave may be used in increments of one-half hour.

Any other accrual or use of flex time requires preapproval from the Executive Director. Flex time is a non-monetary benefit, and employees shall not be paid for unused flex time upon termination of employment.

3.5 TELECOMMUTING WORK OPTION

Telecommuting is the use of telephones and computers to enable an employee to work outside of the traditional workplace for a specified and regular number of days per week.

All regular full time and part time employees are eligible to work from home or other satellite office one or two days per week in order to accommodate scheduling, improve efficiency of the organization, and maintain a healthy work-life balance. Employees wishing to request telecommuting work option should complete and submit to their managers a Telecommuting Request Form. Specific terms and conditions of the Telecommuting Work Option are described in the Appendix.

3.6 INCLEMENT WEATHER

Under conditions of typical New England inclement weather NRPC remains open for business. It is up to each individual employee to determine his/her own capacity to arrive to work safely. When a storm is forecast, employees should anticipate the need to work remotely and be prepared with whatever office materials are required.

Should an employee determine that he or she cannot make it to the NRPC office, employees may elect to telecommute, if adequately prepared to do so, or take available leave time. Employees utilizing a telecommuting arrangement for the day must document work completed on the telecommuting task report form. On days of inclement weather, employees must promptly communicate their intentions to the Executive Director for approval and to their supervisor.

The NRPC office will close for business only under very rare circumstances. Conditions that might prompt an office closure may include on-site loss of power or state or federal declarations of emergency. Ultimately all office closures are at the discretion of the Executive Director. Notices of office closing will be posted and or announced via NRPC's website and social media accounts. NRPC may also use email or texts.

3.7 TIME SHEETS

Time Sheet Submission: Weekly time sheets, on a form and in a manner prescribed by the Executive Director, are to be kept by each employee with work program activities recorded to the nearest one-half hour or one-quarter hour if required by contract. Flex Time and Compensatory Time for meetings and other events outside of the standard office hours must be recorded on the appropriate forms and submitted with the time sheet.

All employees must submit time sheets by the end of each workweek. Altering, falsifying, tampering with time records, recording time on another employee's time record, or other inappropriate or inaccurate recording of time will not be tolerated and will result in disciplinary action up to and including termination.

Time Worked (Non-Exempt Employees): Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require NRPC to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

~~Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. Overtime work must always be approved before it is performed.~~

Non-exempt employees should report to work no more than fifteen (15) minutes prior to their scheduled starting time nor stay more than fifteen (15) minutes after their scheduled stop time without expressed, prior authorization from their supervisor. Overtime work must always be approved before it is performed.

Any changes to the weekly ~~time card~~timecard report must be initialed by the employee whose times are changed, indicating his or her agreement to the change and the accuracy of the change.

Off the clock work: Supervisors and managers are strictly prohibited from asking any non-exempt employee to work off the clock, or to work any time that has not been scheduled and pre-approved by the Executive Director. This includes during vacation time, sick time, or other leave. Non-exempt employees are required to submit all hours worked. Supervisors and managers that ask non-exempt employees to work off the clock will be disciplined, up to and including termination of employment.

Pre and post shift activities: All work-related tasks must be completed by non-exempt employees while on duty. Completing work at home or just prior to starting duty is strictly prohibited.

3.8 REIMBURSEMENT FOR EXPENSES

Employees will be reimbursed for expenses incurred on behalf of the NRPC or in fulfilling the requirements of their positions. Employees who must use their personal automobiles in the conduct of their duties will be reimbursed for such costs as tolls, parking fees, and mileage rate set by the Federal General Services Administration. Mileage is computed between the destination and NRPC office or employee residence if leaving from the residence, whichever is less. Costs for travel, meals and/or lodging expenses incurred by an employee on NRPC business out of the region must have prior approval of the Executive Director. Expense sheets, on a form and in a manner prescribed by the Executive Director, are to be kept by each employee and must be submitted before reimbursement is made for any eligible expense. Original receipts for all expenses other than mileage must be submitted with the expense sheets. Please see Appendix D for policy detail and examples.

3.9 PAY PERIOD AND PAYCHECK DISTRIBUTION

Employees are compensated on a bi-weekly basis. Paychecks are distributed on Friday to cover the pay period for the previous two weeks. Paychecks are distributed by direct deposit to a maximum of two bank accounts of the employee's choosing.

3.10 OVERTIME

Occasionally it may be necessary for an employee to work beyond his or her normal workday hours. Overtime pay is paid to non-exempt employees only when work is scheduled, approved, and made known to you in advance by your supervisor. Under no circumstances shall an employee work overtime without the prior approval of his or her supervisor.

Non-exempt employees will receive overtime pay at a rate of one-and-one-half times their regular hourly rate for all hours worked in excess of forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Time off for vacation, holiday, sick, or any other paid time off, or any unpaid leave of absence, will not be considered hours worked for purposes of performing overtime calculations.

3.11 COMPENSATORY TIME

In lieu of overtime pay, and subject to approval by the Executive Director, a non-exempt employee may request compensatory time, (to be indicated on the weekly time sheet) at a rate of one point five (1.5) hours earned for every hour worked over forty (40) in a seven day workweek, to be used as follows:

1. Compensatory time is accrued at 1½ times the overtime hours. (Ex. Overtime Hours = 5 x 1.5 = 7.5 Hours Comp Time)
2. The Executive Director shall grant the employee's request for use of authorized, accrued compensatory time within a reasonable period of time, unless to do so would disrupt the operations.
3. The amount of accrued compensatory time is limited to a maximum of 40 total compensatory hours.
4. At the end of employment for any reason, the employee will be paid for unused compensatory time at the final regular rate received by said employee or the average regular rate received by such employee during the last 3 years of the employee's employment, whichever is higher and in accordance with federal and state laws.

3.12 PAYROLL DEDUCTIONS

There are generally two (2) categories of payroll deductions: those required by state or federal law and those authorized by the employee. Payroll deductions required by state and federal law include federal withholding, income tax, social security tax, and wage garnishments required by law, such as child support payments, court-ordered payments, and IRS garnishments.

If authorized in writing by an eligible employee, then NRPC will also make payroll deductions for health and dental insurance, savings plans, retirement contributions, and other deductions permitted by applicable state and federal law.

The New Hampshire Department of Labor permits these ~~deductions, and~~[deductions and](#) requires employers to provide employees with notice of the other circumstances in which payroll deductions are permitted by law. Payroll deductions are also permitted for the following (note: we recognize that not all of the following apply in our workplace, but we are providing the whole list approved by the Department of Labor): installment payments of legitimate loans made by the employer to the employee; repayment of accidental overpayments made to the employee;

repayment of advances on vacation or other paid time off; required clothing not considered to be uniforms; voluntary rental fees for non-required clothing; voluntary cleaning of uniforms and non-required clothing; medical, surgical, hospital, and other group insurance benefits having no financial advantage for the employer; the use of a demonstrator vehicle as defined in New Hampshire RSA 261:111; payments into savings funds held by someone other than the employer; housing and utilities; strictly voluntary contributions to charity; union dues; and health, welfare, pension and apprenticeship fund contributions; voluntary contributions into cafeteria plans or flexible benefit plans, or both, as authorized by section 125 or section 132 of the Internal Revenue Code of 1986, as amended; and voluntary payments by the employee for the following: child care fees by a licensed child care provider, parking fees, and/or pharmaceutical items, gift shop, and cafeteria items purchased on the site of a hospital by hospital employees; recovery of tuition for non-required educational costs; payments for the employee's use of a qualifying health or fitness facility; and contributions to a political action committee; legal plans and identity theft plans without financial advantage to the employer when the employee has given his or her written authorization and deductions are duly recorded; and for any purpose on which the employer and employee mutually agree that does not grant financial advantage to the employer, when the employee has given his or her written authorization and deductions are duly recorded (the withholding shall not be used to offset payments intended for purchasing items required in the performance of the employee's job in the ordinary course of the operation of the business.).

Payroll Deductions for Exempt Employees

NRPC complies with all federal and state laws with regard to deductions from paychecks, including deductions from the salaries of exempt employees. In accordance with the laws, salaried exempt employees receive a predetermined salary which is not subject to reduction because of variations in the quality or quantity of work ~~performed, and performed and~~ is not subject to reduction for absences requested by NRPC or due to the operating requirements of NRPC.

NRPC recognizes that under federal and state law there are only limited reasons for which an exempt employee's salary for a pay period can be subject to deductions. NRPC prohibits deductions from salaries that are inconsistent with an employee's exempt status.

Exempt employees should note that salaries are subject to modification from time to time such as at compensation review time, when an employee's position or responsibilities change, and at other appropriate times.

Exempt employees should also note that it is permissible for an employer to apply paid time off to partial or full day absences for personal reasons, sickness, or disability, and that applying paid time is not considered a deduction from salary.

3.13 TEMPORARY SUCCESSION OF AUTHORITY

In the event that the Executive Director is absent for a prolonged period of time due to illness or other circumstance, the Assistant Director shall act on his/her behalf to continue routine supervision of Commission activities. In the absence of the Executive Director, all personnel actions and management decisions must have the concurrence of the Executive Committee. During any period when no Executive Director is employed by the NRPC, the Executive Committee shall assume the authority and may delegate some or all of the responsibilities to appropriate staff.

3.14 COMMUNICATIONS WITH THE PRESS OR MEDIA

The press or media may contact NRPC for comment or information. It is imperative that one person speaks with the press/media to deliver an appropriate message and to avoid giving misinformation in any media inquiry. Any and all inquiries from the media and/or a reporter should be referred to the Executive Director. All employees are expected to adhere to this policy.

3.15 NRPC SOCIAL MEDIA

NRPC uses various public social media channels as an informal way to provide Commission information to stakeholders. Primarily, social media postings consist of short descriptions of events and work happenings at the Commission and other organizations whose mission aligns with NRPC. Social media content is prepared at the discretion of NRPC and is intended to supplement other means of communication and public outreach. Social media does not replace any of the Commission's official public notifications. NRPC will not use these channels to collect official public input. NRPC reserves the right to moderate and/or remove any harassing activity that detracts from effective information dissemination.

4.0 TERMS OF EMPLOYMENT

4.1 EMPLOYMENT CLASSIFICATION

It is the intent of these Personnel Policies to clarify the definitions of employment classifications so that all employees understand their employment status and benefit eligibility. An individual employee may occupy more than one employment category. The following categories do not imply employment for any specified period of time. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by NRPC's Executive Director.

REGULAR FULL-TIME employees are those who are not classified as temporary and who are regularly scheduled to work the standard office hours of forty (40) hours per week. Generally, they are eligible to receive NRPC's full benefit package subject to the terms, conditions and limitations of each benefit program.

REGULAR PART-TIME employees are those who are not classified as temporary and who are regularly scheduled to work less than the standard office hours but at least 20.4 hours per week. They shall receive benefits such as Social Security and Workers' Compensation Insurance, as well as annual and medicalsick leave on a prorated basis, and they are also eligible for the other benefits offered by the NRPC at the discretion of the Executive Director subject to the terms, conditions and limitations of each benefit program.

