

TOWN OF WOLFEBORO

PERSONNEL POLICY

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PERSONNEL POLICY

GENERAL STATEMENT OF POLICY:

Provisions

SECTION 1 - PURPOSE:

The purpose of these rules and policies is to establish procedures for personnel practices in regard to the full-time and permanent part-time of the Town in such a manner as to provide for:

- A. The economic and efficient operation of Town Services.
- B. Fair and equal opportunity for and qualified applicant to enter Town employment on the basis of demonstrated merit and fitness as ascertained through fair and practical methods of selection.
- C. The Town of Wolfeboro is an Equal Opportunity Employer (EOE). Discrimination is prohibited against any person in recruitment, examination, appointment, training, promotion, retention or in any other personnel action because of age, race, color, national origin, sex, religion, disability or other non-merit factors protected under federal or State law. All employees are expected to support the principles of equal opportunity in the workplace. Any person has the right of appeal to the Board of Selectmen, or the Police Commission in any case of such alleged discrimination.
- D. The Town of Wolfeboro is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and New Hampshire law. It is the Town of Wolfeboro's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability, so long as the employee can perform the essential functions of the job with or without reasonable accommodations.
- E. The recruitment, appointment, compensation, promotion, transfer, lay-off, removal and discipline of town employees shall be vested with the Town Manager.

SECTION 2 - APPLICATION OF RULES:

- A. The rules and regulations in this Personnel Policy apply to the full-time and permanent part-time positions of the Town.
- B. On any application of rules, excluding those applicable by statute to the Police Department, if the Department Head and the Town Manager, can not agree on the interpretation of any of the general policies contained in the following rules, the matter may be referred to the Board of Selectmen for determination. The Board of Selectmen, after a review of all facts, shall make a decision in the best interest of an efficient Town service.
- C. In any instances in which procedures under these policies are in conflict with statutes of the State of New Hampshire relating to the establishment of a Wolfeboro Police Commission, and its operation, the statutes shall prevail.

D. Masculine nouns or pronouns, as used in these policies, shall be deemed to include the feminine also.

SECTION 3 - CHANGES:

Any changes in these rules and policies shall be only as a result of action taken by the Board of Selectmen.

RULES AND POLICIES:

SECTION 1 - EMPLOYMENT:

A. Hiring Authority: Each Department Head is authorized, with the approval of the Town Manager and with budgetary limitations, to employ sufficient personnel to accomplish the mission of the department. However, no Town employee shall regularly supervise another Town employee if the supervisor is an immediate family member to the subordinate. No Town employee shall influence or attempt to influence the hiring, transfer, promotion, direction of work, discipline or the adjustment of a grievance of an immediate family member also employed by the Town. Immediate family shall be defined as the spouse, son, daughter, father, mother, brother, sister, aunt, uncle, or grandchildren of the employee or the employee's spouse. Neither shall any active Town employee serve as a contractor to any Town Department.

B. Request for Employees: A Department Head may fill a vacant position or petition the creation of a new position by submitting request in writing to the Town Manager for approval. The request to fill an existing position shall:

1. State the established job title and wage grade.
2. Name the employee last occupying that position.
3. Indicate the requested date of implementation.

The request to create a new position shall:

1. State the proposed job title and wage grade.
2. Include a complete job description.
3. Indicate the proposed effective date.

C. Methods of Filling Vacancies:

Vacancies are to be filled with individuals satisfying the defined position requirements and also successfully passing any prescribed tests or examinations. Position related qualifications being equal, the order of preference in filling a vacancy shall be:

1. From within the department having the vacancy.
2. From the town employee population at large.
3. Through public notice.

A vacancy that is not filled by existing department personnel will be posted on the bulletin boards of every other Town departments for a minimum of five working days. Such notices will not be lowered without the approval of the Town Manager, at the request of the initiating department head. An employee reassigned to fill a vacancy retains any and all rights to accumulated leave time, and other benefits.

Temporary employees may be hired in an emergency prior to advertising in the press.

Every applicant shall complete an application form as prescribed by the Town Manager.

No applicant will be employed until he has successfully passed a physical examination, related to job requirements, as determined by the Town Manager and the Department Head, the cost of which shall be defrayed by the Department. No vacancy will be filled until the applicant has successfully completed such job-related test procedures, if any, as determined by the Department Head.

