

## **PERSONNEL POLICY:**

### **FOREWORD:**

The Town of Windham is an Equal Opportunity Employer, and shall not discriminate against any applicant or employee for reasons of race, religion, color, sex, age, national origin, marital status, sexual orientation, or physical/mental disability. *(Amended 11/23/98)*

### **ARTICLE I : PURPOSE:**

- 1) This document establishes the policies which comprise the Town of Windham personnel policy as adopted by the Board of Selectmen, with the intent of providing a uniform basis for administration of established policies.

### **ARTICLE II : ADMINISTRATION OF THE PLAN:**

- 1) It shall be the responsibility of the Board of Selectmen to establish the policies which comprise the plan. *(Amended 11/23/98)*
- 2) The Board of Selectmen or their designee shall be responsible for the overall administration of the plan.
- 3) Department Heads shall be generally responsible for adherence to this plan within their departments. Department heads may adopt departmental rules and regulations not inconsistent with the policies established in this plan. In the event that a Department; Policy conflicts with a Town of Windham Policy, the Town of Windham Policy shall take precedence.
- 4) These policies may from time to time be amended by the Board of Selectmen in accordance with the procedures established in Article XXXX: Changes. *(Amended 04/14/97, 06/12/00)*

### **ARTICLE III : SCOPE:**

- 1) The provisions of this plan shall apply to the various classes of town employees as follows:
  - A. All full-time employees of the Town together with those persons appointed to full-time positions who are currently on probationary status shall be covered by and shall participate in all parts of this policy. *(Amended 06/12/00)*
  - B. Part-time employees, together with those persons appointed to fill part-time positions who are on probationary status shall be covered to the same extent as full-time employees, except that such part-time employees shall not be entitled to the benefits of Article XII (Holidays), Article XIII (Earned Time), Article XVII (Life Insurance), Article XVIII (Disability Insurance), Article XIX (Health/Medical Insurance), and Article XXIII (Retirement Benefits). In Sections other than those excepted above, reference to "full-time employees" shall include "part-time employees" if the context allows. *(Amended 06/12/00)*
  - C. All employees of any type are subject to the provisions of Article V (Appointments and Probation), Article VII (Medical/Physical/ Psychological

Examinations), Article VIII (Anniversary Date), Article IX (Wage/Salary Schedules), Article X (Work Hours), Article XI (Overtime), Article XV (Bereavement Leave), Article XVI (Worker's Compensation), Article XXII (False Arrest and Malpractice Insurance), Article XXIV (Performance Evaluation), Article XXV (Reimbursement of Expenses), Article XXVI (Grievance Procedures), Article XXVII (Causes for Discipline), Article XXVIII (Layoff/Recall), Article XXIX (Absence Without Leave), Article XXX (Resignation), Article XXXI (Authorized Leave), Article XXXIII (Access to Personnel Records), Article XXXIV (Political Activity), and Article XXXV (Gifts/Gratuities/Favors). (Amended 04/14/97, 11/23/98, 06/12/00)

- D. Unless the context indicates to the contrary, where the term "employees" is used, it will include all categories of employees set forth in Article IV below.
- E. Notwithstanding any of the above employee classifications, under specific circumstances, an employee(s) may, with prior approval from the Board of Selectmen, be entitled to receive benefits not allowed by specific provisions of this plan, provided the costs for such benefits are borne by a source other than the town or the individual employee(s).

2) Employee benefits as outlined in this policy shall be made available from the date the employee is hired, except that for any employees hired after the first of a month, their Health Insurance, Life and Disability Insurance, and Dental Insurance benefits, shall be made available from the first day of the next month after hire.

3) The contents of this plan shall not apply in those areas that are found to conflict with Federal or State statutes, or existing collective bargaining agreements.

4) This plan supersedes all previous plans and invalidates all inconsistent provisions of previous Board of Selectmen's directives, personnel plans or other personnel documents.

#### **ARTICLE IV : EMPLOYEE DEFINITIONS:**

1) Employees shall be defined as listed below. When appointed, employees shall be made aware of their status.

- A. "Probationary" - The status an employee is placed in upon appointment and remains in until removed by an official action of the Board of Selectmen.
- B. "Full Time" - The status assigned to employees who have successfully completed a probationary period and who are assigned to a regular work week of at least thirty five (35) hours. (Amended 06/12/00)
- C. "Part Time" - The status assigned to employees who have successfully completed a probationary period and are assigned to a regular work week of less than thirty five (35) hours. (Amended 06/12/00)
- D. "Temporary" - The status assigned to employees who are employed for a predetermined length of time, regardless of hours.

2) EMPLOYEE CLASSIFICATION: (Amended 04/14/97, 11/23/98)

A. All employees are classified as either Exempt or Nonexempt employees:

1. *Exempt*: Primarily management, professional, and administrative employees with major responsibilities who do not receive overtime pay. Work in excess of regular workweek is implicit for Exempt personnel without additional compensation.
2. *Nonexempt*: Primarily clerical and nonprofessional employees who receive overtime pay for hours worked in excess of forty (40) hours.

B. An employee's Exempt or Nonexempt status is determined by his or her responsibilities, duties, educational qualifications, and salary. Classification of employees with regard to eligibility for overtime pay is done in accordance with the criteria set forth in the rules and regulations of the Fair Labor Standards Act (FLSA).

3) **RETIREMENT CLASSIFICATION:**

- A. *Group I* - Individuals employed as Dispatchers and other municipal employees.
- B. *Group II* - Individuals employed as Police Chief, Police Captain, Sergeants, and full-time Officers; and as Fire Chief, Deputy, Lieutenants, Fire Fighter/Inspector, and full-time Firefighters.

**ARTICLE V : APPOINTMENTS AND PROBATION:**

- 1) Each department head shall have the right to reject any employment application for valid medical or mental reasons, for poor work record, making a false statement in application, or any other just reasons of unsuitability for the position applied.
- 2) All appointments shall be made by the Board of Selectmen and shall be subject to a probationary period of one (1) year, unless expressly negotiated otherwise. During such time the employees performance shall be subject to close review and at least semi-annual written evaluations to determine competence for that position. A probationary period may be extended by the Board of Selectmen upon the request of a department head. An employee may be placed back into probationary status by the Board of Selectmen if evaluations show a continuing problem. *(Amended 12/15/03)*
- 3) In the hiring of new employees to fill positions of Department Heads, Deputy Department Heads, and other positions involving specialized training and skill, the Board of Selectmen may, as a hiring incentive, offer to said employee benefits to which said employee would not otherwise be entitled without previously having been in the employ of the Town for a period of time. The Board shall specify by vote which benefits hereunder will be subject to such special treatment and how long such special benefits shall continue.
- 4) Annual performance evaluations as specified in Article XXIV shall be done on each individual employee. Such evaluations shall be considered in such matters as promotions, termination, and salary adjustments. *(Amended 11/23/98)*
- 5) The probationary period may be waived in cases of movement within the Town organization, where an employee assumes duties and responsibilities that are substantially similar to a previously held Town position.

- 6) The Town may hire a relative of an employee provided the individual possesses the usual qualifications for employment. However, related persons will not be given work assignments which require one relative to direct, review or process the work of another, or which permit one relative to have access to the personnel records of the other. If one employee marries another, both may retain their positions if they do not work in the same department, are not under the direct or indirect supervision of the other, and neither occupies a position which has influence over the other's employment, promotion, salary, administration, and other related management or personnel considerations. *(Amended 04/14/97)*
- 7) Once an applicant has been extended an offer of employment, a background investigation, to include a criminal background check, will be conducted and the applicant will be required to undergo a medical physical examination as outlined in Article VII, as well as any other test based on job descriptions, regulations, or standards. The applicant will be required to pass these requirements prior to being formally hired by the Town. *(Amended 04/14/97, 11/23/98)*

**ARTICLE VI : POSITION DESCRIPTION:**

- 1) A description will be prepared for each position which will generally outline the position's duties and responsibilities and the prerequisite knowledge, skills and abilities.
- 2) All position descriptions shall be approved by the Board of Selectmen and retained at the Administrative Offices and shall be available for review.