PART-TIME employees are those who are not classified as temporary and who are regularly scheduled to work less than 20.4 hours per week. While they may receive benefits such as Social Security and Workers' Compensation Insurance, they are ineligible for other NRPC benefits, unless specifically noted in the offer of employment or otherwise in writing by the Executive Director.

EXEMPT employees are those who are independently performing technical, professional or administrative functions, working the hours necessary to fulfill the requirements of their positions and to complete all assigned tasks, and who are not covered by the Fair Labor Standards Act overtime pay provisions. Exempt employees are responsible for completing all assigned ~~tasks,~~ and tasks and may be required to work in excess of forty (40) hours per week in order to fulfill the requirements of their position. Exempt employees are generally paid on a salary basis with their salary designed to cover them for all hours worked.

NON-EXEMPT employees are those whose duties are clerical, paraprofessional or support in nature and who are required by the Fair Labor Standards Act to be paid overtime at a rate of one and one-half times their regular rate of pay for all hours worked beyond forty hours in a work week.

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force or to assist in the completion of a specific project. Assignments in this category are of a limited duration, and continued employment beyond any initially stated period does not imply a change in employment status. While they shall receive all legally mandated benefits such as Social Security and Workers' Compensation Insurance, they are ineligible for other NRPC benefits. Exceptions may be made at the discretion of the Executive Director.

4.2 JOB ADVANCEMENT

It is the intent of the NRPC to provide opportunities for advancement within the organization wherever practical. NRPC publishes a guideline of positions intended to classify employees based on their longevity within the organization. New employees may be hired at any level, based upon available job opportunities and the employee's education and professional experience. Employees who have completed six (6) months of service in their current position and who are interested in a position that is currently available should notify their immediate supervisor.

4.3 COMPENSATION

Salaries and hourly wages shall be established and modified by the Executive Director within the constraints of the resources allocated in the annual operating budget.

4.4 SEPARATION

Employees are reminded that all employment relationships with the Commission are on an "at will" basis. Although the Commission hopes that all relationships with employees are long-term and mutually rewarding, the Commission reserves the right to terminate the employment relationship at any time with or without cause, reason or notice.

VOLUNTARY RESIGNATION is initiated by an employee through communication to the Executive Director followed by the transmittal of a letter of resignation. Employees are urged to notify the Executive Director at least four (4) weeks in advance of their intended date of termination. Employees who plan to retire are urged to provide at least eight (8) ~~weeks notice~~ weeks' notice. Proper notice, which will include working through the notice period without absence, will allow the Commission sufficient time to calculate all accrued wages and expense reimbursements which the employee may be entitled to and ensure proper staffing for the Commission.

REDUCTION IN FORCE may occur when a position is discontinued because of the termination of a project, reduction or loss of a funding source or when otherwise necessitated by the financial circumstances of the NRPC. Every effort will be made to provide the employee with notice of at least one month in advance.

INVOLUNTARY DISMISSAL is the termination of an employee with or without cause, or with or without notice, at the discretion of the Executive Director, or in the case of the Executive Director, at the discretion of the Commission.

5.0 EMPLOYEE CONDUCT

5.1 RULES OF CONDUCT AND DISCIPLINARY ACTIONS

All employees shall conduct themselves in a manner that reflects well on the position of the NRPC within the region and that protects the interests, reputation and safety of the Commission, its constituents and all of its employees. Professional Planners and staff are expected to adhere to the American Institute of Certified Planners Code of Ethics and Professional Conduct included in Appendix A. Disciplinary action will be administered at the discretion of management depending upon the severity of the inappropriate behavior, the frequency of such actions and the circumstances surrounding such behavior and will be documented in the employee's personnel file. Discipline can include verbal warnings, written warnings, probationary periods, suspension with/without pay, or the termination of employment. NRPC does not guarantee that one form of disciplinary action will necessarily precede another, and NRPC reserves the right to skip or repeat forms of disciplinary action within its discretion. While it is not possible to list all forms of unacceptable behavior, the following are examples of infractions that may result in disciplinary action, up to and including termination of employment:

- Conviction of a felony.
- Appearing for or working under the influence of alcohol or drugs (controlled substances).
- Possession or distribution of alcohol or drugs (controlled substances).
- Unauthorized possession of firearms.
- Fighting and/or attempting to injure or recklessly endangering others.
- Willful insubordination or disrespectful behavior.
- Willful falsification of claims for vacation, sick leave or compensatory time.
- Stealing, embezzlement, or wrongful destruction of NRPC property.
- Using one's position for personal gain outside of the scope of employment.
- Falsifying information of the employment application or resume.
- Falsifying information on a timesheet or any other report.
- Failure to accept a duty assignment except for demonstrated and legitimate health or safety reasons.
- Loss of driver's license or other operator's permit or certification for those positions requiring such license or permit, or for those employees who depend upon driving their own automobile to gain access to work or work related meetings.
- Failure to perform assigned duties.
- Offensive conduct or language which could reflect negatively on the employee or the Commission.
- Repeated lack of cooperation with other employees or members of the public.
- Demonstrated inability to perform duties and responsibilities required for the position.
- Violation of the Code of Ethics of the American Institute of Certified Planners as determined by the Executive Director.
- Reoccurring unauthorized absenteeism or tardiness.
- Violation of any policy set forth herein.

This list is not all ~~inclusive, but~~inclusive but does provide some examples of the types of conduct that will typically lead to termination for cause and are considered misconduct. NRPC emphasizes that discipline and termination decisions will be based on an assessment of all relevant factors.

5.2 ATTENDANCE AND PUNCTUALITY

To maintain a productive work environment, employees are expected to be reliable and punctual in reporting for work. Furthermore, employees are expected to work to their scheduled finish time at the end of their shift. Absenteeism and tardiness place an undue burden on the Commission, on management and on the other employees of the NRPC. In those instances when absence or tardiness is justified and cannot be avoided, the employee must notify their supervisor via a telephone conversation (texting is permitted if approved by the supervisor) and must also notify the office as soon as possible in advance of the anticipated absence or tardiness. Poor attendance and excessive tardiness are ~~disruptive~~disruptive, and either may lead to disciplinary action, up to and including dismissal.

Supervisors have the responsibility of monitoring the attendance of employees in their departments and utilizing the steps available to counsel and correct employee attendance problems.

Employees who are absent three or more consecutive days due to illness, injury, or any other physical or mental condition may be requested to submit a note from a healthcare provider supporting the absence and releasing them to return to work.

Absent of an emergency that prevents an employee from contacting the office, employees who do not call or show up for work for two (2) days will be subject to discipline up to and including immediate termination, and NRPC reserves the right to terminate for any unexcused absences.

5.3 PERSONAL APPEARANCE

Personal cleanliness, grooming and dress contribute to the morale of all of NRPC's employees and affect the business image that the Commission presents to its constituents and associates. When in the conduct of NRPC business, all employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions and duties; no torn or worn out clothing. An employee who appears for work inappropriately groomed or dressed may be sent home and directed to return with the proper personal appearance. Under such circumstances, the employee may not be compensated for time away from work. Any questions regarding appropriate dress or proper personal appearance should be addressed to your Program Manager or the Executive Director.

Acceptable Attire for Men includes: Dress shirts, collared shirts, slacks/khakis (no jeans), appropriate footwear and optional tie/suit coat. Footwear should not include flip flops or athletic footwear. The optional suit coat and tie may be required for meetings as appropriate.

Acceptable Attire for Women includes: Blouses and shirts, skirts and dresses of appropriate length, slacks/khakis (no jeans), appropriate footwear, and optional business suit. Footwear should not include flip flops or athletic footwear. The optional business suit may be required for meetings as appropriate.

Special Request Attire: Management reserves the right to request upgraded attire, if necessary.

EXCEPTIONS TO THE ABOVE: Casual days: Fridays are typically “casual days,” unless the office, or a particular employee, will be having contact with a client or NRPC Commissioners that

day. “Casual Days” means that employees may wear jeans, clean and neat T-shirts, clean and neat athletic footwear and appropriate casual clothing by both genders.

All attire must be in good taste and not be revealing or inappropriate in design or logo. Kindly consult management if you have any questions regarding the dress or grooming standards.

Field work: Employees who will be working in the field must wear closed toed shoes; they may wear jeans or shorts, if the shorts are of a modest length; short sleeved shirts are also permissible (no sleeveless shirts).

5.4 OUTSIDE EMPLOYMENT

No employee shall engage in any competing or conflicting outside employment or consultation. No employee, on his or her own behalf, shall provide any form of consulting service to any community, or any private entity doing business, within the NRPC region. No employee shall participate, or be involved in any fiduciary manner, in any outside employment or business arrangement that constitutes an actual or potential conflict of interest in the judgment of the Executive Director. Employees shall not receive any income or other material gain for materials produced or services rendered while in the conduct of their duties at NRPC.

Employees shall make a written request to the Executive Director seeking a determination from the Executive Director regarding conflicting outside employment (including volunteer positions) prior to applying. The Executive Director shall respond to the request in writing. Should the employee gain the outside position sought, he or she shall notify the Executive Director in writing.

After notification of the Executive Director, employees may hold other outside employment as long as they satisfactorily meet the performance demands of their position with NRPC. All employees will be judged by the same standards and will be subject to the same scheduling demands regardless of any outside obligations. If, in the judgment of the Executive Director, an employee's outside employment in any way interferes with performance, ability to meet requirements or in any way reflects negatively on the Commission, the employee may be asked to terminate the outside employment if he/she wishes to remain with the NRPC.

Employees may not use NRPC's premises, resources, equipment, telephones, furnishings or supplies for any outside work. Exceptions may be made with the prior approval of the Executive Director provided that all costs incurred by the Commission are reimbursed.

5.5 CONFLICT OF INTEREST

Employees are prohibited from serving as an officer, director, trustee, employee, agent or representative of any organization which may have a business association with the Commission. Employees shall maintain complete impartiality in conducting Commission business and shall not give preferential treatment to any individual or entity in the conduct of their duties. Employees shall not use privileged information for their own gain, nor shall they provide such information to family, friends, associates or organizations with which they may be affiliated.

All planners within NRPC are expected to conduct their professional activities in accordance with the Code of Ethics and Professional Conduct of the American Institute of Certified Planners (Appendix A).

5.6 POLITICAL ACTIVITY

Employees are encouraged to be active participants in their community. However, employees must exercise judgment in excusing themselves from groups or decisions that might influence their work at the NRPC. Likewise, the Director may prohibit participation in any volunteer, elected or appointed position that directly interferes with the work of the NRPC.

NRPC employees may hold elected and appointed positions in their respective ~~communities,~~ ~~but communities~~ but should generally abstain from votes in areas which may conflict or involve NRPC business. This should not be interpreted to limit an employee's rights to participate in political or partisan process at a local, state or national level. However, electing to do so shall not interfere with the normal operations of the Commission, and all such activity shall not occur during the employee's normal working hours.