D. Probationary Period: Appointments to any vacancy in a full-time job shall be temporary and subject to a probationary period of not more than nine months, or, as determined by the Department Head with the approval of the Town Manager. During this probationary period, employment may be terminated either by the Town or by the employee without prior notice. Any reassigned Town employee who fails to qualify during his probationary period in the new position, shall revert to his previous position. Any other appointments contingent upon or related to such assignment shall be probationary and not be permanently filled until the reassigned employee has established his status within the time limits provided herein. At least two weeks prior to the end of the probationary period, the Department Head, in such a manner as the Town Manager may prescribe, shall report his analysis of the employee's work performance and his recommendation on permanent employment to the Town Manager. During the probationary period of a new employee, leave time, and all other benefits and rights accrue only if the employment becomes permanent.

SECTION 2 - CLASSIFICATION PLAN:

See Thornton & Associates Classification and Pay Plan, September, 2003.

See Municipal Resource, Inc. (MRI) Pay and Classification Plan, September, 2016.

SECTION 3 - COMPENSATION PLAN:

A. Annual Review: The Town Manager with the Board of Selectmen shall conduct an annual review to consider the operation of the compensation plan and to adopt the plan to the changing needs of the Town service. Said annual review shall be completed by September 15th of each year.

B. Rates of Pay: Shall be as established by the Town Manager.

Should a new position be introduced into the Town service, a new and appropriate rate will be established by the Town Manager under RSA 37:6.

1. Exempt (Salaried) Positions: The following positions are deemed to be exempt (salaried) positions: Town Manager, Executive Assistant to the Town Manager, Finance Director, Finance Officer/Human Resources Coordinator, Tax Collector, Town Clerk, Police Chief, Police Lieutenant, Fire Chief, Deputy Fire Chief, Director of Public Works and Water & Sewer Utilities, Assistant Director of Public Works and Water & Sewer Utilities; Solid Waste Superintendent, Director of Electric Department Operations, Electricity Utility Services Technician, Code Enforcement Officer, Director of Planning and Development, Director of Parks and Recreation Director, Assistant Director of Parks and Recreation, Library Director, and Children's Librarian.

2. Starting Rates: The minimum rate of pay shall normally be paid upon appointment to the job.

However, subject to the approval of the Town Manager and the Board of Selectmen, original appointments at a rate above the minimum may be made whenever such action is deemed to be in the best interest of the Town service.

3. Re-employment: If a former employee is re-employed within a period of ninety (90) days of separation, the Town Manager may make an appointment at the same rate of pay the employee had been receiving at the termination of service.

4. Annual Evaluation: Each employee in Town service shall, annually, have his job performance evaluated by his supervisor. Said evaluation shall be completed by no later than September 30th of each year and shall be on a form determined most appropriate for each department. A copy of the evaluation will be placed in the employee's personnel file and will be available for the employee's inspection. Further, the employee must sign the evaluation and indicate whether or not he chooses to challenge the rating.

5. Length of Service Stipend: For those employees eligible to receive a length of service stipend, the Town will remit such stipend to the eligible employee in accordance with Appendix C the week following the employee's full-time anniversary date of hire.

SECTION 4 - WORK SCHEDULE:

A. Regular Works Schedules: The hours worked by non-salaried employees will be recorded on departmental time clocks.

The normal work schedule for the various departments in the Town service are as follows:

<u>Department</u>	<u>Hours/Day</u>	<u>Hours/Week</u>	<u>Days/Week</u>
Electric	8 [±]	40	As scheduled
Fire	As scheduled	As scheduled	As scheduled
Police	8	40	As scheduled
Recreation	As scheduled	As scheduled	As scheduled
Town Offices	7	35	As scheduled
Building Dept.	8	40	As scheduled
Public Works	8	40	As scheduled

~~* except the Department's clerical position, which is a 7 hour/day position~~

B. Overtime: With the exception of the Fire Department, time worked over forty (40) hours per week will be paid at 1 1/2 times the base hourly rate. Regular Fire Department personnel, excluding the Department Head, will receive straight time pay for an average of forty-eight (48) hours per week and overtime rates thereafter. Unless in conflict with government statute, no salaried employee, as defined in Section 3, Article B(1), shall be paid for overtime work. Standby pay will be made available to those departments, which by the determination of the Town Manager, have functions which require it.

SECTION 5 - BENEFITS:

A. Leave Time

1. Full time employees shall be credited with leave time based upon the following criteria: (a.) Years of continuous service; and (b.) Scheduled hourly work week. See Appendix A for computation of leave time accrual.