**ARTICLE VII : MEDICAL PHYSICAL/PSYCHOLOGICAL EXAMINATIONS:**

- 1) Prior to appointment, the potential employee shall take a medical physical examination which shall be designed to determine the potential employee's physical suitability for employment for the job position sought. *(Amended 04/14/97, 11/23/98)*
- 2) For positions deemed appropriate by the Board of Selectmen, employees may be required to undergo psychological examination.
- 3) Examinations may be required of employees who are transferred, or promoted to positions within the Town's work force.
- 4) Examinations outlined in this article shall be administered by professionals or clinics selected by the Town, at no cost to the applicant/employee.

**ARTICLE VIII : ANNIVERSARY DATE:**

- 1) The employee's anniversary date is defined as the date of appointment to Town service.
- 2) Anniversary dates shall be considered when determining time in service and earned time benefits.

**ARTICLE IX : WAGE/SALARY SCHEDULES:**

- 1) Current wage/salary schedules for employees are available at the Administrative Offices.
- 2) Employees may be eligible to advance through the steps of their pay range based on performance and upon the recommendation of their Department Head. The Town Administrator shall approve step increases based on satisfactory evaluations. Step increases shall be effective on the first day of the pay period closest to the employees step date. *(Amended 04/14/97, 12/15/03)*
- 3) It shall be the responsibility of the Board of Selectmen with the assistance of the Town Administrator to determine on a regular basis if the wage/salary schedules are appropriate, and make changes as warranted. *(Amended 11/23/98)*

**ARTICLE X : WORK HOURS:**

- 1) Each Department Head shall be responsible for setting the work hours and schedules for personnel in that department. The Department Head shall have the authority to change and/or alter the work hours and schedules as deemed necessary for the good of the department and the Town. During the employee's assigned work shift, under no circumstances will nonexempt employees be authorized to perform their assigned duties from their residence or any other non-authorized location. Work assignments that demand an alternative location other than the employee's designated work station, such as another town building or an off-site conference location, may be approved by the Department Head. *(Amended 06/06/2011)*
- 2) Any proposed change or alteration of work hours and schedules that could result in reduced access by the general public or in increased hours that have a budgetary impact shall be brought to the Board of Selectmen for their review, and shall require their approval; noting that in the interest of the general public's access to Town services, they may approve a change or alteration of work hours and schedules different from that proposed. *(Amended 01/11/16)*
- 3) The Town of Windham shall utilize a weekly pay period consisting of seven (7) days, beginning at 12:01 a.m., Thursday morning and ending Wednesday night, midnight one (1) week later, except for Fire Department personnel which shall use a payroll week beginning 8:00 am, Wednesday morning and ending Wednesday morning 7:59 am, one week (1) later. *(Amended 01/10/94, 06/12/00, 12/15/03)*

**ARTICLE XI : OVERTIME:**

Overtime pay for non-exempt Town employees shall be calculated at the rate of one and one half times the normal hourly rate of pay, based on a forty (40) hour work week. Overtime pay as outlined will be paid for any time worked in excess of forty (40) hours per week.

- 1) Overtime pay for non-exempt Town employees who work less than forty (40) hours per week, but are employed on a full time basis, shall be calculated at the regular hourly rate, up to forty (40) hours per week. Hours worked in excess of forty (40) hours per week will be paid as outlined in Section 1 above.
- 2) Overtime pay for non-exempt Town employees who meet the Fair Labor Standards Act definition of employees working in fire protection activities shall be paid at one and one-half times the normal hourly rate for all hours worked in excess of forty-two (42) hours in a seven (7) day cycle. *(Amended 08/08/88, 04/14/97, 06/12/00)*

- 3) Bereavement leave, earned time leave and absence while out of work due to a Worker's Compensation claim shall be considered time worked for the purpose of this section. *(Amended 04/14/97)*
- 4) At the discretion of the Department Head, non-exempt employees may be allowed compensatory time in lieu of actual pay for overtime, provided however the total accumulation of compensatory time is not more than forty (40) hours at any given time.
- 5) In no event shall a non-exempt Town employee work in excess of forty (40) hours per week without express authorization from their Department Head or Supervisor. *(Amended 06/06/2011)*

**ARTICLE XII : HOLIDAYS:**

- 1) There shall be eleven (11) holidays per year, designated as: *(Amended 01/13/92, 06/12/00)*

New Year's Day	Memorial Day	Columbus Day	Day after Thanksgiving
Martin Luther King Day	Independence Day	Veteran's Day	Christmas
Presidents Day	Labor Day	Thanksgiving Day	

- 2) Full-time non-exempt employees who are normally assigned a shift that works during a holiday will receive compensation at the rate of two times the regular hourly rate of pay for time worked during the holiday (maximum of eight (8) hours), in addition to the normal pay for that period.
- 3) Full-time non-exempt employees who are normally assigned to a shift that is scheduled off during a holiday will receive compensation of eight (8) hours of pay at the regular rate in addition to the normal pay for that period.
- 4) A Department Head may allow substitute days off in the form of compensatory time in lieu of holiday pay, to be taken at the discretion of the Department Head.
- 5) Holiday pay benefits as outlined above shall be computed for the date observed by the Town of Windham. *(Amended 06/12/00)*
- 6) In order for an employee to receive holiday pay benefits as outlined in sub-sections 2 and 3 above, said employee must work his or her regular scheduled shifts preceding and following the holiday. *(Amended 08/24/87)*
- 7) Fire Department Employees assigned to shift duties (average of 42 hours/week), regardless of whether they are normally assigned to work on a holiday or not shall receive compensation of ten (10) hours of straight time for the holiday, in addition to their regular pay for that period. *(Amended 07/26/99)*
- 8) Fire Department Employees assigned to shift duties (average of 42 hours/week), shall observe the actual Holiday date. Christmas will be observed from 18:00 hrs December 24<sup>th</sup> to 18:00 hrs December 25<sup>th</sup>. New Years will be observed from 18:00 hrs December 31<sup>st</sup> to 18:00 hrs January 1<sup>st</sup>. *(Amended 07/26/99)*

**ARTICLE XIII: EARNED TIME: (Amended 11/04/2024)**

1) Earned Time is an alternative approach to the traditional manner of covering absence for vacation, personal leave days, and sick leave. Instead of dividing benefits into a specific number of days for each benefit, Earned Time puts these days together into a single benefit. Earned Time days can be used for a variety of purposes. Earned Time is available as soon as it is "earned". The exact number of Earned Time days available each year will depend on the employee's years of service to the Town.

2a) COVERAGE: Management level employees (meaning Department Heads, Deputy Department Heads, and the Cable Coordinator) who are employed in positions scheduled to work at least thirty-five (35) hours per week are covered by Earned Time. The accrual rates are as follows:

<u>Years of Service</u>	Days <u>Per Hour</u>	Accrued Hrs. <u>Per Hour</u>	Accrued Hrs. <u>Per Year</u>	Accrued Annual <u>Days</u>
0 thru 5	.0120	.0962	200	25
6 thru 10	.0144	.1154	240	30
11 thru 19	.0168	.1346	280	35
After 19	.0192	.1538	320	40

Note: The above table is based on a forty hour per week schedule and is to be prorated for those employees working less than forty (40) hours per week. For purposes of calculating an individual's actual accruals, the "Hrs Accrued Per Hour" column shall be used as the factor.