5.7 HONORARIA AND GIFTS

Employees shall not accept gifts of cash, goods, entertainment or services from individuals or organizations with whom the NRPC has, or may have, a business contact. Employees shall not accept gifts of any kind from any individual or entity attempting, or with the potential, to influence the decisions of the NRPC or the activities of its employees. Honoraria or other rewards offered to an employee for services rendered in the conduct of their duties or in representing the Commission may not exceed \$25 in value.

5.8 USE OF TELEPHONES, EMAIL, INTERNET AND EQUIPMENT

The primary purpose of phone, computer, use of Internet and email is for NRPC business. Employees may have limited use of office telephones and email in the conduct of personal matters during non-working hours provided that such use in no way interferes with the completion of assigned tasks. Employees are required to reimburse NRPC for all charges resulting from their personal use of the telephones.

NRPC has the right, but not the obligation, to monitor an employee's use of the phone, email, Internet and other electronic devices used for work purposes. Employees should not expect privacy in the use of equipment, technology or systems used for NRPC business and should instead expect that their e-mail messages, voicemail messages, computer, texts and Internet use, and other use of the NRPC's electronic resources is not confidential and may be monitored/reviewed, and may be subject to reproduction under RSA 91-A.

Inappropriate use of the electronic resources is prohibited and subject to NRPC's disciplinary and code of conduct policy. Examples of inappropriate use include, but are not limited to, the following:

- The creation, display, viewing, or sending of any kind of sexually explicit image or document on any NRPC system is a violation of our policy on sexual harassment. In addition, sexually explicit material may not be stored, distributed, edited, or recorded using the NRPC's network, voicemail or computing resources.
- The use of NRPC e-mail, voicemail, the Internet, or other IT resources for personal gain, political, religious, or charitable campaigning, soliciting for non-NRPC outside

organizations or commercial ventures, selling Internet or other carrier access time, unless authorized by the Executive Director.

- The creation and/or forwarding of any disruptive or potentially offensive messages and/or pictures, which may cause offense to any person or group, including those protected by NRPC's EEO policy.
- Frequenting websites on the Internet unrelated to your job responsibilities and/or NRPC business.

The ultimate responsibility for assuring correct use of the NRPC e-mail and internet systems and other IT resources belongs with every user.

Unauthorized access of NRPC IT resources is also prohibited. Employees are not permitted to use a code, access a file, or retrieve any stored communication unless authorized to do so or unless they have received prior clearance from an authorized NRPC representative.

Use of another employee's account, ~~user name~~username, or password, or accessing another's files without their consent (by anyone other than authorized representatives of NRPC) is strictly prohibited. Obtaining, or trying to obtain, other users' passwords, or using programs that compromise security in any way is prohibited.

Passwords are required for many of the applications of NRPC's information technology and users may be required to change passwords periodically for security purposes. All information system accounts and associated user ~~accounts and~~accounts and passwords are the property of NRPC. No employee may use a passcode, password, or voice mail access code that has not been issued to that employee by NRPC or that is unknown or unknowable to NRPC, or that prevents NRPC management from gaining access. Users of NRPC's computers, network, and other IT resources must take reasonable precautions to prevent unauthorized access to NRPC's IT resources. Passwords should not be divulged to unauthorized ~~persons, and~~persons and should not be written down or sent over the Internet, Intranet, e-mail, or any other communication line.

Abuse of electronic communications by an employee may result in disciplinary action, up to and including termination.

5.9 WEB, SOCIAL MEDIA and CELL PHONE USE

Web: To support organizational marketing and information dissemination, NRPC may, at times, post images, videos, and/or information about staff and their projects and activities on the official NRPC website, electronic communications such as the email newsletter, and/or on social media sites. By agreeing to these Personnel Policies NRPC is authorized to use images, videos, and/or information about staff and their projects and activities.

Personal cell phone use: The following rules apply at all times for personal phones:

- The use of a phone for any action while driving for NRPC business is prohibited
- The use of cell phones within earshot of someone else's working space during working hours is not allowed
- The use of a phone during staff meetings, commission meetings or other NRPC events is prohibited unless that use is in support of the meeting purpose or related to a personal emergency

- The download or upload of inappropriate, illegal or obscene material through the NRPC internet connection is prohibited
- The use of a cell phone's camera or microphone to record confidential information is strictly prohibited
- Employees must turn off their phones or keep them on vibrate whenever asked
- Playing games on the cell phone during working hours is prohibited

NRPC does not require its employees turn off their phones while at the office. Employees are allowed to use their phones; however, employees must comply with New Hampshire's "hands free" driving law and limit the personal use of their cell phones during work hours.

Social Media: NRPC understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for NRPC.

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log, or blog, journal or diary, personal website, social networking or affinity website, web bulletin or a chat room, whether or not associated or affiliated with NRPC, as well as any other form of electronic communication. The same principles and guidelines found in these Personnel Policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects clients, vendors, people who work on behalf of NRPC or NRPC's legitimate business interests may result in disciplinary action up to and including termination.

6.0 EMPLOYEE BENEFITS

6.1 HOLIDAY LEAVE

All regular full-time employees shall be granted time off with pay for the following designated official holidays:

New Year's Day	Labor Day
Presidents' Day	Columbus Day
Martin Luther King, Jr. Day	Veterans' Day
Memorial Day	Thanksgiving Thursday & Friday
Independence Day	Christmas Day

Where these designated holidays are observed on different dates by different units of government, the Executive Director shall determine the date of NRPC's observance. When a designated holiday occurs during an eligible employee's paid absence, such as vacation or sick leave, holiday leave will be substituted.

~~Part-time benefit eligible~~Regular part-time employees are entitled to holiday pay ~~for at~~ a pro-rated ~~amount~~number of hours (e.g., ~~if an employee typically works 24 hours per week (4 days/week), he/she may take 6 "floating" holiday hours that same week if an employee typically works 20 hours per week, he/she will receive 4 hours holiday pay for each designated holidays). A designated holiday that falls outside of an employee's regular schedule may be used another day in that same week.~~ -The schedule for the week may be adjusted to accommodate the total regular hours for the work week.

Temporary and part-time non-benefit eligible employees are not eligible to receive holiday pay.

Employees will not receive holiday pay for any holiday that occurs during the period for which an employee is on a leave of absence.

Holiday pay is not considered actual hours worked for purposes of overtime calculations.

6.2 ANNUAL LEAVE

All regular full-time employees earn personal time off with pay at the rate of one day per month or twelve days per year of paid service starting from the date of hire. Employees with five years of service begin accruing annual leave on their anniversary date at the rate of one and one-quarter days per month of paid service with one-quarter day per month additional earned for each additional five years of service.

<u>YEARS</u>	<u>DAYS/MONTH</u>	<u>DAYS/YEAR</u>
0-4	1	12
5-9	1¼	15
10-14	1½	18
15-19	1¾	21
20-24	2	24
25-29	2¼	27

At the Executive Director's discretion, upon hire, an employee may be granted leave starting at a higher seniority level.

~~All~~Regular part-time employees accrue annual leave by the above formula pro-rated based on ~~to~~ their individual work schedules. For example, an employee working 20 hours per week would accumulate annual leave ~~at 50~~at 50% of the rate of a ~~full-time~~full-time employee with an equivalent number of years of service.

Employees shall apply for annual leave on a form and in a manner prescribed by the Executive Director. In order to maintain adequate office coverage, requests may be approved on a first come, first served basis with preference given to the employee with the greatest seniority. Annual leave may be used in minimum increments of one-half hour. Employees may not receive any other form of compensation in lieu of taking annual leave. Annual leave may be carried over from year to year and in no circumstances may more than thirty (30) days be carried over (pro-rated for part-time employees).

Monetary payment for accrued annual leave is made only upon termination as provided herein. At termination employees in *good standing* will receive monetary payment for accrued annual leave up to a maximum of 20 days or 160 hours (pro-rated for part-time employees); any amount above the maximum shall be forfeited. Good standing means that the employee has provided any requested advance notice of resignation or retirement, has returned any and all NRPC property, and the employee is not terminated for cause. In the event of the death of an employee who has accumulated annual leave, payment shall be made to the beneficiary as listed in the employee's personnel file in an amount equal to their accumulated annual leave up to a maximum of 20 days or 160 hours (pro-rated for part-time employees). An employee's request for leave at end of employment may not be approved. Employees who are not in good standing at termination, or notice of termination, shall forfeit any accrued but unused annual leave.

If necessary, the Executive Director may deny a request for use of annual leave when approving such a request is not in the best interests of the Commission or conflicts with upcoming Commission workload. In such cases the Commission is not responsible for any costs incurred by the employee prior to the Executive Director's decision on the annual leave request.

6.3 MEDICAL LEAVE

All regular ~~full-time~~ or and regular part-time employees will be eligible for medical leave. Medical leave shall not be considered a privilege that an employee may use at his or her ~~discretion, but~~discretion but shall be allowed only in the case of necessity and the actual illness or disability of the employee. Medical leave may also be used because of the illness in the employee's immediate family, or to take physical or dental examinations or other types of medical or dental treatment. Policies regarding the use of medical leave to care for an immediate family member are found in the following section.

Medical leave is earned at a rate of one day per month of paid service starting from the date of hire. Medical leave for regular part-time employees will be calculated on the percentage of hours worked compared to the normal workweek for the Commission. Employees may accrue medical leave to a maximum of 90 days; once the maximum is reached the employee will cease accruing until the balance drops below 90 days. Medical leave may not be used before it is accrued. Medical leave may be used in increments of one-half hour. Employees may not receive any other form of compensation in lieu of taking medical leave and shall not be compensated for

accrued but unused medical leave upon separation of employment for any reason, and instead it shall be forfeited.

Medical emergencies notwithstanding, employees who are unable to report to work due to illness or injury must notify their supervisor as well as the office before the start of their workday and on each additional day of absence. If an employee is absent for more than three consecutive days, a health care provider's verification may be required by the Executive Director as a condition of eligibility for receiving the medical leave benefit. Any abuse of medical leave by an employee could result in this privilege being denied that individual and/or discipline up to and including termination of employment.

6.4 MEDICAL LEAVE FOR CARE FOR IMMEDIATE FAMILY MEMBERS

Employees may use up to 12 days of medical leave (see Section 6.3) during any "rolling" ~~12 month~~ **12-month** period for care for immediate family members. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins a Medical Leave for a family member. Leave for the care of immediate family members is not additional medical leave, but a separate category of allowed uses of medical leave per Section 6.3 accumulated per the policy above. Such care of immediate family members will include medical appointments, illness or medical needs of an immediate family member; prenatal or postnatal care; or for purposes of caring for a new baby or adoptive/foster child after placement. Immediate family members are defined as a spouse, parent, legally dependent child or any person living in the employee's household. The Commission shall maintain a record of medical leave that is used for medical appointments, illness or medical needs of immediate family members. Any employee that exceeds the allowed 12 days that can be used for such purposes will be required to substitute with annual leave.