Leave time can be used for the following purposes:

- 1.) Vacation
- 2.) Sick
- 3.) Personal
- 4.) Bereavement
- 5.) Maternity/Paternity
- 6.) Injury/Disability (On and off the job)
- 7.) Family and Medical Leave

2. Permanent part-time employees shall be credited with leave time at a rate of two (2) hours per week. A permanent part-time employee is an employee who is scheduled to work fifty-two (52) weeks per year and is scheduled to work a minimum of 1,000 hours per year. (e.g. part-time meter readers).

3. The schedule for leave for vacation shall be the responsibility of each Department Head subject to the approval of the Town Manager. Employees shall give supervisors or Department Heads adequate notice prior to the time the employee wishing to take leave for vacation. Final authority to grant leave shall be vested with the Town Manager. Department-wide seniority shall prevail in cases where requests are similar or overlapping. No employee shall, without prior specific approval by the Town Manager, take more than three (3) full

calendar weeks of leave at any one time. All employees shall be required to take a minimum of two weeks of Earned Time as vacation per calendar year, which shall be defined as 70 hours of leave time in the case of 35 hours/week employees, 80 hours of leave time for 40 hours/week employees, and 96 hours of leave time for 48 hours/week employees. Any employee failing to take the required two weeks of Earned Time as vacation in any given calendar year shall forfeit the difference between the vacation actually taken and 70 hours, 80 hours or 96 hours of earned time respectively. The Town Manager may grant exceptions under extenuating circumstances.

4. An employee may utilize leave time in the event of illness, and medical and dental appointments. Each employee is obligated to notify his Department Head or immediate supervisor daily of such employee's absence from work, unless such employee is in the hospital or under the care of a licensed physician.

In the case of employee illness, the employee shall be required to furnish a certification from an attending physician for all consecutive days of absence in excess of three (3) working days or five (5) calendar days. Such employee, prior to returning to work, shall ensure that the certification allows for a return to the duties of the position occupied.

5. Leave for maternity/paternity purposes shall commence at a reasonable time prior to birth as recommended by the attending physician and shall extend for a period not to exceed six (6) months after birth. Any employee who has been granted a leave of absence for maternity/paternity reasons, who fails to return to work upon the expiration of such leave shall be deemed to have voluntarily terminated employment. An employee who takes maternity/paternity leave of absence may use accrued leave time. The employee, prior to returning to work, shall provide the employer with a certification that the employee is able to perform his/her regular duties.

6. If the employee so elects, he/she may utilize leave time to supplement the short-term and long-term disability policy benefit, as described elsewhere in the agreement. Leave time may also be utilized to supplement the Workers Compensation Insurance Benefit as prescribed by State law. In both cases, it is the intention that employee can use leave time to supplement benefits in order to receive 100% of the pre-injury/pre-disability weekly compensation.

7. Leave time may be continuously accrued, up to a cap of 200 hours for permanent part-time employees, 350 hours for 35 hour/week employees, 400 hours for 40 hour/week employees, and 480 hours for 48 hour/week employees. Employees who have accumulated more than 200, 350, 400 hours, or 480 hours respectively prior to the adoption of this provision will not lose that leave time, but their accruals will be reduced until reaching the 200/350/400/480 hour caps. If an employee transfers or occupies other positions with the Town's work force, leave time will continue to be based upon unbroken years of service with the Town of Wolfeboro. Upon severance of employment with the employer, the employee shall be paid for unused leave time based upon the employee's current hourly wage to a maximum of 200 hours for permanent part-time employees, 350 hours for 35 hour employees, and 400 hours for 40 hour employees, and 480 hours for 48 hour employees. Employees hired on January 1, 2011 or later will not be eligible for leave time payout upon severance of employment.

8. Abuse of leave time shall be grounds for disciplinary action.

B. Holidays: The following official holidays shall be granted with full pay:

New Year's Day	Columbus Day
Martin Luther King/Civil Rights Day	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Fourth of July	Day before Christmas
Labor Day	Christmas Day

Should work be required on any official holiday, the Department Head shall determine whether to grant an alternate day off or to grant pay at standard overtime rates in addition to the paid holiday. Regular Fire Department personnel, excluding the Department Head, will be reimbursed as follows: (a) if an employee does not physically work the holiday, reimbursement shall be based upon 9.6 hours at straight time for each holiday granted; (b) for the hours physically worked, an employee will be reimbursed at the rate of one and one-half (1 1/2) his hourly rate of pay.

C. Civil: Any employee shall be given time off without the loss of pay or annual vacation days when performing jury duty or when subpoenaed to appear before a court, commission or public body. If called for jury duty, the employee shall be paid the difference between his regular pay and any jury fees to which he may be entitled.