2b) Non-management employees scheduled to work for at least thirty five (35) hours per week shall receive the following:

<u>Years of Service</u>	Days <u>Per Hour</u>	Accrued Hrs. <u>Per Hour</u>	Accrued Hrs. <u>Per Year</u>	Accrued Annual <u>Days</u>
0 thru 5	.0096	.0769	160	20
6 thru 10	.0120	.0962	200	25
11 thru 19	.0144	.1154	240	30
19 +	.0168	.1346	280	35

Note: The above table is based on a forty (40) hour per week schedule and is to be prorated for those employees working less than forty hours per week. For purposes of calculating an individual's actual accruals, the "Hrs Accrued Per Hour" column shall be used as the factor.

2c) Those employed in positions scheduled to work an average of forty-two (42) hours per week shall receive the following:

<u>Years of Service</u>	Days <u>Per Hour</u>	Accrued Hrs. <u>Per Hour</u>	Accrued Hrs. <u>Per Year</u>	Accrued Annual <u>Days</u>
0 thru 5	.0091	.1099	240	20
6 thru 10	.0114	.1374	300	25
11 thru 19	.0137	.1649	360	30
19 +	.0160	.1924	420	35

Note: The above table is based on an average forty-two hours per week schedule and is to be prorated for those employees working less than an average forty-two hours per week. For purposes of calculating an individual's actual accruals, the "Hrs Accrued Per Hour" column shall be used as the factor.

Probationary Employees: For purposes of accrual of Earned Time, covered probationary employees shall accrue Earned Time on a prorated basis using per hour accrual rates.

3) For purposes of this Policy, years of service will be calculated in a manner identical to that used for purposes of Seniority. Employees accumulate Earned Time based on (a) regularly scheduled hours worked or in pay status up to those hours budgeted for the position (other non-status hours worked and supplemental compensation such as overtime are excluded) and (b) years of service to the Town. The figures reflected in the columns titled, "Hrs. Accrued Per Year" and "Annual Days" in Section 2(a) through 2(c) shall constitute the maximum amount of leave that may be accrued in any calendar year. Earned Time shall not accrue based on overtime hours worked.

- a. Increases in accrual factors shall be effective on the first day of the pay period closest to the date the employee's level of accrual is scheduled to change.  
(Amended 1/27/14)

4) Termination and Restoration of Service Credit: An employee whose break in service from the Town is less than one (1) year will have his/her years of service 'bridged' for purposes of computing Earned Time accrual. For breaks of more than one (1), year an individual will earn one (1) year of service credit for each year of employment after return, until all prior years of service are factored into the employee's Earned Time accrual. After five (5) years of employment following a return to work, the employee shall accrue Earned Time at a rate that includes all previous years of service.

5) USAGE:

A. Earned Time days may be used any time after being earned, including during an employee's probationary period, subject to the conditions set forth herein. It is expected that all planned absences will be mutually agreed upon by the employee and his/her supervisor prior to the date of absence. Earned time in excess of 5 days shall be subject to the approval of the Department Head, which will not be unreasonably withheld. A Department Head may deny a request for planned Earned Time if the use of Earned Time would adversely impact Department operations, including leaving a Department short-staffed or would scheduling for excess, unbudgeted overtime. In the event that a conflict exists between two requests for Earned Time made by two or more employees, the Employee who has the higher Seniority shall be awarded the leave.

B. At no time shall there be more than twenty-five (25) percent of the personnel of any one department on Earned Time leave at the same time, unless expressed permission has been granted by the Department Head.

C. If, in the opinion of the department head, an emergency exists, or is believed to be imminent, the Department Head shall have the authority to cancel Earned Time leaves and/or call personnel back from Earned Time leave should such action be deemed necessary to control said emergency.

D. Earned Time days may be used in units of no less than one-half hour.

E. Earned Time days may be taken to cover absence for any reason, including illness, vacation, funeral, dentist or doctor visits.

F. Earned Time benefits accrue only during the initial three (3) weeks (15 working days) of Sick Leave Pool usage, after which Earned Time will cease accruing. Each separate use of the Sick Leave Pool, however, provides for the continuing earning ability.

G. Employees are limited to no more than twenty-one (21) consecutive days off on Earned Time during the thirty (30) day period immediately preceding their date of termination or retirement from the Town.

H. Earned Time Buyback: An earned time buyback on one block of up to 80 hours maximum each year while maintaining a minimum bank of 120 hours will be allowed to be purchased in July of each year.

7) SICK LEAVE POOL TIME:

A. Employees may convert accrued, but unused, Earned Time to Sick Leave Pool Time. Only whole Earned Time days may be converted to Sick Leave Pool Time. Earned Time may only be converted to Sick Leave Pool Time once per year between July 1 and July 31 of each calendar year, provided the employee notifies the Human Resource Director of the employee's election to convert Earned Time in writing.

B. An employee shall receive three (3) days of Sick Leave Pool Time for each day of Earned Time so converted.

C. Sick Leave Pool Time, once converted, cannot be converted back to Earned Time and shall not be subject to any Earned Time Buyback set forth in Section 6(H) above, nor for payout upon termination in accordance with Section 8 below.

D. Employees may not accrue or carry more than 150 Sick Leave Pool Days. An employee may convert additional Earned Time to Sick Leave Pool Day if the employee reduces his/her Sick Leave Pool Accrual below the 150 Day threshold.

E. Sick Leave Pool Days may only be used in accordance with the following protocols and conditions:

1) Sick Leave Pool Time may be used on the fourth consecutive workday absence due to illness, injury, or other disability.

2) An employee seeking to use Sick Leave Pool time must provide a note from the employee's treating physician or medical professional. The Town may request further notes to confirm that the employee remains qualified to use Sick Leave Pool Time.

3) Sick Leave Pool Time may only be used for an illness, injury, or health-related condition of the employee.

8) TERMINATION:

- A. Earned Time up to a maximum of eight hundred (800) hours for those employees hired prior to October 1, 2011 will be paid at the time of termination or retirement.
- B. Management level employees: Earned time up to a maximum of six (600) hours for those Management level employees hired or promoted to department head after October 1, 2011, will be paid at the time of termination or retirement if the termination occurs under normal circumstances.
- C. Nonmanagement employees: Earned time up to a maximum of four hundred (400) hours for those employees hired after October 1, 2011, will be paid at the time of termination or retirement if the termination occurs under normal circumstances.
- D. For the purpose of this Section 8, a termination shall be considered to occur under normal circumstances if the employee retires or resigns with a minimum of two (2) weeks' notice, provided that, at the time of the notice of retirement or resignation, the employee is not under investigation or subject to disciplinary proceedings related to the employee. Employees who are terminated because of failure to adhere to any policy or procedure of the Town shall not be entitled to a payout of accrued, but unused Earned Time. Employees that are laid off by the Town for the purpose of workforce reduction shall be considered terminated under "normal circumstances." Exceptions to such notice requirements may be granted by the Board of Selectmen. Employees may leave Earned Time earnings intact, pending recall, if the nature of their absence from employment is lay-off.