6.5 SPECIAL LEAVE

BEREAVEMENT LEAVE - An employee may be granted up to three (3) days per occurrence of paid leave whose absence is associated with the loss of an immediate family member. For the purposes of bereavement leave an immediate family member is defined as a spouse, parent, child, sibling, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any person living in the employee's household. NRPC reserves the right to request document to support this leave.

COURT OR JURY LEAVE – An employee summoned to jury duty or for any other required appearance before a court, not resulting from his/her own request or violation of the law, will be granted a leave of absence. NRPC shall pay the employee his/her regular wages for up to ten (10) days of jury or other court duty, and then any remaining jury or witness service will be unpaid, unless payment would otherwise be required by federal or state law. In order to receive pay from NRPC for jury or court leave, the employee must sign over to NRPC his/her compensation received from the court or otherwise for such service for the same time period. An employee who receives a jury notice or subpoena to testify should notify the Executive Director and/or his or her program manager immediately.

When an employee is not scheduled for jury duty or is released early during the day, it is expected that the employee will report to work.

COMMUNITY SERVICE LEAVE – In an ~~effort~~ to benefit our employees and communities, NRPC supports employee volunteer participation in projects and organizations that contributed to the vitality of the communities where our employees live and work. NRPC will provide employees 8 hours paid leave time per fiscal year to support volunteer activities (pro-rated for part-time employees) not ~~chargeable~~ to annual or sick leave accruals. Community Service Leave must be approved in advance by the Executive Director and contingent upon agency needs, workload, and the performance of each staff member. Leave time may be used for efforts that benefit the community at large and may include, but are not limited to, mentoring, serving as a guest lecturer, volunteering with community service agencies, or work with local environmental protection efforts. Community Service Leave time is not intended for activities that include political action or lobbying, involvement in school social or sporting events, faith based religious gatherings, participation in recreational clubs or events, or use in place of annual or sick leave.

FAMILY AND MEDICAL LEAVE ACT – To the extent required by law, NRPC will permit eligible employees to take an unpaid leave of absence pursuant to the Family and Medical Leave Act ("FMLA"), and be restored to the same or an equivalent position upon their return to work for any of the following reasons:

- (1) The birth of the employee's child and to care for the newborn child (leave must be taken within twelve (12) months of the birth of the child);
- (2) The placement of a child with the employee for adoption or foster care, and in order to care for the newly placed child (leave must be taken within twelve (12) months of the adoption or placement of the child);
- (3) The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self-care and the employee is needed for such care ("covered family members");
- (4) The employee's own serious health condition that renders the employee unable to perform his or her job;
- (5) A "qualifying exigency" (as defined in the Department of Labor Regulations) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on "covered active duty" or has been notified of an impending call or order to "covered active duty" in the United States Armed Forces;
- (6) The employee is a spouse, son, daughter, parent, or next of kin of a "covered service member" (as defined in the Department of Labor Regulations) who has a serious injury or illness and the employee is needed to care for such person.

Eligibility Requirements: To be eligible for FMLA leave, an employee must satisfy both of the following conditions:

The employee must have worked for NRPC for at least twelve (12) months, and must have performed at least 1,250 hours of work in twelve (12) months prior to a leave request; and

At the time leave is requested, the employee must either: (a) work at a site where the NRPC employs 50 or more employees or (b) work at a worksite where the NRPC employs less than 50 employees if 50 or more employees are employed within a 75 mile radius of the worksite. [*NRPC is required to maintain this policy, even though it is unlikely that any of its employees will ever be eligible for this leave due to the employee count. Please see the Non-FMLA Medical Leave policy that follows.]

Leave Entitlement: If an employee takes FMLA leave for a reason stated in paragraphs (1)-(5), above, the employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month

period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks the employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the "Available Leave Weeks").

If an employee takes FMLA leave for the reason stated in paragraph (6), above, the employee may take up to twenty-six (26) weeks of unpaid FMLA leave within a single 12-month period. This 12-month period begins on the first day of leave.

An employee who takes FMLA leave for a reason stated in paragraph (6), above, will be limited to a combined total of twenty-six (26) workweeks of leave for any FMLA-qualifying reason during the single 12-month period. The leave entitlement described in paragraph (6) above is to be applied on a per-covered-service member, per injury basis such that an eligible employee may be entitled to take more than one period of twenty-six (26) workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious illness or injury, except that no more than twenty-six (26) workweeks of leave may be taken within any single 12-month period.

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

Any questions relative to FMLA leaves, including eligibility requirements, should be directed to Executive Director.

NON-FMLA FAMILY MEDICAL LEAVE: The Commission will grant all regular full-time and regular part-time employees, both male and female, working 20+ hours per week or more up to twelve (12) weeks of unpaid Non-FMLA Family Medical Leave of Absence during any twelve-month period to care for a newborn child during the first twelve months after birth; the placement of a child for adoption or foster care within twelve months after placement; to care for the employee's spouse, son, daughter, or parent with a serious health condition; or, to attend to the employee's own serious health conditions involving inpatient care or continuing treatment which causes the inability to perform his/her job.

Employees may be required to use any accrued, unused paid time off (including annual and medical) days during non-FMLA Family ~~Medical~~ Medical Leave unless the non-FMLA leave is otherwise paid through workers' compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the non-FMLA Family leave period. Also, the employee's non-FMLA Family Leave may run concurrently with other types of leave.

During an approved non-FMLA Family leave, the Commission will maintain the employee's health benefits under the same terms and conditions applicable to employees not on leave.

If paid leave is substituted for unpaid non-FMLA leave, the NRPC will deduct the employee's portion of the health plan premium as a regular payroll deduction.

If an employee's leave is unpaid, or is paid through workers' compensation, short-term disability benefits, or other benefits not provided through the NRPC's payroll system, the employee must pay his or her portion of the premium by making arrangements with the Commission.

Health and other benefit coverage may be canceled if the employee's premium payment is more than thirty (30) days late.

If an employee elects not to return to work at the end of the leave, the employee will be required to reimburse the NRPC for the cost of the premiums paid by the NRPC for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or because of other circumstances beyond the employee's control. If the non-FMLA leave is for a condition that is covered under the NRPC's short or long-term disability insurance, covered employees may apply for benefit coverage.

Benefit entitlements based on length of service will be preserved at the level earned as of the commencement of the ~~leave, but~~ leave but will not accrue further during the leave period. For example, an employee on leave will not accrue additional annual and medical.

Employees should provide as much advance notice as possible for the ~~leave, and~~ leave and submit requests to the Executive Director.

The Executive Director may require a certificate or letter from the appropriate physician or health care provider. Such certificate or letter must certify the illness and ~~it's~~ its seriousness as well as the expected duration.

If medically necessary, a leave relating to a serious health condition may be taken intermittently or by reducing the usual number of hours worked per week or per day. When both spouses are employed by the Commission, the total number of workweeks of family leave of absence utilized by both spouse combined will be limited to 12 workweeks if the leave is taken because of the birth of a son or daughter and in order to care for the son or daughter, the placement of a son or daughter with the employee for adoption or foster care, or to care for a sick parent of one of the employees if the parent has a serious health condition.

At the conclusion of leave, an employee will be restored to the position he/she held at the time the non-FMLA family leave of absence began or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment, unless the employee's position would have been otherwise eliminated during the leave.

Confirmation of Familial Relationship: Employees requesting a leave of absence based on a familial relationship may be required to provide reasonable documentation or statement of family relationship. This documentation may take many forms including, but not limited to, a child's birth certificate, a court document, etc.

Reporting While On Leave: If an employee takes leave because of his or her own serious health condition, to care for a covered family member with a serious health condition, to care for a covered service member with a serious illness or injury, or for a qualifying exigency, the employee must contact the office of the Executive Director on a regular basis to provide updates about the status of the need for leave (e.g., the medical condition of the employee or the individual for whom the employee is caring, or other circumstances necessitating leave) and the employee's intention to return to work. In addition, the employee must give notice as soon as

practicable (within two (2) business days if feasible) if the dates of leave change or are extended or initially were unknown.

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

This leave shall run concurrent with any other leave provided for in these Personnel Policies and/or required by law. Any questions regarding this policy should be directed to the Executive Director.

MATERNITY LEAVE – NRPC complies with, and as conditions permit exceeds the level of employee benefits provided by, the NH Maternity Leave Law that provides female employees with unpaid leave for the period of temporary disability resulting from pregnancy, childbirth, or related medical conditions. NRPC is committed to protecting the job rights of employees absent on Maternity Leave.

A maternity leave begins when an employee is medically determined to be disabled and ends when she is medically able to return to work.

The employee may be asked to provide certification of her disability and reasonable recertification as deemed necessary by the NRPC. The employee must promptly comply with any such requests so that the NRPC may determine her eligibility for leave. If a requested certification is not forthcoming, the NRPC will not be able to determine eligibility for leave, and the leave may be delayed or ultimately denied. Employees on maternity leave may also be eligible for short-term disability benefits.

Employees on maternity leave will be allowed to continue to participate in our health insurance benefit for the calendar month during which the leave begins. When that calendar month expires, the employee may continue medical insurance coverage by making arrangements with the Executive Director to pay the entire amount of the appropriate monthly premium in advance each month.

Employees will not accrue annual or medical time while they are on maternity leave that is not being paid by the Commission. In other words, if an employee is receiving pay through already accrued annual or medical leave time, time will continue to accrue, but accruals will stop for any unpaid period of the leave, including periods during which the employee is receiving income from sources other than the Commission (such as disability benefits).

If an employee fails to report to work or contact the Commission on the scheduled date of return from an approved maternity leave of absence, it will be assumed that the employee has voluntarily quit and her separation from employment will be processed.

MILITARY LEAVE – NRPC is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the NRPC's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or

her rights under applicable law or this policy. NRPC will comply with the requirements under the Uniformed Services Employment and Reemployment Rights Act of 1994.

PERSONAL LEAVE WITHOUT PAY - In unusual circumstances and in the best interest of the NRPC, an employee may be granted a period of leave from NRPC without pay at the discretion of the Executive Director. During any leave without pay, the employee would be responsible for all costs of insurance benefits if they are to be continued, and benefit accruals would be suspended. To request a personal leave of absence, please contact the Executive Director. You shall provide a written request for the leave and/or a health care provider's certificate stating the reason for the leave and the expected date of return to work. If granted, personal leaves typically will not exceed thirty (30) days. An employee who has taken leave for medical reasons must submit a fitness for duty certificate from his or her health care provider before reinstated to work.

We will make reasonable efforts to reinstate employees returning from personal leaves to the same or similar job as held prior to the leave of absence, subject to our staffing needs and other requirements. Please understand that we cannot guarantee reinstatement from a personal leave. If the Commission is not able to reinstate an employee returning from leave, the employee's employment will be terminated, and the employee will remain eligible to apply for employment in the future. If an employee fails to return to work following the expiration of the leave, the employee will be considered to have voluntarily resigned from his or her employment with NRPC.