D. Military: Any employee who is absent due to service in the armed forces of the State or nation, in an active or reserve status, shall be entitled to all the benefits and privileges granted by existing or future laws. Any such employee shall continue to accumulate seniority during such absence. Should the employee not return to Town service after a military leave, his accrued leave time shall be paid to him.

E. Medical and Insurance Benefits

Effective January 1, 2013, the Town will offer the following health insurance plans or their equivalents to its full-time employees:

A. SchoolCare Open Access +	Single, 2-Person, and Family
B. SchoolCare HMO	Single, 2-Person, and Family
C. SchoolCare POS (OA)	Single, 2-Person, and Family

The Town and employee contributions toward the costs of these health insurance plans is set as follows:

Effective July 1, 2015:

SchoolCare Open Access +	Town pays 91.5% of cost of School Care
SchoolCare HMO	HMO Plan, employee pays balance of costs.
SchoolCare POS (OA)	Town pays 91.5% of costs, employee
	pays 8.5%
	Town pays 91.5% of cost of
	SchoolCare HMO plan, employee
	pays the balance of costs.

~~The Town and employee contributions toward the cost of employee dental insurance are set at 01.5% and 8.5%, respectively, of the cost of SchoolCare Dental Option 1 or Dental Option 2 for Single, 2 Person, and Family plans.~~

Effective July 1, 2016:

SchoolCare Open Access +	Town pays 90% of cost of School Care HMO Plan, employee pays balance of costs.
SchoolCare HMO	Town pays 90% of costs, employee pays 10%
SchoolCare POS (OA)	Town pays 90% of cost of SchoolCare HMO plan, employee pays the balance of cost.

The Town and employee contributions toward the cost of employee dental insurance are set at 90% and 10%, respectively, of the cost of SchoolCare Dental Option 1 or Dental Option 2 for Single, 2-Person, and Family plans.

Effective

Effective with the fourteenth (14th) payroll period in 2008, any differential compensation that employees were receiving under the previous Medical and Insurance Benefits provisions of this document will be frozen and rolled into the employee's compensation, and differential compensation is abolished.

Employees receiving additional compensation in '07 for opting out of Town health insurance will have those opt-out payments frozen and they will continue to receive such payments as a stipend, unless they opt in to Town health insurance, at which time such opt-out payments will be discontinued. After January 1, 2008 existing employees or new employees opting out of participation in Town health insurance will receive a stipend of \$2,500, and employees opting in for Town health insurance benefits will not receive any differential compensation.

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Employees shall be provided a cafeteria-type arrangement, pursuant to applicable federal and state law. Employees must enroll in a medical insurance and/or dental insurance plan unless such employee provides proof of coverage (e.g. insurance card). The explanation of the employee's benefits after retirement are found in the current attached New Hampshire Retirement Brochure for Group I and Group II employees found at the end of the Personnel Policy.

If the Town determines that comparable coverage under a different provider or program is available, the Town Manager may, at his sole discretion, switch health insurance coverage to that provider or program. In such event, the Town Manager shall provide the Union and the employees with adequate advance notice of the proposed plan and shall fully consider any timely input or concerns related thereto expressed by the Union or employees prior to implementation of the change.

F. Disability Insurance

The Town shall provide a group insurance policy for short-term and long-term disability events. The Town shall pay 100% of the premiums for same.

G. Injury and Accident

1. On the Job: The Town pays the premium for Workers Compensation Insurance for employees for the purpose of sustaining a level of compensation in accordance with current state law, rule or regulation, as a result of an injury sustained in the line of duty. In order for any employee to maintain his/her weekly wage, the employee may use accumulated leave time to supplement the payment made by the Workers Compensation carrier. All employees are obligated to report, within twelve (12) hours, to the Department Head, any and all injuries or accidents sustained in the line of duty. Notwithstanding anything in this section to the contrary, all aspects of handling Workers Compensation claims shall be in strict conformity with current applicable statutes, either state or federal.

2. Temporary Alternate Duty

In compliance with RSA 281-A:23-b, the Town of Wolfeboro will provide temporary alternative work opportunities to all employees disabled by either a work-related or non-work related injury or illness. Subsequent to said injury or illness and as soon as an employee's treating physician has released him/her to lighter duties than his/her current position requires, employees will be called upon to return to Town employment in a temporary alternate duty position. Such Temporary Alternate Duty assignment may be to different duties or a different work schedule and may include assignment to a different division or position in a Department.

H. Life Insurance: The Town shall provide term life insurance in an amount of ~~\$50,000.00~~ (\$100,000.00 for Town Manager) for each employee, with the Town paying the premium therefore. The employee shall provide such information, including designation of beneficiary, as may reasonably be required.