#### 9) MAXIMUM ACCRUALS AND CARRY-OVER

- A. Employees hired prior to October 1, 2011, are allowed to accumulate up to a maximum of nine hundred and sixty (960) hours in their Earned Time as of the pay period immediately ending after December 15th of each calendar year. Those employees who have more than nine hundred and sixty (960) hours remaining as of the pay period immediately ending after December 15th of each calendar year will be able to be paid for up to eighty (80) hours of earned time at their then current rate, payable prior to the end of the calendar year. Any time still remaining above nine hundred and sixty (960) as of the pay period immediately ending after December 15th of each calendar year, after any hours converted for payment, shall be forfeited by the employee and removed from their leave balances.
- B. Management Level Employees hired after October 1, 2011, are allowed to accumulate up to a maximum of six (600) hours in their earned time account as of December 31st of each calendar year. Any time above the six (600) hour maximum accrual shall be forfeited by the employee and removed from their leave balances.
- C. Non-management employees hired after October 1, 2011 are allowed to accumulate up to a maximum of four hundred (400) hours in their earned time account as of December 31st of each calendar year. Anytime above the four hundred (400) hour maximum accrual shall be forfeited by the employee and removed from their leave balances.

D. An Employee who has reached the maximum Earned Time accrual set forth in this Section 9, may, on the pay period immediately ending after December 15th of each calendar year will be able to be paid for up to eighty (80) hours of earned time at their then current rate, payable prior to the end of the calendar year. If an employee does not elect to accept payment in accordance with this Section 9(D) and who has reached their maximum Earned Time accrual shall not be entitled to accrue any additional Earned Time in the following calendar and shall forfeit their right to accrue further Earned Time.

**ARTICLE XIV : CHILDREN AT WORK:** *(Amended 06/06/2011)*

- 1) Employees of the Town are not authorized to bring children with them during their assigned work shift. If, however, in the event that an emergency situation arises and the employee must bring a child to their work location, the employee must notify their Department Head immediately. Employees will be allowed to have their child present for no more than a one (1) hour duration, during which time the employee is expected to make the necessary provisions to take the child to another location or request leave for the remainder of the work shift.
- 2) Any exceptions to this policy, such as attendance at Town-sponsored community events or special workday events such as the annual Senior Picnic, must be approved by the Town Administrator.

**ARTICLE XV : AUTHORIZED LEAVE:** *(Amended 08/12/13)*

- 1) Pregnant employees may continue to work until they are certified unable by their physician. At that point, pregnant employees may be entitled to receive benefits under the Town of Windham's disability plan.
- 2) Pregnant employees in a police or firefighter position have the option to request, through their Department Head, temporary assignment to non-line duties for the duration of their pregnancy or until a time mutually agreed to by the individual employee and the Department Head. Upon approval of this request by the Board of Selectman, the Department Head will reassign the employee to an appropriate position within the department.
- 3) Further, the town of Windham fully recognizes eligible employees' rights and responsibilities under the Family Medical Leave Act, applicable state family leave laws, and the American with Disabilities Act. Paid leave may be substituted for unpaid leave in accordance with the town of Windham's FMLA policy.
- 4) Employees are allowed up to twelve (12) weeks of leave without pay, in a twelve (12) month period for eligible reasons provided under the Family medical Leave Act of 1993 (FMLA) and in accordance with the town of Windham's FMLA policy.
- 5) After twelve (12) weeks have elapsed, the employee's employment status will be continued only by virtue of return to duty or medical evidence clearly stating the employee's inability to return to assigned duties. With the approval of the Department Head a maximum of two (2) weeks of Earned Time may be utilized to extend the leave of absence. If no medical reason exists following the expiration of the leave and possible two (2) week extension from Earned Time, the position will no longer be held open.
- 6) Employees may, with the approval of the Board of Selectmen, be granted a leave of absence without pay. The granting of such leave shall protect the employee's existing continuous service for the leave period. A leave of absence will not be granted to permit employment elsewhere.
- 7) Authorized leaves of absence with protected seniority shall not be permitted for periods in excess of thirty (30) days, except in unusual and deserving cases.

- 8) Authorized leave shall not be granted until all the employee's earned time has been exhausted, and, if leave without pay is granted on account of sickness, until all of their Sick Leave Pool time has also been exhausted. No earned time may be accumulated during a leave of absence without pay. (Amended 01/25/93, 04/14/97)
- 9) An employee shall be given time off without loss of pay or annual benefit accruals when summonsed for jury duty. If called to jury duty, the employee shall be paid their regular pay and shall sign over to the town any compensation received for their jury service, exclusive of mileage.
- 10) Employee benefits such as health insurance and retirement may be continued at the expense of the employee for the period(s) specified by these rules and/or Federal or State law. Employees shall not be entitled to any other benefits while on a leave without pay. (Amended 04/14/97)
- 11) An employee who accepts full-time employment from another employer while on leave without pay shall be deemed to have voluntarily severed the employer/employee relationship with the Town. (Amended 04/14/97)
- 12) Department Heads shall be authorized to allow a paid leave of absence to an employee who has experienced a traumatic incident while in the performance of their duties and who, in the Department Head's view, presents a risk to themselves or to others should they remain on duty. The paid leave shall not exceed the hours remaining in the day or shift which the incident occurs. Any additional time off needed by the employee beyond the one day or shift shall require the use of earned time or other benefit time. For incidents or occurrences of this nature, the Department Head's decision shall not be arbitrary or capricious, and shall be final and binding and not subject to the Grievance Procedure under Article XXVI. (Amended 09/08/03)

**ARTICLE XVI : BEREAVEMENT LEAVE:** (Amended 11/23/98)

- 1) In case of the death of an employee's immediate family member, an eligible employee may be granted leave of absence with pay for the work days falling between the time of death and the day of the funeral, not to exceed three (3) days. In special cases, the Town Administrator may grant additional leave if it is deemed to be in the best interest of the employee and the Town of Windham. (Amended 11/23/98)
- 2) "*Immediate Family*" is defined as the spouse, child, step-child, foster child, brother, sister, parent, grandparent, grandparent-in-law, grandchild, parent-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, or any relative residing in the same household as the employee. (Amended 04/14/98, 11/23/98, 07/26/99)
- 3) The Town Administrator may, at his discretion, grant up to three (3) days leave in special circumstances (e.g. death of a step-parent who served as parent in loco).

**ARTICLE XVII : WORKER'S COMPENSATION:** (Amended 06/12/00)

- 1) The Town of Windham shall purchase and pay the premiums for New Hampshire Worker's Compensation, the benefits of which will be available to all employees regardless of their classification.
- 2) Employees must report all injuries received while on duty to their Department Head or immediate supervisor as soon as possible after an occurrence, and be responsible for filing form 8WC which can be obtained from their Department Head.

- 3) The Town, and/or its Worker's Compensation carrier, retains the right to request updated medical information during the disability. If a medical exam is requested, the Town or carrier shall use a qualified doctor.
- 4) A Worker's Compensation claim which results in lost time must be supported by a doctor's statement outlining the nature of the disability and if possible the anticipated length of the disability.
- 5) An employee utilizing Workers Compensation benefits shall advise their Department Head immediately upon receiving a medical clearance to return to work including work in a light duty capacity.
- 6) Prior to returning to work, the employee shall provide a doctor's statement clearing the employee's return to his/her regular duties.
- 7) An employee out on Worker's Compensation from the Town may not perform work for another employer.
- 8) While on Workers' Compensation leave, employees shall continue to accumulate seniority and will remain eligible for full benefits, up to a maximum of fifty-two (52) weeks.
- 9) All employees who are injured or incur a job related illness while in the performance of their duties shall receive 100% of his/her normal base pay (normal budgeted pay less normal deductions, not including overtime) while on injury leave.
- 10) The first several weeks are adjustment weeks when the employee is awaiting the decision of the Worker's Compensation carrier and the receipt of Worker's Compensation payments. During the initial period, the Town will continue to issue the employee a check for his/her normal base pay, less all normal deductions.
- 11) All Workers' Compensation benefits received retroactively by an employee for the period during which the Town was providing normal base pay in accordance with this Article will be assigned by the employee (by "signing over" checks) to the Town to reimburse it in part for the advancing of such benefits. No employee shall thus earn more on Workers' Compensation than they would have, had they been working during the period.
- 12) In the event that an employee fails to sign over to the Town any Worker's Compensation check(s) due to the Town under this Article, the Town shall have no further obligation to pay the employee hereunder, unless and until the employee fulfills his/her obligation by signing over said checks to the Town.
- 13) Upon acceptance by Worker's Compensation and upon receipt of benefit payments, the Town will reimburse the employee for all Medicare, Social Security (if applicable), and retirement deductions taken as part of the Worker's Compensation share of the initial payments made by the Town.
- 14) In the event that the Worker's Compensation check received by the employee is less than 100% of normal base pay, the Town will issue a separate check for the difference making normal required deductions for F.I.T., Retirement, FICA and voluntary deductions as previously approved by the employee, and the employee shall keep the entire Worker's Compensation check.