6.6 INSURANCE COVERAGE

NRPC is proud to offer insurance benefits to eligible employees. This policy briefly summarizes the current benefits plans maintained by the Commission for eligible employees. Our benefits plans, premiums, and employer contributions are reviewed periodically and are subject to change and/or elimination. If any questions arise regarding the implementation or interpretation of any benefit plan, the terms and conditions of the actual plan documents and summary plan descriptions will control rather than the summaries contained in this policy. As mentioned above, this personnel policy is not contractual in nature and does not guarantee any continuance of benefits.

For more information about specific costs and coverages, employees should consult the plan documents and summary plan descriptions available from the Executive Director.

SSI & UNEMPLOYMENT - The NRPC participates in both the Social Security and Unemployment Insurance programs as required by law, and all employees are covered.

WORKER'S COMPENSATION - The NRPC participates in the Worker's Compensation program covering any work-related injury or health related condition sustained by an employee, as determined by the Commission's workers' compensation carrier. An employee who sustains a [work related/work-related](#) injury or occupational illness must inform the Executive Director immediately no matter how minor it may appear, and in any event, not later than within twenty-four (24) hours of the injury or illness. The employee also must complete an incident report or other required insurance forms. NRPC will not tolerate any retaliation against employees who report injuries or illnesses in accordance with this policy or who seek workers' compensation benefits for work-related injuries and illnesses.

Neither the Commission nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity, even if sponsored by the Commission.

Employees with work-related injuries may also be entitled to temporary alternative duty in accordance with New Hampshire's workers' compensation laws. Please refer to our Temporary Alternative Duty Policy for more information.

Employees who are unable to work as a result of work-related injuries may qualify for a leave of absence under one of our leave policies. If an employee does not qualify for a leave of absence, then the employee may be administratively separated from employment, subject to the right of reinstatement under the workers' compensation laws, if applicable.

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

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

HEALTH INSURANCE - All ~~r~~Regular full-time and regular part-time employees are eligible to participate in the group health insurance plan offered by the NRPC. NRPC presently contributes to offset the cost of the premium at a rate determined by the Executive Director. The percentage contributed by NRPC will vary annually depending on the cost of the selected health plan and the constraints of the resources allocated in the annual operating budget. The Commission contribution shall be reduced proportionately for employees with regularly scheduled weekly hours that are less than 40 per week.

DENTAL INSURANCE – All ~~r~~Regular full-time and regular part-time employees are eligible to participate in the group dental insurance plan offered by the NRPC. NRPC currently contributes to offset the cost of the dental premium at a rate determined by the Executive Director. The Commission contribution shall be reduced proportionately for employees with regularly scheduled weekly hours that are less than 40 per week.

SHORT TERM DISABILITY INSURANCE - All regular full-time and regular part-time employees are eligible to elect short-term disability coverage for disabling illness (starting after one week) or injury (starting immediately) extending up to three (3) months in duration. Employees may, at their discretion, request that short term disability insurance be combined with accumulated medical leave. This will allow the employee to remain at 100% of wages and benefits until the accumulated medical or annual leave is expended or until the end of the ~~three-month~~three-month period covered by the ~~short-term~~short-term disability insurance. Current information on the coverage may be obtained from the Executive Director or his or her designee.

LONG TERM DISABILITY INSURANCE - All regular [full-time and regular part-time](#) employees [working 30 hours or more](#) are eligible to elect long-term disability coverage for disabling illness or injury at no cost to the employee. Employees are insured for the period of coverage beginning three (3) months following the onset of the disabling injury or illness. Employees will be required to obtain and submit certifications from appropriate physicians confirming the disabling nature of the injury or illness per the rules controlling the agencies long term disability insurance. Current information on the coverage may be obtained from the Executive Director or his or her designee.

INCENTIVE OPTION - NRPC provides a cash alternative to [eligible](#) employees who elect not to participate in the health [and/or](#) dental ~~or long-term disability insurance~~ plans. The amount of this cash payment shall be determined during open enrollment each ~~year, and year and~~ is subject to applicable withholdings.

6.7 CONTINUATION OF BENEFITS

Under provisions of the NH Continuation of Coverage statute, insured employees, and the insured dependents of active or retired employees, may apply to continue NRPC's group health insurance coverage if they lose normal eligibility for certain qualified reasons such as employee termination, reduction in work hours, divorce or legal separation from the insured employee. The maximum period for continuation depends upon the qualifying event. During the extension period, the insured is required to pay the full cost of the insurance, plus an administration fee. Questions about this benefit should be directed to Executive Director.

6.8 RETIREMENT PROGRAM

401a GOVERNMENTAL MONEY PURCHASE PLAN & TRUST

After one year of continuous paid service, all regular [full-time](#) employees are eligible to participate in NRPC's defined contribution retirement (401a) plan. Each employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute two percent of their earnings. -NRPC's contributions end on the date of separation.

457b DEFERRED COMENSATION PLAN

NRPC also presently offers a deferred compensation (457) plan for [all eligible](#) employees. The Commission will not make contributions to the deferred compensation (457) plan, and all contributions to the deferred compensation plan are voluntary on the part of the employee and will end on the date of separation. Participation is voluntary, and a participating employee may depart from the program at any time. Immediately, upon hire, employees may participate in the voluntary deferred compensation (457) plan.

Participation in either retirement plan is subject to the terms, conditions and limitations of each. Current information on the plans may be obtained from the Executive Director.

6.9 SALARY ADJUSTMENTS

Salary increases will be established through the annual budgetary process based upon available resources of the Commission. The Executive Director shall assign increases based upon an employee performance evaluation. The Executive Director shall prepare an official policy for the review and approval of the Executive Committee that shall determine how salary increases are to be distributed based upon the performance evaluation process.

6.10 TEMPORARY ALTERNATIVE DUTY

In compliance with New Hampshire RSA 281-A:23-b, NRPC provides temporary and transitional alternative work opportunities (commonly referred to as "light duty") to all employees temporarily disabled by a work-related injury or illness. Temporary Alternative Duty ("TAD") is designed to provide meaningful work during the temporary period of healing following a work-related illness or injury to assist employees in their transition back to full duty. All employees who have suffered a work-related injury or illness that disables them from performing their full-duty work are eligible for Temporary Alternative Duty. An injury or illness will be considered work-related if the workers' compensation claim is accepted by the NRPC's workers' compensation carrier. Employees who have had their workers' compensation claims denied or who otherwise have non work-related illnesses or injuries are not eligible for TAD unless they are qualified individuals with permanent or long-term disabilities who are eligible for accommodation under our policy on Accommodations for Individuals With Disabilities, in which case that policy will govern.

TAD will be provided to eligible employees for as long as the illness/injury requires, provided that the employee continues to transition back to full-duty work by increasing work capacity during this time and provided that alternative duties are available. Although the period of time for alternative duty will be dictated by the employee's medical condition and work capacity, in no event will alternative duty last longer than four (4) months, except in rare circumstances with the prior approval of the Executive Director.

An ill/injured employee will be responsible to obtain a New Hampshire Workers' Compensation Task Analysis and a copy of his or her current job description when reporting the injury. Forms may be obtained from the Executive Director. If the nature of the injury or illness is such that the need for emergency care precludes obtaining the above forms, then the employee shall, as soon as possible, call the Executive Director to request that an analysis and position description be mailed to the employee or his or her treating health care provider ("HCP").

The treating HCP and the ill/injured employee will share the responsibility of providing the NRPC with the NH Workers' Compensation Medical Form. This form provides information relating to the employee's capabilities necessary to structure a temporary duty program.

The NRPC will work with the employee to facilitate a safe return to work program within limitations listed by the treating HCP. If necessary, the NRPC may contact the treating HCP for additional information or require the employee to do so. The NRPC will obtain consent from the employee before contacting the treating HCP for additional information.

After each subsequent medical visit with the HCP, the ill/injured employee will be responsible for submitting an updated medical form completed by the treating HCP to the Executive Director.

Additional modifications will be made to the return to work program as required. The NRPC will be responsible for reviewing the appropriateness of continuing the program or duty assignments. Upon release to full duty, the employee will assume normal duties of his or her regular position, assuming the employee is eligible for reinstatement in accordance with the applicable workers' compensation laws.

The provisions of this policy are intended to comply with RSA 281-A:23-b. To the extent that this policy is ambiguous or contradicts the RSA or NH Department of Labor ("DOL") Regulations, the language of the RSA or DOL regulations will prevail.

7.0 ADMINISTRATIVE MATTERS

7.1 CORRECTIONS IN PAY

NRPC takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on each payday.

In the rare event that there is an error in the amount of pay, or in any scheduled deduction, the employee should bring the discrepancy to the attention of the Finance/HR Administrator promptly so the corrections can be made as quickly as possible.

In the event that a paycheck is lost or stolen, the employee should notify the Finance/HR Administrator immediately who will attempt to place a stop-payment order on the check. If the stop-payment order is successful, another paycheck will be issued. NRPC does not assume responsibility for lost or stolen paychecks, and if the Commission is unable to stop payment on a check, the employee alone is responsible for any loss of income that may result.

7.2 PERSONNEL DATA CHANGES

It is the responsibility of each employee to notify the Finance/HR Administrator promptly of any changes in home mailing address, telephone number, names of dependents, persons to be contacted in the event of an emergency and other such personal information. This information should be updated for ~~one-year~~one-year post-employment as well for tax and insurance purposes.

7.3 ACCESS TO PERSONNEL FILES

NRPC maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, disciplinary records, and other employment records.

Personnel files are the property of NRPC and access to the information they contain is restricted. Generally, only supervisors and management personnel of NRPC who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Executive Director. With reasonable advance notice, employees may review their own personnel files in NRPC's offices and in the presence of an individual appointed by NRPC to maintain the files. Employees and former employees may request a copy of all or part of their personnel files. The employee will be expected to pay a reasonable fee related to the cost of supplying the requested documents and the NRPC will respond to the employee's request within a reasonable amount of time.

7.4 REFERENCES

All requests for references for current or former employees of NRPC must be referred to the Executive Director for response. No one other than the Executive Director is authorized to provide references, including “personal” references.

When the Executive Director receives a request for a reference, he or she will confirm the dates of employment and positions held.

7.5 BACKGROUND CHECKS

NRPC reserves the right to conduct background criminal record and motor vehicle checks prior to employment and during employment. Compliance with this process is an ongoing condition of employment. Employees are expected to assist with completing any required authorization forms.

7.6 FITNESS FOR DUTY

NRPC is committed to providing a safe environment for our employees and providers. We have adopted this Fitness for Duty policy in furtherance of our continuing efforts to improve the safety of our workplace.

Definitions

- **Fitness for Duty:** Able to work safely, properly, and perform normal work duties without impairment.
- **Drug:** Any over-the-counter medication, prescribed medication, illegal or controlled substance under federal or state law, or any alcoholic beverage.
- **Fitness for Duty Examination:** An announced or unannounced medical examination and/or drug and/or alcohol test.