SECTION 6 - LEAVES OF ABSENCES:

A. With Pay:

1. A Department Head may, with the approval of the Town Manager and the Board of Selectmen, approve a leave of absence, with full or partial pay, for any continuing full-time employee in Town service in order to permit him to attend school or in any other approved manner to devote himself to improve in the knowledge or skills required in the performance of his work. Prior to taking any leave granted under this clause, the employee shall sign an agreement to re-enter the Town service, following expiration of the leave, for a period not less than twice then length of the leave.

B. Without Pay:

1. General: A permanent employee, upon proper application in writing and upon written approval by the Department Head, may, with the further approval of the Town Manager and the Board of Selectmen, be granted a continuous leave of absence without pay for a period not to

exceed three months. Such leave, however, shall not be granted until all the employee's leave time has been exhausted. Extensions of leave for additional periods may be granted in exceptional cases, subject to the same approvals. No hours of leave time may be accrued during a leave of absence without pay. At the expiration of such leave, the employee shall be reinstated in Town service without loss of any of his rights. Failure on the part of an employee to report for work promptly at the expiration of the leave, except for satisfactory reasons submitted in advance, shall be cause for dismissal.

C. Family and Medical Leave

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

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

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

The Town has the right to designate FMLA leave any time an eligible employee requests time off for a qualifying reason. For example, if an eligible employee suffers a work-related injury

that qualifies as a serious health condition, the Town has the right to designate any time away from work as FMLA leave.

Tracking Leave: As stated above, an eligible employee is entitled to FMLA leave during any twelve (12) month period. That twelve (12) month period is defined as a "rolling" twelve (12) month period measured backward from the date an employee begins an FMLA leave. In other words, the number of weeks an employee has available upon the beginning of a FMLA leave will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave. For example, if an employee used four weeks beginning February 1, 2010, four weeks beginning June 1, 2010 and four weeks beginning December 1, 2010, the employee would not be entitled to any additional leave until February 1, 2011. Beginning on February 1, 2011, the employee would be entitled to four additional weeks; and so on.

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs A and B above, must be taken all at once unless otherwise agreed to by the Town. If medically necessary, FMLA leaves due to illness as described in paragraph C and D above may be taken on an intermittent or reduced leave schedule. If FMLA leave is requested on this basis, however, the Town may require the employee to transfer temporarily to an alternative position which better accommodates periods of absence or a part time schedule, provided that the position has equivalent pay and benefits.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave time away from work will be charged against the employee's accumulated leave time, unless the employee has exhausted his leave time accumulation, in which case the Family Medical leave shall be an unpaid leave. If you are a salaried employee who has taken either intermittent or reduced schedule leave and you have exhausted your accumulated leave time, the Town will adjust your salary based on the amount of time actually worked.

Employee Benefits: Employees shall use any accrued leave time during an approved FMLA leave, unless the employee has exhausted his accumulated leave time, in which case the FMLA leave shall be an unpaid leave. The substitution of paid leave time for unpaid leave time does not extend the 12-week FMLA leave period. Also, FMLA leave may run concurrently with other types of leave, such as maternity leave.

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

- If paid leave is substituted for unpaid FMLA leave, the Town will deduct the employee's portion of the health plan premium as a regular payroll deduction.
- If the FMLA leave is unpaid, the employee must pay his portion of the premium by making arrangements with the Human Resources Coordinator. Health and other benefit coverage may be canceled if premium payments are more than 30 days late.

- If the employee elects not to return to work at the end of the leave, he will be required to reimburse the Town for the cost of the premiums paid by the Town for maintaining coverage during the FMLA leave, unless he cannot return to work because of a serious health condition or because of other circumstances beyond his control.

If the FMLA leave is for a condition that is covered under the Town 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 will not accrue further during the leave period. For example, an employee on FMLA leave will not accrued additional leave time.

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

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

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

The Town, at its expense, may required an examination by a second health care provider designated by the Town. If the second health care provider's opinion conflicts with the original medical certification, the Town, at its expense may require a third health care provider agreed upon by the employee and the Town to conduct an examination and provide a final and binding opinion. The Town may also require subsequent medical re-certification. Failure to provide requested re-certification within 15 days may result in delay of further leave.