- 15) In the event that Worker's Compensation check is greater than 100% of normal base pay, the employee shall keep the entire check, and the Town will make no supplemental payment.
- 16) If an employee is denied benefits he/she must repay the Town for all compensation received from the Town. Repayment will be accomplished by charging Earned Time accumulations, both current and future, until the overpayment has been rectified, provided, however, that any repayment of sums due from accrued Earned Time will not be reduced below the level where the employee cannot take at least one week of Earned Time leave each year.
- 17) Employees out on Workers Compensation will remain responsible for payment of all their weekly health insurance co-payment, health spending, and dependant care deduction amounts. If an employee is not receiving any supplemental payment from the Town (with or without the use of Earned Time or Pool Time), they shall make arrangements with the payroll department to pay these deductions through the use of cash or checks payable to the Town's health insurance third party administrator and the Town of Windham Expendable Health Trust.

**ARTICLE XVIII : LIFE INSURANCE:**

- 1) The Town of Windham shall select a Carrier to provide Life Insurance for its employees. The Town shall pay the entire cost of the premium for such coverage. Coverage shall be in an amount not less than one (1) year's salary. With the current policy, coverage decreases by one-half (1/2) at age 70 and discontinues by age 75. *(Amended 08/24/87)*
- 2) A copy of the Life Insurance Policy shall be provided to each qualified and covered employee.

**ARTICLE XVIX : DISABILITY INSURANCE:**

- 1) The Town of Windham shall select a Carrier to provide long term Disability Insurance for its eligible employees. The Town shall pay the entire cost of the premium for such coverage.
- 2) A copy of the insurance policy shall be provided to each qualified and covered employee.
- 3) Earned Time benefits including, when appropriate, Sick Leave Pool days, may be used to supplement disability benefits, however an employee may not receive a combined payment which exceeds one hundred percent (100%) of his/her base salary during a period of disability. *(Amended 07/26/99)*

**ARTICLE XX : HEALTH/MEDICAL INSURANCE:**

1) The Town of Windham shall select a Carrier to provide Health/Medical Insurance coverage for its employees. The Town shall pay the cost of the monthly premium for single, two (2) person or family coverage, except that each employee will contribute the equivalent of 25% of the current rate for the plan selected from Section A(1) and A(2) below, and 20% of the current rate for the plan selected from Section A(3) below, inclusive of any adjustments that may change from year to year. Such contributions will be made through payroll deductions. *(Amended 01/26/98, 03/20/00, 06/12/00 3/31/02, 04/10/06, 2/13/12, 4/6/2020)*

A. Employees may choose among the following plan choices as provided for by the NH Health Trust: *(Amended 4/6/2020)*

- 1) ANTHEM MTB 20 RX 10/20/45
- 2) ANTHEM MTB 15IPDED RX 10/20/45
- 3) ANTHEM MTB SOS 20/40/1KDED RX 10/20/45

B. Health/Medical Insurance coverage shall be extended for employees entitled to retirement benefits upon termination of employment with the Town. Said coverage shall be provided at the Town's expense as follows:

10 - 15 years of employment	- 3 months
15 - 20 years of employment	- 6 months
20 - 25 years of employment	- 9 months
Over 25 years of employment	- 12 months

C. Employees who would otherwise be eligible for Town Health/Medical Coverage, who elect Health Insurance Coverage under their spouse's plan, or another comparable insurance plan, the cost of which are paid for by an employer other than the Town, will be eligible for compensation in lieu of the Town's Health Insurance Plan. Eligible employees will be compensated \$2,500 annually for waiver of the single plan benefit, \$8,000 annually for waiver of the two-person plan benefit, or \$10,000 for waiver of the family plan benefit. Applicable stipends shall be prorated and paid monthly as long as the employee maintains the waiver. *(Amended 6/28/12, 4/21/14; 12/11/17)*

a) To be eligible for this benefit employees must meet the following criteria:

- I. Have and show proof of coverage in a comparable Plan.
- II. Initially, attend informational seminar to explain the effect of this waiver.
- III. Sign a "Waiver of Insurance" for discontinuing health insurance coverage with the Town.

b) For any existing employee who, as of January 1, 2018 is receiving compensation for waiver of health insurance, prior to becoming eligible to receive an increase in said compensation, a sufficient number of other employees must elect to waive their health insurance benefit so that the total cost for providing the insurance and stipends does not result in any additional cost to the Town.

- 2) Employees may remain on the Town's Plan upon separation from Town service in accordance with provisions of State law in effect at the time of termination. The employee shall be responsible for payment of the premium to the Town of Windham for coverage elected. *(Amended 08/24/87)*
- 3) A copy of the insurance policy will be provided to each qualified and covered employee. *(Amended 01/10/94)*
- 4) Medicare benefits shall be provided for all employees hired after April 1, 1986. Payments shall be contributed by both the employer and employee in matching amounts. *(Amended 08/24/87)*
- 5) The Town of Windham will purchase and maintain a Dental Insurance policy for its employees and their qualified dependents, the cost of which to be borne by the Town. *(Amended 08/24/87)*

**ARTICLE XXI : ACADEMIC REIMBURSEMENT:**

- 1) Subject to departmental budget restrictions, employees may request reimbursement for the cost of tuition for job-related course(s) taken at their own initiative.
- 2) Employees must make the request prior to registering for the course. The request shall be submitted to the department head outlining the institution offering the course, course content, cost, and benefit to the employee and the Town.
- 3) The Department Head shall review the request and will submit a recommendation to the Town Administrator for final approval. *(Amended 11/23/98)*
- 4) In order to receive reimbursement, the employee must submit documentation of achieving a passing grade of "C" or better, along with a receipt for the cost of the course.

**ARTICLE XXII : PERSONAL DRESS:** *(Amended 06/06/2011)*

- 1) Notwithstanding specific dress or uniform requirements established by each Department Head, there are certain minimum standards that should be adhered to by all Town employees. It is expected that all employees come to work with a clean, neat, well-groomed appearance and workplace appropriate clothing. Denim jeans, excessively tight-fitting clothing, low riding pants, undergarment-type sleeveless tops, bare midriff (half) shirts, shorts, and short (mini) skirts/dresses are not considered workplace appropriate clothing. Footwear such as flip flops/beach type sandals is not acceptable.
- 2) If an employee is not dressed or groomed appropriately for work or their work assignment, the employee may be sent home to change and be subject to disciplinary action. This time will be unpaid unless otherwise required by law. As noted above, individual Department Heads may establish more stringent dress requirements through issuance of Departmental Standard Operating Procedures or Guidelines, based upon the nature of work or other outside requirements. A designated "Dress-down Day" or "Special Occasion" may be authorized by the Department Head. Department Heads shall provide notification of such designation to the Town Administrator.