Responsibilities

Any employee who feels for any reason that he or she is not fit for duty should immediately disclose this to his or her Supervisor, or the Executive Director. Employees who are taking prescribed medication or other drugs that could impair their ability to safely perform their job functions should discuss this confidentially with the Executive Director so that alternative arrangements may be made.

All employees must report to their Supervisor or the Executive Director any employee who may be unfit for duty. Reports will be kept confidential to the extent possible and will be made available only to those individuals with a "need-to-know," unless otherwise required by law.

If a Supervisor receives a report or otherwise believes that an employee may not be fit for duty, then the Supervisor should immediately contact the Executive Director.

The Executive Director or, in his or her absence, the Executive Director's designee will make a determination, within his or her discretion, whether it is appropriate to require the employee to go for a Fitness for Duty Examination.

Employees who are required by NRPC to report for fitness for duty examinations must report for and consent to the examination as scheduled as a condition of continued employment. While the examination will not be conducted without the employee's consent, refusal to submit to the Fitness

for Duty Examination may lead to disciplinary action, up to and including immediate termination of employment.

Prohibited Conduct

All employees are required to follow NRPC's policies and standards of conduct. In addition, the following is a non-inclusive list of prohibited conduct that may lead to the requirement to submit to a Fitness for Duty Examination:

- Inability to conduct oneself in a professional manner; i.e., excessive anger, aggressive behavior, inappropriate language, or other inappropriate distractions.
- Reporting for work or working in a condition physically or mentally unfit for duty or arriving at work under the influence of an illegal or unauthorized drug or alcohol.
- Smelling of alcohol or drugs while reporting to work or working.
- Failure to follow Fitness for Duty policies and procedures.
- Excessive or unexcused absence or tardiness.
- Carelessness or negligence; violation or neglect of safety regulations; or violation of other commonly accepted standards and policies.
- Violation of the Intoxicants and Drugs policy.

Confidentiality

All information regarding Fitness for Duty referrals and examinations must be kept as ~~confidential~~, and confidential and disclosed only on a strict "need to know" basis.

The results of any and all fitness for duty examinations will be treated as confidential and be made available only to those individuals with a "need-to-know," unless otherwise required by law. The test results will be filed separately from the employee's personnel file.

7.7 WORKPLACE SEARCHES

To safeguard the property of our employees and our customers and to help prevent the possession and use of illegal drugs on NRPC's premises, it may become necessary to question employees and other persons entering and leaving our premises, and to inspect any packages, parcels, bags, purses, handbags, briefcases, and any other possessions or articles carried to and from NRPC's property or any other location where NRPC work is being performed.

In addition, NRPC reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. All offices, desks, files, and the like, are the property of NRPC and are issued for the use of employees only during their employment with NRPC. Vehicles brought onto NRPC property may also be subject to search. Inspections may be conducted at any time at the discretion of the Executive ~~Director~~Director.

Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who, after the inspection, are believed to be in possession of stolen property, illegal drugs, or other items that violate NRPC policy, will be subject to disciplinary action, up to and including termination.

8.0 APPEALS

8.1 PROCESS

Any decision made by the Executive Director in the implementation of these Personnel Policies, or in the general management and operation of the Commission, may be appealed. Employees, including recently terminated employees, are encouraged to first discuss any problems or concerns with the Executive Director on an informal basis prior to making a formal appeal. The appeal process follows three steps:

1) **WRITTEN APPEAL TO THE EXECUTIVE DIRECTOR** - The employee or recently terminated employee shall notify the Executive Director of his/her intent to formally appeal a decision, action or policy and set forth the reasons for the appeal in writing. Within one week, the Executive Director shall respond to the employee as appropriate and document the appeal and any decision in writing;

2) **WRITTEN APPEAL TO THE EXECUTIVE COMMITTEE** - If the employee or recently terminated employee is not satisfied by the decision of the Executive Director, he/she may transmit in writing to the Executive Committee the reasons for furtherance of the appeal. The Executive Committee will take appropriate action and respond to the employee in writing as soon as reasonably possible but not later than by 3 days following the next regularly scheduled Executive Committee Meeting;

3) **HEARING BEFORE THE EXECUTIVE COMMITTEE** - The employee or recently terminated may seek further redress through a personal hearing before the Executive Committee by written request. If warranted, such a hearing may be granted as soon as reasonably possible but not later than the next regularly scheduled Executive Committee meeting ~~following receipt~~[following receipt](#) of the request. The Executive Director shall be available for the hearing, and the decision of the Executive Committee shall be rendered in writing within one week of the hearing's conclusion.

Appeals shall be made within 30 days after the aggrieved action occurs. Employee complaints considered in the judgment of the Executive Committee to be trivial or malicious shall be subject to disciplinary action up to and including termination of employment.

8.2 DECISIONS

All actions of the Executive Committee regarding appeals are final.

APPENDIX A

CODE OF ETHICS AND PROFESSIONAL CONDUCT AMERICAN INSTITUTE OF CERTIFIED PLANNERS

Adopted March 19, 2005

Effective June 1, 2005

Revised April 1, 2016

As the basic values of society can come into competition with each other, so can the aspirational principles we espouse under this Code. An ethical judgment often requires a conscientious balancing, based on the facts and context of a particular situation and on the precepts of the entire Code.

... all of us ... share in the goal of building better, more inclusive communities. We want the public to be aware of the principles by which we practice our profession in the quest of that goal. We sincerely hope that the public will respect the commitments we make to our employers and clients, our fellow professionals, and all other persons whose interests we affect.

A: PRINCIPLES TO WHICH WE ASPIRE

1. Our Overall Responsibility to the Public

Our primary obligation is to serve the public interest and we, therefore, owe our allegiance to a conscientiously attained concept of the public interest that is formulated through continuous and open debate. We shall achieve high standards of professional integrity, proficiency, and knowledge. To comply with our obligation to the public, we aspire to the following principles:

- a) We shall always be conscious of the rights of others.
- b) We shall have special concern for the long-range consequences of present actions.
- c) We shall pay special attention to the interrelatedness of decisions.
- d) We shall provide timely, adequate, clear, and accurate information on planning issues to all affected persons and to governmental decision makers.
- e) We shall give people the opportunity to have a meaningful impact on the development of plans and programs that may affect them. Participation should be broad enough to include those who lack formal organization or influence.
- f) We shall seek social justice by working to expand choice and opportunity for all persons, recognizing a special responsibility to plan for the needs of the disadvantaged and to promote racial and economic integration. We shall urge the alteration of policies, institutions, and decisions that oppose such needs.
- g) We shall promote excellence of design and endeavor to conserve and preserve the integrity and heritage of the natural and built environment.

- h) We shall deal fairly with all participants in the planning process. Those of us who are public officials or employees shall also deal evenhandedly with all planning process participants.

2. Our Responsibility to Our Clients and Employer

We owe diligent, creative, and competent performance of the work we do in pursuit of our client or employer's interest. Such performance, however, shall always be consistent with our faithful service to the public interest.

- a) We shall exercise independent professional judgment on behalf of our clients and employers.
- b) We shall accept the decisions of our client or employer concerning the objectives and nature of the professional services we perform unless the course of action is illegal or plainly inconsistent with our primary obligation to the public interest.
- c) We shall avoid a conflict of interest or even the appearance of a conflict of interest in accepting assignments from clients or employers.

3. Our Responsibility to Our Profession and Colleagues

We shall contribute to the development of, and respect for, our profession by improving knowledge and techniques, making work relevant to solutions of community problems, and increasing public understanding of planning activities.

- a) We shall protect and enhance the integrity of our profession.
- b) We shall educate the public about planning issues and their relevance to our everyday lives.
- c) We shall describe and comment on the work and views of other professionals in a fair and professional manner.
- d) We shall share the results of experience and research that contribute to the body of planning knowledge.
- e) We shall examine the applicability of planning theories, methods, research and practice and standards to the facts and analysis of each particular situation and shall not accept the applicability of a customary solution without first establishing its appropriateness to the situation.
- f) We shall contribute time and resources to the professional development of students, interns, beginning professionals, and other colleagues.
- g) We shall increase the opportunities for members of underrepresented groups to become professional planners and help them advance in the profession.
- h) We shall continue to enhance our professional education and training.
- i) We shall systematically and critically analyze ethical issues in the practice of planning.
- j) We shall contribute time and effort to groups lacking in adequate planning resources and to voluntary professional activities.

B: OUR RULES OF CONDUCT

We adhere to the following Rules of Conduct, and we understand that our Institute will enforce compliance with them. If we fail to adhere to these Rules, we could receive sanctions, the ultimate being the loss of our certification:

1. We shall not deliberately or with reckless indifference fail to provide adequate, timely, clear and accurate information on planning issues.
2. We shall not accept an assignment from a client or employer when the services to be performed involve conduct that we know to be illegal or in violation of these rules.
3. We shall not accept an assignment from a client or employer to publicly advocate a position on a planning issue that is indistinguishably adverse to a position we publicly advocated for a previous client or employer within the past three years unless (1) we determine in good faith after consultation with other qualified professionals that our change of position will not cause present detriment to our previous client or employer, and (2) we make full written disclosure of the conflict to our current client or employer and receive written permission to proceed with the assignment.
4. We shall not, as salaried employees, undertake other employment in planning or a related profession, whether or not for pay, without having made full written disclosure to the employer who furnishes our salary and having received subsequent written permission to undertake additional employment, unless our employer has a written policy which expressly dispenses with a need to obtain such consent.
5. We shall not, as public officials or employees, accept from anyone other than our public employer any compensation, commission, rebate, or other advantage that may be perceived as related to our public office or employment.
6. We shall not perform work on a project for a client or employer if, in addition to the agreed upon compensation from our client or employer, there is a possibility for direct personal or financial gain to us, our family members, or persons living in our household, unless our client or employer, after full written disclosure from us, consents in writing to the arrangement.
7. We shall not use to our personal advantage, nor that of a subsequent client or employer, information gained in a professional relationship that the client or employer has requested be held inviolate or that we should recognize as confidential because its disclosure could result in embarrassment or other detriment to the client or employer. Nor shall we disclose such confidential information except when (1) required by process of law, or (2) required to prevent a clear violation of law, or (3) required to prevent a substantial injury to the public. Disclosure pursuant to (2) and (3) shall not be made until after we have verified the facts and issues involved and, when practicable, exhausted efforts to obtain reconsideration of the matter and have sought separate opinions on the issue from other qualified professionals employed by our client or employer.
8. We shall not, as public officials or employees, engage in private communications with planning process participants if the discussions relate to a matter over which we have authority to make a binding, final determination if such private communications are prohibited by law or by agency rules, procedures, or custom.