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

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

SECTION 7 - SUSPENSION, DEMOTION AND DISCHARGE:

A. Suspension: Each immediate supervisor as set forth by job description, may, at his discretion, suspend without pay an employee for disciplinary reasons, or other just cause, for a period not to exceed three (3) working days. The conditions of such suspension shall be fully documented with one copy being presented to the employee, one to the Department Head, and the original to the Town Manager. The employee shall have the right to appeal such suspension through the appeal procedure set forth in Article E of this section. In the context of these Rules and Policies, "just cause" is deemed to include, but not limited to, the following: stealing; immoral behavior; willful destruction of Town property; subversive actions against the Town, state or nation; drunkenness or consumption of alcoholic beverages during working hours; illicit use of controlled drugs during working hours; a pattern of insubordination; absent without leave and without good reason; a pattern of failure to efficiently and properly perform ones duties.

B. Demotion: A Department Head may demote an employee for inefficient performance of his duties or for other good cause. Documented in writing with copies to the Town Manager.

1. Warning: The employee shall be warned in writing, and a copy filed with the Town Manager at least four weeks prior to possible disciplinary demotion, that he will be subject to such demotion unless he takes positive and successful action to remove the causes for which he is warned.

2. Notification: A written statement of reasons for demotion shall be furnished to the employee, and a copy filed with the Town Manager, at least 14 calendar days prior to the effective date of action.

3. Pay Treatment: When such demotions are made, the employee's wages will be adjusted to conform to the base pay scales of the position into which he is then placed.

C. Discharge: A Department Head may recommend to the Town Manager that an employee be discharged for just cause. This recommendation may be verbal but shall be fully documented within one working day. The Town Manager may delegate to the Department Head the responsibility to write the discharge letter, or the Town Manager may issue the discharge letter. The Department Head shall have the authority to suspend the employee, without pay, for a period not to exceed three working days. The Town Manager, or in the event of an extended absence of the Town Manager, the Selectmen, shall act on such request within these same three days. The employee shall be provided with copies of all documentation pertaining to said discharge and shall have the right to appeal such discharge through the appeal procedure set forth in Article E of this section.

Any employee convicted of D.W.I. will be reduced to the next lower grade that does not require a driver's license and will be paid at the reduced grade. Any employee now employed, who has

previously been convicted of a second D.W.I. offense and is convicted of D.W.I. shall be dismissed.

D. Termination After Sickness or Accident: The Town complies with the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and New Hampshire's anti-discrimination law, RSA 354-A. After any absence in excess of any available leave, a Town employee's employment will be subject to immediate termination 5 days after being provided written notice of the intent to terminate employment as a result of job abandonment. A disabled employee (as defined in the ADA) may, upon receipt of the notice (or earlier) request additional unpaid leave which will be granted or denied by the Town Manager after consideration and determination whether additional unpaid leave, in the amount requested, would be a reasonable accommodation of the employee's disability under the ADA and/or other applicable federal and state laws. The Town Manager or his designee will, in good faith, engage the employee in an interactive process to determine the reasonability of the requested or alternative accommodations.

E. Appeal Procedure: Any employee having been suspended or discharged, may appeal such suspension or discharge, in accordance with the following steps. There shall, however, be no recourse for an employee discharged during a probationary period or for at-will employees.

1. Employee and Town Manager

- a. The employee shall submit a request to the Town Manager for a hearing on the facts pertaining to his suspension, or discharge within five (5) working days from the date such action was taken against him.
- b. The Town Manager shall schedule a hearing on the facts pertaining to the action taken against the employee, said hearing to be held within ten (10) working days of the date on which he received the employee's request for such hearing.
- c. The Town Manager's decision may be appealed to the Board of Selectmen, in writing, within five (5) working days of the date of the hearing. The Board of Selectmen are to hold the hearing within ten (10) days of notification. The decision of the Board of Selectmen shall be final.

SECTION 8 - SENIORITY:

A. Definition: Seniority shall be the length of continuous employment in Town service from the date of hiring and shall be calculated on the basis of years, months, and days of such service.

B. Service Interruptions:

1. Should an employee's service with the Town be severed because of lay-off or force reduction, prior seniority (and longevity benefits) will be retained upon re-entrance into Town service.

2. Seniority rights (including longevity benefits) shall not be abridged should re-employment occur following discharge for just cause.

3. Properly approved leaves of absences, including military leave, but not including Family and Medical Leave, shall not be considered as service interruptions.

SECTION 9 - LAY-OFFS:

A. General: A Department Head may lay off an employee in Town service when necessary by reason of abolition of a position, changes in organization, lack of work, insufficient funds, or similar reasons. Such lay-off shall not be considered to reflect discredit on the service of the employee.