- 3) Specific exceptions to the personal dress policy may be granted due to weather conditions, special work assignments or safety/medical reasons. Exceptions of this nature shall be presented to the Department Head for approval."

**ARTICLE XXIII : UNIFORM ALLOWANCE:**

- 1) The Town of Windham will provide a Uniform Allowance for eligible personnel in approved amounts to offset the costs of purchasing and maintaining the uniform standards set by the Department Head.
- 2) The department head will prepare and maintain standard Uniform Requirements and approved vendors for purchase of uniforms.
- 3) Uniform allowances shall be paid as follows:
  - A. Fifty (50) percent of this allowance shall be paid during the month of April of each year, following the annual Town Meeting. *(Amended 04/14/97)*
  - B. The remaining fifty (50) percent of this allowance shall be paid six (6) months later.
- 4) The Town shall repair or replace the following specific personal property damaged or destroyed on duty, unless gross negligence can be shown on the part of the employee, to the specific maximum levels: watches – not to exceed \$40; eye lenses or contacts – not to exceed \$100; and eye glass frames – not to exceed \$100. *(Amended 07/26/99, 12/15/03)*

**ARTICLE XXIV : FALSE ARREST AND MALPRACTICE INSURANCE:**

The Town of Windham shall purchase and maintain adequate insurance to protect employees from false arrest and medical malpractice lawsuits, at no cost to the employee.

**ARTICLE XXV : RETIREMENT:**

- 1) The Town shall maintain membership for those employees who qualify for the New Hampshire Group II (see Article IV, Definitions) Retirement benefits, and make appropriate contributions as required by the State. *(Amended 11/23/98)*
- 2) The Town shall maintain membership for those employees who qualify for New Hampshire Group I (see Article IV, Definitions) Retirement benefits, and make appropriate contributions as required by the State. In addition, a supplemental retirement benefit through an independent source such as Diversified Investors shall be maintained in amounts established by the Board of Selectmen with input from the affected participants. *(Amended 04/14/97, 11/23/98)*

**ARTICLE XXVI : PERFORMANCE EVALUATION:**

- 1) All employees shall be evaluated at least once annually. The purpose of the evaluation is to monitor the employee's performance to provide a record of the employees strengths and weaknesses.
  - A. The performance review system is designed to: *(Amended 04/14/97, 11/23/98)*

1. Maintain or improve each employee's job satisfaction and morale by letting him/her know that his/her supervisor is interested in his/her job progress and personal development.
2. Assist in determining and recording special talents, skills and capabilities that might otherwise not be noticed or recognized.
3. Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
4. Serve as a systematic guide for supervisors in planning each employee's further training.
5. Assure considered opinion of an employee's performance.
6. Assist in planning personnel moves and placements that will best use each employee's capabilities.
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary actions, and reassessments.
8. Facilitate the establishment of future goals and objectives for the employee.

B. Probationary employees shall be evaluated at least at the end of six months as well as at the end of the one year probationary period. The probationary employee's immediate supervisor shall notify the Board of Selectmen, at least one (1) month prior to the expiration of the probationary period, to either a) extend the probationary period; b) terminate the individual's employment; or c) continue as an employee of the Town. In each case, the supervisor shall provide written reasons and documentation for the recommendation.

Should a probationary period be extended for 30 days, the probationary employee's immediate supervisor shall notify the Board of Selectmen at least 7 days prior to the expiration of the extension of his/her recommendation for the continuation or termination of the employee's employment.

Should a probationary period be extended for more than 30 days, the immediate supervisor will conduct an evaluation at 30 day intervals and shall notify the Board of Selectmen at least 7 days prior to the expiration of the extension of his/her recommendation for the continuation or termination of the employee's employment.

Commencing with the employee's anniversary date, or step date if different, performance evaluations shall be conducted at least annually. *(Amended 06/12/00)*

- 2) Evaluations shall be completed by the immediate supervisor and reviewed by the Department Head and Town Administrator, or in the case of a Department Head, by the Town Administrator with review by the Board of Selectmen. The Town Administrator shall be evaluated by the Board of Selectmen. *(Amended 04/14/97, 11/23/98)*
- 3) Employees shall have the opportunity to review and comment on their evaluation. If an employee feels that the supervisor's evaluation is not accurate, the employee must

so indicate on the evaluation form. The review process shall proceed up the supervisory chain until either the employee is satisfied or until the decision of the Board of Selectmen. The decision of the Board is final and without administrative recourse.

- 4) In cases where evaluations are the basis for step increases, they shall be completed preceding the employee's anniversary date or annual department evaluation date.
- 5) If a non-probationary employee receives an unsatisfactory evaluation, they shall be reevaluated within six (6) months. A subsequent unsatisfactory evaluation may be cause for disciplinary action.
- 6) The Town Administrator shall have the authority to grant step increases provided the evaluations are at least satisfactory.
- 7) Step increases will be effective on the employee's anniversary date of scheduled step increase or retroactively to the anniversary date of scheduled step increase as appropriate. *(Amended 01/25/93, 04/14/97)*

#### **ARTICLE XXVII : REIMBURSEMENT OF EXPENSES:**

Reimbursement for lodging, travel, and meal expenses shall be allowed providing the expenses are reasonable and in accordance with the following:

- 1) LODGING: Receipts must be presented to verify rates, duration of stay, and other charges. Double occupancy accommodations must be used whenever appropriate.
- 2) TRAVEL: Round trip travel by car will be compensated at the allowed Federal IRS rate. The amount of mileage shall be calculated from the employee's normal place of employment to the point of destination. If a department vehicle is available for use by the employee and the employee chooses not to use the vehicle, the employee shall not entitle to any mileage reimbursement. The Board of Selectmen will consider requests for airfare for trips greater than 200 miles. Means of travel must be accomplished by the least expensive mode, unless otherwise authorized by the Selectmen. *(Amended 04/14/97, 11/23/98, 12/15/03)*
- 3) MEALS: Any employee required to attend a seminar or conference which requires overnight lodging will be entitled to reimbursement for the following expenses provided they are not included in the registration fees:

A. Breakfast	\$5.00
B. Lunch	7.00
C. Dinner	15.00
D. Per Diem	27.00

- 4) **REQUEST FOR REIMBURSEMENT PROCEDURE:**

- A. Request must be made on a "Request for Check" form, and accompanied by all receipts.
- B. Reimbursement request(s) shall be reviewed and approved by the appropriate department head prior to submission to the Administrative Offices. *(Amended 01/25/93)*