9. We shall not engage in private discussions with decision makers in the planning process in any manner prohibited by law or by agency rules, procedures, or custom.
10. We shall neither deliberately, nor with reckless indifference, misrepresent the qualifications, views and findings of other professionals.
11. We shall not solicit prospective clients or employment through use of false or misleading claims, harassment, or duress.
12. We shall not misstate our education, experience, training, or any other facts which are relevant to our professional qualifications.
13. We shall not sell, or offer to sell, services by stating or implying an ability to influence decisions by improper means.
14. We shall not use the power of any office to seek or obtain a special advantage that is not a matter of public knowledge or is not in the public interest.
15. We shall not accept work beyond our professional competence unless the client or employer understands and agrees that such work will be performed by another professional competent to perform the work and acceptable to the client or employer.
16. We shall not accept work for a fee, or pro bono, that we know cannot be performed with the promptness required by the prospective client, or that is required by the circumstances of the assignment.
17. We shall not use the product of others' efforts to seek professional recognition or acclaim intended for producers of original work.
18. We shall not direct or coerce other professionals to make analyses or reach findings not supported by available evidence.
19. We shall not fail to disclose the interests of our client or employer when participating in the planning process. Nor shall we participate in an effort to conceal the true interests of our client or employer.
20. We shall not unlawfully discriminate against another person.
21. We shall not withhold cooperation or information from the AICP Ethics Officer or the AICP Ethics Committee if a charge of ethical misconduct has been filed against us.
22. We shall not retaliate or threaten retaliation against a person who has filed a charge of ethical misconduct against us or another planner, or who is cooperating in the Ethics Officer's investigation of an ethics charge.
23. We shall not use the threat of filing an ethics charge in order to gain, or attempt to gain, an advantage in dealings with another planner.
24. We shall not file a frivolous charge of ethical misconduct against another planner.

25. We shall neither deliberately, nor with reckless indifference, commit any wrongful act, whether or not specified in the Rules of Conduct, that reflects adversely on our professional fitness.
26. We shall not fail to immediately notify the Ethics Officer by both receipted Certified and Regular First Class Mail if we are convicted of a "serious crime" as defined in Section E of the Code; nor immediately following such conviction shall we represent ourselves as Certified Planners or Members of AICP until our membership is reinstated by the AICP Ethics Committee pursuant to the procedures in Section E of the Code.

The text above includes only excerpts of the full Code of Ethics and Professional Conduct. Additionally, the Code of Ethics and Professional Conduct is subject to amendment. Employees should consult the American Planning Association's website for the full and most current document.
<https://www.planning.org/ethics/ethicscode.htm>

APPENDIX B

PERFORMANCE EVALUATION PROCEDURES

The purpose of performance evaluation is to ensure that all employees perform to the best of their abilities. These procedures provide a mechanism to identify both outstanding performance and performance that requires attention to ensure that the Commission continues to produce professional and ~~high-quality~~high-quality work products. In addition, these procedures establish a basis for work performance that is exemplary and entitled to reward.

NASHUA REGIONAL PLANNING COMMISSION PEP Checklist

Phase 1: Performance Planning (may be conducted concurrently with Annual Review)

- ☐ Review job description and propose written changes
- ☐ Set employee annual goals consistent with job description, organizational needs, and employee interests
- ☐ Specify specific performance criteria associated with each goal
- ☐ Specify employee workplan with tasks and timelines consistent with each goal

Phase 2: Mid-Year Update

- ☐ Meet to discuss progress toward goals
- ☐ Document successes and areas of improvement
- ☐ Note any major changes to performance plan
- ☐ Create remedial action plan if necessary

Phase 3: Annual Review

- ☐ Meet to discuss progress toward goals
- ☐ Document successes and areas of improvement
- ☐ Assign ratings according to performance criteria

NASHUA REGIONAL PLANNING COMMISSION
Self-Evaluation Form

Employee Name:	Date:
Title:	Evaluation Period:

1. Over the course of the evaluation period, what part(s) of your job do you think you do the best?

2. Over the course of the evaluation period, what part or parts of your job did you enjoy the most?

3. Over the course of the evaluation period, where do you think you achieved significant progress or improvement?

4. Over the course of the evaluation period, what part of your job do you think you need to improve?

5. What training, if any, do you think would be helpful to you in your job?

6. What types of “rewards” for good work are meaningful and motivating to you?

7. Is there anything else that your manager or NRPC could do to help you do a better job?

NASHUA REGIONAL PLANNING COMMISSION
Manager Evaluation

Employee Name:	Evaluation Period:
Title:	Manager Preparing Evaluation:
Date:	

Evaluation Ratings:

- **Outstanding:** ~~⚡~~ (Exemplary performance far exceeding performance criteria. Work done well above the call of duty. Always shows initiative and creativity in work functions. This rating is reserved for performance deserving special recognition.)
- **Exceeds Expectations:** ~~⚡~~ (Performance generally exceeds the level normally expected. Performance is consistently above average and is never less than satisfactory.
- **Meets Expectations:** ~~Generally~~ Generally, performance is satisfactory in both quantity and quality of work. Performance may occasionally exceed or fail to meet performance.
- **Below Expectations:** Unacceptable performance requiring immediate attention. Performance consistently fails to meet performance standards. Failure to make improvement may result in termination.
- **Not Applicable.**

O = Outstanding; EE = Exceeds Expectations; ME = Meets Expectations; BE = Below Expectations; N/A = Not Applicable

Goal and Associated Performance Criteria:	Rating:
Comments:	

Goal and Associated Performance Criteria:	Rating:
Comments:	

Goal and Associated Performance Criteria:	Rating:
Comments:	



**NASHUA REGIONAL PLANNING COMMISSION
PERSONNEL POLICIES**

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Goal and Associated Performance Criteria:	Rating:
Comments:	

Other Comments:

CERTIFICATION

The signature of the employee indicates that the attached evaluation has been reviewed with him or her. It does not indicate agreement with the Manager or Executive Director's evaluation. The employee has the right to express his or her opinion by attaching comments.

Employee Signature: _____ **Date** _____

Program Manager Signature: _____ **Date** _____

Executive Director's Signature: _____ **Date** _____

APPENDIX C

TELECOMMUTING POLICY AND AGREEMENT

Definition of Telecommuting: Telecommuting is ~~the use of telephones, and computers to enable an employee to work a work arrangement in which the employee works~~ outside of the ~~traditional workplace~~ NRPC office for a specified and regular number of days a week, the specific scheduling of which being subject to the approval of the employee's manager and the Executive Director.

A. Telecommuting Guiding Principles

- Telecommuting is an alternative method for meeting the needs of our customers, our office and our employees;
- Telecommuting increases employee productivity and is an inducement to for the Commission to attract and retain high quality staff;
- Telecommuting requires effective, supportive and ongoing communication by the employee with the public, other employees, and their supervisors;
- Telecommuting has a positive impact on the environment by reducing employee vehicle miles traveled with corresponding reduction in use of gasoline and reduction of air pollution;
- Telecommuting is a privilege that employees may earn and lose (based on their work performance and demonstrated ability to successfully work independently, etc.). It may be refused to individuals or terminated at any time;

B. ~~Work Option Description~~

~~Full time employees that use this work option shall be in the office a minimum of 3 days/week while part-time employees shall be in the office for a minimum of 2 days/week. Writing, reading, telephoning, data analysis, word processing, and data entry are all tasks amenable to a Telecommuting work option.~~

C. Eligibility

The following factors will be used to decide whether Telecommuting is an option for those employees interested in participating in this work option.

- Does the employee have clearly defined tasks that can be accomplished off-site?
- Can the results and/or productivity be effectively measured without supervisor oversight?
- Can the present level of customer service be maintained or improved through Telecommuting?
- Is the current level of interaction with the public and employees minimal or can it be scheduled to permit Telecommuting?
- ~~Can the needs of the job that may not be met from an off-site location be easily and fairly be reassigned?~~
- ~~Can Telecommuting be accomplished through low cost or no cost to the employer?~~

Employees that have a rating of below expectations on their annual performance evaluations are not eligible to participate in Telecommuting.

D. Telecommuting Criteria

As telecommuting forms a special employee-supervisor relationship, when an employee requests to use the Telecommuting work option the following traits and skills will be considered.

Employee	Supervisor
well organized	strong communication skills
independent and self-motivated	manage by results not monitoring hours worked
positive attitude towards Telecommuting	delegates work easily
high level of job productivity and knowledge	trusts employee's work ethic
requires minimal level of supervision	
comfortable with the idea of working alone	
strong time management skills	

Prior to initiating the Telecommuting work option, the employee will sign the NRPC Telecommuting Agreement (part of this Appendix) and submit it for approval. The supervisor will periodically meet with the telecommuter, and other staff as appropriate (e.g., support staff, etc.), to evaluate the Telecommuting experience and make improvements as needed.

E. Dependent Care

Telecommuting is not a substitute for dependent care. Telecommuters must make dependent care arrangements, as they are required when working in the office, to permit concentration on work assignments off-site.

F. Telecommuting Equipment

With the aid of various technologies such as phone, email, internet, and remote work software, NRPC employees are expected to maintain the same level of office productivity while telecommuting.

- Computer and Internet: Employees are responsible for providing their own computer. NRPC will provide VPN software to permit access to NRPC client and server resources.
- Phones: Employees that telecommute will must provide their own landline and/or cell telephone. Employees are responsible for forwarding work calls to this phone while off-site and are expected to answer calls in a rate and manner consistent with on-site work. The employee will actively monitor voicemail and respond to calls in a timely fashion. Employees will be responsible for appropriate messages recorded for incoming calls.
- Computer and modem: Employees are responsible for providing their own computer. NRPC will provide specialized software if needed.
- Office furniture: Employees are responsible for providing ergonomically correct furniture and will maintain a clean, safe, and dedicated workspace.
- Supplies: NRPC will provide office supplies consistent with non-telecommuters.

NRPC Telecommuting Agreement

Telecommuting Employee: _____

Supervisor: _____

Effective Date: _____

1. NRPC and I agree that at NRPC's discretion, I may perform portions of my assigned duties for NRPC at a location other than at NRPC as a telecommuter.
 - Work Location and Phone #: _____
 - Days/Week: _____
 - Telecommuting Hours: # hrs./week: _____
 - Expected # hours/day: _____
2. I understand that telecommuting is a mutually agreed on work option between my supervisor and me. My participation as a telecommuter can be terminated upon two weeks' notice. Further, there may be instances that my supervisor may require me to work in the office on days that I would normally telecommute. My supervisor will work with me to provide advance notice when possible.
3. I understand the duties, responsibilities, and conditions of my employment remain unchanged. I will continue to comply with NRPC policies and procedures while working off-site. My salary and benefits remain unchanged.
4. I have been provided with the following equipment, including software, that I am responsible for:

All NRPC equipment will be used solely by me for office related matters. I will return all equipment within 48 hours upon termination of this agreement. Upon termination of the [T](#)elecommuting agreement any software provided for [T](#)elecommuting will be deleted from any computer.

5. I agree to designate a workspace in my home for the purposes of [T](#)elecommuting. I will maintain this workspace in a safe condition, free from hazards, and other dangers to me and NRPC equipment.
6. As my workspace is considered an extension of my NRPC workspace, worker's compensation from job related accidents will continue to exist within the defined workspace during my [T](#)elecommuting hours. Any work-related injuries will be reported immediately to my supervisor. I understand that I remain liable for injuries to third parties and/or members of my family on the premises.