B. Procedure of Lay-Off: The Department Head shall first determine the position or positions to be affected. Each employee in the same position or in similar positions or with similar job qualifications. Such consideration will be made whether the other employees are in duty or a leave status or engaged in work in another Department. Personnel on military leave will not be affected. No permanent employees shall be laid off from any position while there are emergency, part-time, temporary, or probationary employees in similar positions in the same organization.

C. Order of Lay-Off: Except for instances of clearly outstanding ability, seniority will govern the order of lay-off for employees having five or more years of Town service. Employees having less than five years of service will generally be laid off on the basis of ability. Where seniority is the basis for lay-off, demotion to a lower position for which the employee is qualified shall be considered in lieu of lay-off.

D. Notice and Approval: In any case of proposed lay-off, the Department Head shall submit the reasons therefore to the Town Manager in writing and shall obtain his approval. Following such approval, the employee(s) affected shall be notified of the reasons in writing of the lay-off at least 14 calendar days prior to the effective date thereof.

SECTION 10 - UNIFORMS AND SPECIAL CLOTHING:

A. Dress Uniforms/Work Uniforms: Dress uniforms which require dry cleaning, such as those of the Police Department, will be supplied by the Department and maintained by the employee. If, in the opinion of the Town Manager, regular work uniforms are required in certain positions, they will be supplied by the using Department, and maintained by the employee as determined by the Department.

B. Protective Clothing: Specialized protective clothing and foul weather gear will be supplied by the Department.

C. Equipment: Adequate tools and materials necessary for the performance of the assigned tasks will be supplied by and remain the property of the Department.

D. Identification Cards: Every Town employee will be issued a photo laminated I.D. card within fifteen (15) days of employment. The information on the card will include, but it not limited to:

1. A recent front facing photo.
2. Personal emergency data (such as blood type).
3. Name and telephone number of the person or department that can be called to verify the employee's identification.

The card shall be in the employee's possession during working hours. The card will remain the property of the Town and will be surrendered to the Town at termination of employment.

SECTION 11 - PERSONAL EQUIPMENT:

In the event the Department Heads deems it necessary to use an employee's personal property or equipment in the service of the Town, the Town Manager shall approve such use and set remuneration, but only where the employee consents to such use. Such equipment or property shall be included in the Town's liability insurance. Any such agreement shall be confirmed in writing prior to actual use with both Town Manager and the employee signing the agreement.

SECTION 12 - HEARINGS:

A. Procedures: Any employee having an individual problem involving the interpretation of application of any of the foregoing Rules and Policies may see adjustment in accordance with the following procedural steps. There shall, however, be no recourse for an employee discharged during a probationary period or for at-will employees.

1. Employee and Department Head:

- a. The employee shall present to his Department Head all the facts pertaining to the problem of incident.
- b. The Department Head shall adjust the problem at once or within five (5) working days, notifying the employee of the decision.
- c. If a decision cannot be reached within this period, the Department Head shall, in writing, notify the employee of the reason(s) therefore and when a decision will be made.

2. Employee and Town Manager:

- a. If the employee feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be made in writing to the Town Manager within five (5) working days from the day of the employee was informed of the decision.
- b. The Town Manager shall review all the facts preferably with all parties concerned present within five (5) working days from the day the problem was submitted to him.

c. The employee and the Department Head concerned shall be notified in writing of the decision reached or the reasons for any delay and the date when a decision will be reached.

d. Procedures under this section and the following section, insofar as they relate to problems arising in the Police Department, shall be under the jurisdiction of the Police Commissioners rather than the Town Manager and the Board of Selectmen

3. Employee and Board of Selectmen:

a. If the employee feels that a further review is justified, notification to that effect and a statement of all the facts pertaining to the problem shall be made in writing to the Board of Selectmen within five (5) working days from the day the employee was informed of the decision of the Town Manager.

b. The Board of Selectmen shall review all the facts, preferably with all parties concerned present, within five (5) working days from the day the problem was submitted to them.

c. The employee, the Department Head concerned, and the Town Manager shall be notified in writing of the decision reached or the reasons for any delay and the date when the decision will be given.