**ARTICLE XXVIII : GRIEVANCE PROCEDURES:**

- 1) **DEFINITION** - A grievance under this personnel code is defined as an alleged violation of any provision of this personnel code, including alleged violations of State and/or Federal laws dealing with employment, wages, hours or working conditions.
- 2) **STEP 1** - Any employee who deems him/herself aggrieved shall, within five (5) working days of the occurrence or knowledge of the problem, bring such grievance to the attention of his/her immediate supervisor. In all instances the employee must specifically cite the violation of a Section of these rules or policies. The immediate supervisor shall render a decision within five (5) working days. *(Amended 04/14/97)*
- 3) **STEP 2** - If the employee is not satisfied with the decision of the supervisor, he/she may, within five (5) working days from such decision, submit the matter in writing to his/her Department Head. The Department Head shall have a meeting with the aggrieved employee and the supervisor and render a written decision within ten (10) working days of the submission of the grievance. *(Amended 04/14/97)*
- 4) **STEP 3** - If the employee is not satisfied with the decision of the Department Head, he/she may, within five (5) working days from such decision, submit the matter in writing to the Town Administrator. The Town Administrator shall have a meeting with the aggrieved employee and the Department Head and render a written decision within ten (10) working days of the meeting.
- 5) **STEP 4** - If the employee is not satisfied with the decision of the Town Administrator, the employee may, within five (5) working days from such decision, submit the matter in writing to the Board of Selectmen. The Board of Selectmen within fourteen (14) working days following receipt of the appeal shall issue a written decision or schedule a hearing within twenty (20) working days following the original receipt of the appeal. The Selectmen's decision shall be rendered within five (5) working days after the hearing and shall be considered final. *(Amended 04/14/97)*
- 6) Hearings before the Board of Selectmen shall use the following procedures to insure due process to all parties:
  - A. The hearings must be at a meaningful time and held in a meaningful manner.
  - B. The party requesting the hearing must have timely and adequate notice detailing the reasons for the action taken against him/her.
  - C. The party requesting the hearing must be afforded the opportunity to defend himself/herself by confronting witnesses and by presenting his or her own evidence and not with just written submissions.
  - D. The party requesting the hearing has no right to legal counsel, paid for by the Town, although one could be allowed at the Board of Selectmen's discretion.
  - E. The Board of Selectmen's decision must rest solely on legal rules and evidence presented at the hearing.
  - F. The Board of Selectmen's decision must state the reason for the determination and indicate what evidence they ruled on.

- G. Members of the Board of Selectmen shall not have participated in making the administrative determination being reviewed.
- H. The foregoing time limits may be extended by mutual agreement of all parties.
- I. Failure of the aggrieved to abide by the time limits set out in this article shall result in the grievance being deemed abandoned.

**ARTICLE XXIX : CAUSES FOR DISCIPLINE:**

- 1) Some just causes for disciplinary action are listed below although discipline may be initiated for any other just cause. *(Amended 11/23/98)*
  - A. The employee has been convicted of a felony, or of a misdemeanor involving moral turpitude.
  - B. The employee has violated any lawful official regulation or order, or failed to obey any proper direction made and given by a superior.
  - C. The employee has willfully, wantonly, unreasonably, unnecessarily or through culpable negligence been guilty of brutality or cruelty to an inmate or prisoner or to a person in custody.
  - D. The employee has been guilty of any conduct unbecoming an officer or employee of the Town, either on or off duty.
  - E. The employee has been under the influence of intoxicants or non-prescribed drugs while on duty.
  - F. The employee is offensive in his/her conduct or language in public, or towards the public, Town officials, or employees.
  - G. The employee is incompetent or ineffective in the performance of the duties of his/her position.
  - H. The employee is careless or negligent with monies or other properties of the Town.
  - I. The employee has failed to pay or make reasonable provisions for the future payment of his/her debts to such an extent that such failure shall be detrimental or disruptive to the Town service.
  - J. The employee has induced, or has attempted to induce an officer or an employee in the service of the Town, or other person to commit an unlawful act or to act in violation of any lawful departmental or official regulation or order.

- K. Except as provided in Article XXXV, the employee has taken, for personal use, from any person, any fee, gift, or other valuable item in the course of the employee's work or in connection with it, when such gift or valuable item is given in the hope or expectation of, receiving a favor or better treatment than that accorded other persons. *(Amended 11/23/98)*
- L. The employee has violated a provision of the Windham Code of Ethics and Standards of Conduct. *(Amended 04/14/97)*
- M. The employee has violated the Town of Windham Safety Policy *(#WIN 1:00:13:98)*.  
*(Amended 11/23/98)*

Note: At the request of an employee, the Board of Selectmen may issue an advisory opinion regarding the nature of an act. Such opinions shall not be a ratification of the employee's conduct by the Board of Selectmen. The opinion shall be merely to describe the Board of Selectmen's inclination given specific facts and circumstances or hypothetical facts and circumstances. *(Amended 04/14/97)*

- 2) **COUNSELING SESSIONS**: The immediate supervisor shall conduct a pre-disciplinary or counseling session with the employee to discuss the infraction which may be sufficient to address the infraction without need for formal disciplinary action. Any counseling session shall be documented in the employees personnel file, but shall not be considered a formal disciplinary action. The supervisor shall notify the employee of the nature of the infraction and will offer remedial suggestions. *(Added 12/15/03)*
- 3) **VERBAL WARNINGS**: The immediate supervisor shall issue a verbal warning within five (5) days of knowledge of the infraction. The supervisor shall notify the employee of the nature of the infraction and offer remedial suggestions.
- 4) **WRITTEN REPRIMANDS**: The department head shall issue a written reprimand within ten (10) days of knowledge of the infraction. The reprimand will outline the nature of the infraction and offer remedial suggestions. A copy of the reprimand will be placed in the employee's personnel file and shall be expunged per the employee's request, provided that the infraction or like infraction is not repeated within two (2) years of the reprimand. An un-expunged written reprimand in the employee's personnel file may be grounds for denial of a promotion, or step increases.
- 5) **SUSPENSION** Department Head may suspend an employee with or without pay for disciplinary reasons, or just cause, for a period not to exceed three (3) working days. *(Amended 01/25/93)* The Department Head shall give the effected employee a written reason for the suspension, with a copy to the Board of Selectmen. Said action being taken within fifteen (15) days of knowledge of the infraction. The effected employee shall have ten (10) days in which to appeal the suspension to the Board of Selectmen. Such appeal shall be in writing, directed to the Board of Selectmen, with a copy to the Department Head. *(Amended 04/14/97)* The Board of Selectmen shall call for a meeting with the appellant within ten (10) working days. The appellant may be represented by counsel. The Board of Selectmen shall render a decision within five (5) working days.

In actions involving a Department Head, the Town Administrator is limited to imposition of discipline up to a three (3) day suspension. Additional days of suspension must be addressed and imposed by the Board of Selectmen. *(Amended 05/24/93, 11/23/98)*

- 6) **DEMOTION:** A demotion to a lower job classification may be imposed when an employee exhibits unsatisfactory performance of duties as prescribed by the position they currently hold. A demotion is considered provided: 1) The level or degree of unsatisfactory performance does not warrant dismissal, 2). the employee shows evidence of ability to perform work in a lower job classification and 3) The position is available.
  - A. Employees may be demoted to a lower classification upon the recommendation of the Department Head and approval of the Town Administrator and Board of Selectmen.
  - B. Reasons for demotion shall include: The request of the employee, department staffing needs, performance of the employee, and the result of discipline in conjunction with established disciplinary procedures.
- 7) **TERMINATION:** The Department Head shall recommend to the Town Administrator that the employee be terminated. The recommendation shall be made in writing, with a copy forwarded to the employee, within twenty (20) days of knowledge of the infraction. The Town Administrator and Board of Selectmen will meet with the employee and the department head within five (5) working days of receipt of the recommendation and will render a decision within ten (10) working days after the meeting.
- 8) **EXCEPTIONS:** The time frames outlined in the disciplinary procedures listed above may be extended in cases where additional time is needed to adequately investigate the infraction. The employee shall be notified of the extended time frames. *(Amended 11/23/98)*
- 9) The level of discipline recommended shall be commensurate with the alleged infraction. This is not to be construed as limiting discipline as a result of continued infractions that have been handled at a lesser disciplinary level.
- 10) **ADMINISTRATIVE LEAVE WITH PAY:** The Department Head, subject to the approval of the Board of Selectmen, may place an employee on Administrative Leave with Pay pending an investigation of any alleged incident of wrongdoing if it is determined to be in the best interest of the Town and employee. *(Added 12/15/03)*

#### **ARTICLE XXX : LAYOFF/RECALL:**

- 1) When it is necessary to reduce the work force, layoffs will be made within departments on the basis of classification seniority, as established in this policy.
- 2) In the event that a recall is necessary, employees shall be recalled in the reverse order of the layoff process outlined in Section 1 above. Said recall procedure will be used only within twelve (12) months of the original layoff.