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PERSONNEL POLICIES

7. In understanding that while ~~T~~elecommuting I will remain responsible to maintain professional standards of behavior at all times. When using the phone for NRPC business I will not allow my personal life to intrude into that communication. I will not use my home as a meeting location to conduct NRPC business. If I leave my home when telecommuting for any Commission purpose, I will dress in a professional fashion.
8. Individual tax implications related to the home workspace shall be my responsibility.
9. I agree that ~~T~~elecommuting is not a substitute for dependent care and that I will make dependent care arrangements, as they are required when working in the ~~O~~office, to permit concentration on work assignments off-site.
10. My supervisor and I will periodically evaluate my ~~T~~elecommuting arrangement and communicate effectively about problems and successes of ~~T~~elecommuting. These reviews will take place monthly for the first six months of this ~~T~~elecommuting agreement. After the first six months we will meet on a quarterly basis.
11. I will ensure that my ~~T~~elecommuting does not adversely impact the support staff either when I return to the office (e.g., major mailings the next day, etc.) or when I am working at home. I realize this will require good and frequent communication.
12. ~~I understand that I may be expected to share NRPC workspace and equipment, as needed, with other part-time employees and telecommuters.~~
13. I will organize my work so that I effectively use my days in the office and set aside work assignments that lend themselves to ~~T~~elecommuting. Further, I will maintain all office protocols such as ~~voice-mail~~voicemail, computer files, etc.
14. I will organize my files and workspace so that others can find materials when I am telecommuting.
15. I understand this ~~A~~greement will be reviewed at the time of my annual review. I understand that Telecommuting is a privilege and that if my annual performance evaluation rating is below ~~expectation~~expectations, I will lose the privilege of ~~T~~elecommuting.

Signatures:

Telecommuter

Date

Supervisor

Date

APPENDIX D

NRPC MILEAGE TRAVEL REIMBURSEMENT POLICY AND EXAMPLES

The policy of reimbursing between the destination and NRPC or employee residence if leaving from the residence, whichever is less, applies to all trips conducted weekdays, weekends, and evenings. Commute miles are not reimbursable. The default on travel sheets should be NRPC > DESTINATION > NRPC. The only exceptions would be when the trip is one-way or travel to/from home is less miles.

Examples for trips other than the standard NRPC > Destination > NRPC:

HOME > DESTINATION > HOME:

- ~~Employee A lives in Concord and travels to Pelham on a Saturday. Round trip travel from home is 78.6 miles but roundtrip mileage from NRPC to Pelham is only 33.6 miles. Because mileage computed from NRPC is less, the expense request should be NRPC > Pelham > NRPC, 33.6 miles.~~
- ~~Employee B lives in Nashua and travels to Pelham for the same event. Roundtrip mileage from home is 23 miles and mileage between NRPC and Pelham is 33.6 miles. Because mileage computed from HOME is less, Employee B's travel request sheet should be HOME > Pelham > HOME, 23 miles, and note in the "Description" column that "travel from home is less mileage."~~

~~NRPC > DESTINATION > HOME (or similar for the reverse, HOME > DESTINATION > NRPC):~~

- ~~Employee C lives in Milford and attends an evening Planning Board meeting in Litchfield departing directly from NRPC. After the meeting the employee drives directly home, not stopping at the office. The mileage from NRPC to Litchfield, 12.7 miles, is fully reimbursable. However, mileage from Litchfield to home exceeds that amount. Employee C's travel request should be for 25.4 miles for NRPC > Litchfield > NRPC.~~
- ~~Employee D lives in Manchester and attends a meeting in Merrimack at the end of the day. The mileage from NRPC to Merrimack, 3.1 miles, is reimbursable. However, because the employee's commute trip home has now been reduced by an equal amount, mileage for the return trip home is not reimbursable. Employee D's travel request would be only for NRPC > Merrimack, 3.1 miles.~~

Submitting Travel and Expense Sheets

~~Travel reimbursement forms SHALL be submitted no less frequently than monthly and are **due on the 1st of every month** for the previous month. For example all November mileage must be submitted by December 1st. The travel form should ONLY include expenses for the 1 month period, even if it's only 1 trip/item. Do not combine travel items from 2 different months on a single expense sheet.~~

~~Employees are to use the table of standard mileages for all common trips found on the following page.~~

Employees who must use their personal automobiles in the conduct of job-related activities will be reimbursed for such costs as mileage, tolls, and parking fees. Normal commute miles are not reimbursable. Mileage is computed between the starting point and the destination, *minus the*

employee's normal commute if applicable, or as may be required by any contract, grant or granting agency.

Round trips NRPC > Destination > NRPC are fully reimbursable.

Examples for trips other than the standard NRPC > Destination > NRPC:

HOME > DESTINATION > HOME:

- Employee lives in Concord and travels to Pelham for a workshop. Round trip travel from Home to Pelham is 78.8 miles. The employees normal commute from Home to NRPC is 69.4 miles. This normal commute would be deducted from the trip and the employee would be reimbursed for 9.4 miles. **Note in the "Description" column of the expense sheet "less normal commute of XX hours"**

NRPC > DESTINATION > HOME

- Employee lives in Milford and attends an evening Planning Board meeting in Litchfield departing directly from NRPC. After the meeting the employee drives directly home, not returning to the office. The mileage from NRPC to Litchfield, 9.7 miles which is fully reimbursable. Mileage from Litchfield to Home is 22 miles from which the employees normal commute of 11.5 mile from Home to NRPC should be deducted and the employee would be reimbursed for 10.5 miles for the 2nd leg of the trip. **Note in the "Description" column of the expense sheet "less normal commute of XX hours"**

Overnight Travel

Costs for airfare, meals, lodging and other travel expenses incurred by an employee on NRPC business out of the region must have prior approval of the Executive Director, and granting agency if applicable.

Submitting Travel and Expense Sheets

Expense sheets, on a form and in a manner prescribed by the Executive Director, are to be kept by each employee and must be submitted before reimbursement is made for any eligible expense. Original receipts for all expenses other than mileage must be submitted with the expense sheets.

Expense reimbursement forms shall be submitted monthly and are **due on the 1st of every month** for the previous month. For example, all November mileage must be submitted by December 1st. The travel form should only include expenses for the 1-month period, even if it's only 1 trip/item. Do not combine travel items from 2 different months on a single expense sheet.

Employees are to use the table of standard mileages for all common trips found on the following [page](#).

**NASHUA REGIONAL PLANNING COMMISSION
PERSONNEL POLICIES**

NRPC Standard ~~One-Way~~ One-Way Mileages (NRPC > Destination)

Destination from NRPC Office	Address	Miles	Tolls
NH Department of Transportation (NHDOT) ¹	7 Hazen Drive, Concord, NH 03302	30.35.9	\$2.00
NH Fish and Game ¹	11 Hazen Drive, Concord, NH 03301	30.437.7	\$2.00
NH Department of Environmental Services (NHDES) ¹	29 Hazen Drive, Concord, NH 03301	31.36.5	\$2.00
NH Office of Energy and Planning (NHOEP)	Johnson Hall, 3rd Floor, 107 Pleasant Street, Concord, NH 03301	29.534.9	\$2.00
NH Department of Resources & Econ. Development	172 Pembroke Road, Concord, NH 03301	31.136.5	\$2.00
NH Municipal Association	25 Triangle Park Drive, Concord, NH 03301	31.737.6	\$2.00
Granite State Independent Living (GSIL)	21 Chenell Drive, Concord, NH 03301	30.336.1	\$2.00
National Safety Council Northern New England	2 Whitney Road, Suite 11, Concord, NH 03301	36.42	\$2.00
NH Dept. of Homeland Security & Emergency Mgt.	33 Hazen Drive, Concord, NH 03305	31.636.2	\$2.00
NH HSEM Headquarters	110 Smokey Bear Blvd, Concord, NH 03301	30.5-36.8	\$2.00
Town of Amherst	2 Main Street, Amherst, NH 03031	11.211.7	--
Town of Brookline	1 Main Street, Brookline NH 03033	16.112.8	\$0.50
Town of Hollis	7 Monument Square, Hollis, NH 03049	11.39.4	\$0.50
Town of Hudson	12 School Street, Hudson, NH 03051	8.11.4	\$0.50
Town of Litchfield ²	2 Liberty Way, Litchfield NH 03052	16.19.8	--
Town of Litchfield ³	2 Liberty Way, Litchfield NH 03052	12.79	--
Town of Lyndeborough	9 Citizens Hall Rd, Lyndeborough, NH 03082	19.820.9	--
Town of Mason ⁴	16 Darling Hill Road, Mason, NH 03048	26.220.3	--
Town of Merrimack	6 Baboosic Lake Rd, Merrimack, NH 03054	3.18.1	--
Town of Milford	1 Union Square, Milford, NH 03055	10.411.6	--
Town of Mont Vernon	1 South Main Street, Mont Vernon, NH 03057	13.715.1	--
City of Nashua-City Hall ⁵	229 Main Street, Nashua, NH 03060	7.3.4	\$0.50--
City of Nashua-Public Health & Com. Services ⁶	18 Mulberry St, Nashua, NH 03060	9.8	\$0.50--
Town of Pelham	6 Village Green, Pelham, NH 03076	18.79.8	\$0.50--
Town of Wilton	42 Main Street, Wilton, NH 03086	15.616.8	--

Note: This table is provided to help with easy access to mileages and consistent reporting for the most commonly traveled routes. If you travel via an alternate route to avoid traffic, etc., the actual mileage traveled, as calculated from NRPC, is allowable.

¹ Via: I-93 Exit 14/Loudon Rd

² Via: ~~DW Hwy/Canal Bridge/Derry Rd/3A Webster St/3A~~

³ Via: ~~Airport Access-Derry Rd/Albuquerque Ave~~

⁴ Via: ~~Continental/101a/Route 3-130~~

⁵ Via: ~~FE Everett Turnpike/Exit 7-EE Pearl St/Main St~~

⁶ Via: ~~FE Everett Turnpike/Exit 5E/Kinsley St/W. Hollis St~~



NASHUA REGIONAL PLANNING COMMISSION
PERSONNEL POLICIES

**Acknowledgment of Receipt
Of Nashua Regional Planning Commission
Personnel Policies**

This will acknowledge that I have received a copy of the Nashua Regional Planning Commission's Personnel Policies. I understand that these policies do not create a contract of employment, nor do they establish legally binding terms or conditions of employment. I am an "at-will" employee of this organization, which means that both NRPC and I are free to terminate the employment relationship at any time, with or without cause. I further acknowledge my obligation to acquaint myself with the provisions of these Personnel Policies and any future amendments thereto. I understand that if I have any questions about the policies contained [herein](#), I may raise them at any time with the Executive Director.

Signature

Printed Name

Date