Enacted by the Wolfeboro Board of Selectmen

APPENDIX A

Leave Time Accrual

Weekly Leave Time Accrual-35 Hour Work Schedule

<u>Term of Service</u>	<u>Scheduled Hours</u>	<u>Accrual Percentage</u>	<u>Hours Accrued per Week</u>
0 to 5 Years	35	10.00 %	3.50
5 to 10 Years	35	11.00 %	3.85
10 to 15 Years	35	12.00 %	4.20
15 to 20 Years	35	13.00 %	4.55
20 to 25 Years	35	14.00 %	4.90
Over 25 Years	35	15.00 %	5.25

Weekly Leave Time Accrual-40 Hour Work Schedule

<u>Term of Service</u>	<u>Scheduled Hours</u>	<u>Accrual Percentage</u>	<u>Hours Accrued per Week</u>
0 to 5 Years	40	10.00 %	4.00
5 to 10 Years	40	11.00 %	4.40
10 to 15 Years	40	12.00 %	4.80
15 to 20 Years	40	13.00 %	5.20
20 to 25 Years	40	14.00 %	5.60
Over 25 Years	40	15.00 %	6.00

Example: An employee hired full time on July 1, 1996 will move from the 10% accrual level to the 11% accrual level on July 1, 2001. Subsequently, the employee will move from the 11% accrual level to the 12% accrual level on July 1, 2006.

APPENDIX B

Effective January 1, 2015

<u>Plan</u>	<u>Town Contribution</u>	<u>Employee Contribution</u>
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SchoolCare POS(OA)	91.5% of SchoolCare HMO	balance
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SchoolCare HMO	91.5%	8.5%
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SchoolCare Open Access+	91.5% of SchoolCare HMO	balance
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SchoolCare	91.5%	8.5%
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Dental Option 1 or

Dental Option 2

Effective July 1, 2016

<u>Plan</u>	<u>Contribution</u>	<u>Contribution</u>
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SchoolCare POS(OA)	90% of SchoolCare HMO	balance
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SchoolCare HMO	90%	10%
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SchoolCare Open Access+	90% of SchoolCare HMO	balance
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SchoolCare	90%	10%
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Dental Option 1 or

Dental Option 2

- Effective January 1, 2008, any employee that provides the Town with proof of coverage for medical and/or dental insurance, that employee may elect to waive coverage for medical and/or dental insurance provided by the Town, and receive a stipend of \$2,500 annually for waiving Town health insurance, which will be included in the employee's paychecks on a weekly basis.
- The ability to waive coverage and receive additional compensation does not apply where two employees are married, both employed by the Town, and one is covered as a dependent on their spouse's plan.
- Effective January 1, 2015: In the event of a divorce, the ex-spouse will be removed from the employee's plan within 31 days of the qualifying event/decreed and will be placed on a single coverage plan at his/her own expense until the expiration of the COBRA benefit period as allowed by law. Notification of the qualifying event shall be submitted to the Human Resources Coordinator within the 31-day period identified above. Employees who fail to notify the Town of such a qualifying event may be subject to discipline up to and including discharge.

APPENDIX B

Effective July 1, 2016

<u>Plan</u>	<u>Town Contribution</u>	<u>Employee Contribution</u>
SchoolCare Green Open Access	90%	10%
SchoolCare Red Open Access	90% Green Open Access	balance
SchoolCare Dental Option 1 or Dental Option 2	90%	10%

- Effective January 1, 2008, any employee that provides the Town with proof of coverage for medical and/or dental insurance, that employee may elect to waive coverage for medical and/or dental insurance provided by the Town, and receive a stipend of \$2,500 annually for waiving Town health insurance, which will be included in the employee's paychecks on a weekly basis.
- The ability to waive coverage and receive additional compensation does not apply where two employees are married, both employed by the Town, and one is covered as a dependent on their spouse's plan.
- Effective January 1, 2015: In the event of a divorce, the ex-spouse will be removed from the employee's plan within 31 days of the qualifying event/decreed and will be placed on a single coverage plan at his/her own expense until the expiration of the COBRA benefit period as allowed by law. Notification of the qualifying event shall be submitted to the Human Resources Coordinator within the 31-day period identified above. Employees who fail to notify the Town of such a qualifying event may be subject to discipline up to and including discharge.

APPENDIX C

LENGTH OF SERVICE STIPEND

<u>Anniversary Date of Hire</u>	<u>Annual Amount Received</u>
Years 5, 6, 7, 8, 9	\$150 — \$200
Years 10, 11, 12, 13, 14	\$200 — \$250
Years 15, 16, 17, 18, 19	\$250 — \$300
Years 20, 21, 22, 23, 24	\$300 — \$350
Years 25 and beyond	\$350 — \$400

~~Example: An employee hired fulltime on January 1, 1996 will receive a Length of Service Stipend the week following January 1, 2006 in the form of a one time \$200 payment. The employee will receive this \$200 stipend each subsequent year until January 1, 2011 at which time the stipend will increase by \$50 to be paid in the form of a one time \$250 payment.~~