- 3) In the event an employee is recalled to a full time position within the twelve (12) month time period, seniority shall be restored and the time off shall be considered time in service. Any benefits paid at the time of layoff shall not be paid again. The employee shall be placed at the step in the appropriate salary range closest to his salary at the time of the layoff.

**ARTICLE XXXI : ABSENCE WITHOUT LEAVE:**

Any absence of an employee from duty, including any absence for a single day, or part of any day, that is not authorized by a specific grant or leave of absence under the provisions of this manual, will be deemed to be an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. In the absence of such disciplinary action, any employee who absents him/herself for three (3) consecutive days without leave shall be deemed to have resigned. Such action may be reconciled by a subsequent grant of leave if the conditions warrant.

**ARTICLE XXXII : RESIGNATION:**

Whenever possible, employees shall give ample notice of intent to resign or retire to allow the placement and training of a replacement.

**ARTICLE XXXIII : *INTENTIONALLY LEFT BLANK* (Amended 08/19/13)****ARTICLE XXXIV: MILITARY LEAVE (Amended 07/11/2024)**

Paid and unpaid military leave shall be granted as prescribed by law.

Unless otherwise stated by a collective bargaining agreement, employees who voluntarily or involuntarily serve in the United States Armed Forces, National Guard, or National Disaster Medical Systems Teams (collectively referred to as "uniformed services") will be provided with leaves of absence for such service or training in connection with such service in accordance with the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), the FMLA (if eligible) and any applicable state laws.

Although not required to do so by law, the Town supports active-duty military employees by paying the difference between the employee's active-duty military pay and the employee's regular compensation at the time the military leave commenced, for up to a maximum of ten (10) workdays per calendar year. Military leaves of absence longer than ten (10) days will be unpaid, unless otherwise required by law or an applicable collective bargaining agreement. The maximum number of days may be extended at the sole discretion of the Board of Selectmen if deemed to be in the best interest of the Town and the employee. Employees seeking to utilize this benefit must secure approval from the Human Resources Department and the Town Administrator and will be asked to provide documentation of military wages.

In addition to the above, military leave for annual training periods not to exceed two (2) weeks will be granted with pay (Town will supplement military pay bringing employee to 100% base pay). Earned vacation will not be charged for such training periods. To be eligible, employees must provide Human Resources with an official copy of the training schedule and military earnings verification prior to receiving Town payment.

**NOTICE OF LEAVE REQUEST**

An employee needing time away from work for service or training in the uniformed services should make the Human Resources Department and their department head or Personnel Policy : Print Date, 11/19/2024

designee aware of the need for leave as soon as the employee receives the written or verbal orders. It is requested that written notice be provided at least 30 days before the leave begins when it is possible to do so, or as soon as possible when 30 days' notice is not possible.

An employee's request for leave may include reasonable time off to get personal business in order before commencing service in the uniformed services. Reasonable times off will be decided by the Human Resources Department and the Department Head on a case-by-case basis. Time off determinations for military leave are subject to approval by the Town Administrator. Employees may utilize accrued earned time for this purpose.

#### HEALTH COVERAGE

If a military leave lasts less than 31 days, the employee's health insurance will be continued, and the employee will pay their regular contribution for the cost of healthcare insurance. Payment for insurance with less than 31 days leave may be paid in advance or upon return through payroll deductions.

If a military leave lasts 31 days or more, then the employee's health insurance coverage will cease and the employee will be eligible to elect to continue their health insurance coverage at their own expense for up to 24 months, in accordance with USERRA. The cost for continuation coverage will be the full cost of the premium, and a 2% administrative fee may also be charged.

#### NEW HAMPSHIRE RETIREMENT SYSTEM

Upon reemployment, the employee shall be treated as if there was no break in service for participating, vesting, and accrual purposes.

Employees should confer with New Hampshire Retirement System regarding service credit policy for military service.

#### REINSTATEMENT

Employees wishing to be reinstated following military leave shall promptly notify the Human Resources Department. If their leave is for service less than 31 days, the employee should return to work on the first full, regularly scheduled workday following completion of services, allowing for 24 hours of rest and time for safe transportation back from service. If the service lasts for 31 – 180 days, then the employee should notify the Human Resources Department of their desire for reinstatement within 14 days of completing service. If the military leave lasts more than 180 days, then the employee should notify the Human Resources Department of the desire for reinstatement within 90 days of completing service.

The Town will reinstate eligible employees promptly to the same or similar position as to when the employee went on military leave. Eligibility for reemployment will be determined with reference to USERRA and its implementing regulations. Employees seeking reinstatement will be required to provide documentation of the timeliness of the reinstatement request, the total time spent in service, and/or a statement that the reason for separation or dismissal from service is not disqualifying.

Employees cannot waive their reemployment rights in advance of being released from uniformed service. Employees shall not be entitled to re-employment under this Policy if: (a) the employee is separated from service by dishonorable or bad conduct discharge, (b) discharged under other than honorable conditions, (c) is dismissed from military services by and through a court-martial, or (d) is discharged for having gone absent without leave for a period of three months or has been confined in a Federal or State penitentiary or correctional institution.

**DISABLED SERVICE MEMBERS**

If a returning employee was disabled or a disability was aggravated during uniformed service, the employee should communicate with the Town's Human Resources Department to ascertain whether a reasonable accommodation exists to allow that employee to continue the essential functions of their position and what efforts can be done allow the employee to become qualified to perform the duties of their reemployment position.

**STATEMENT AGAINST DISCRIMINATION AND RETALIATION**

The Town will not discriminate in hiring, employment, reemployment, or any employment benefits against any individual because of that individual's service in the United States uniformed services. The Town will also not tolerate any retaliation against any individuals because of their service in the uniformed services or their engagement in any other activities protected under USERRA or other applicable laws.

**ARTICLE XXXV : ACCESS TO PERSONNEL RECORDS:** *(Amended 04/14/97)*

In conformity with NH RSA 275:56, employees shall have a reasonable opportunity to inspect their personnel files and, upon request, to obtain a copy of all or part of the file. The Town reserves the right to charge a reasonable fee for the costs associated for all copies made at the employee's request.

If an employee disagrees with any information in the personnel file, and the Town refuses to remove or correct such information, the employee may submit a written statement to the Town Administrator explaining the disagreement together with evidence supporting the employee's option. Such statement shall be maintained as part of the employee's personnel file shall be included in any transmittal to a third party and shall be included in any disclosure of the contested information made to a third party.

**ARTICLE XXXVI : POLITICAL ACTIVITY:** *(Amended 04/14/97)*

Nothing in these rules is to be construed so as to prevent any employee from seeking out or continuing membership of a political organization, to prohibit attendance at a political meeting, or restrict freedom from interference in casting his/her vote.

However, no employee of the Town shall be required to take an active part in, or make a contribution or donation to any Town of Windham political campaign, or serve as a member of a committee of such club or organization, or act as a worker at the polls for a candidate for Town of Windham municipal office, or distribute badges or pamphlets, or handbills of any kind favoring or opposing any candidate for election or nomination to municipal office.

Employees, acting in the employee capacity, who participate in a Town political campaign or organization, shall not use any Town facilities, equipment, funds or position to further the participation or activity.

**ARTICLE XXXVII : GIFTS/GRATUITIES/FAVORS:** *(Amended 04/14/97)*

- 1) Employees and contract personnel of the Town are prohibited, except as allowed in Section 2 below, from accepting, soliciting or taking any gratuity, favor or entertainment, loan, property (personal or real), or any other item of monetary value from any person whose interest may be affected by the employee's or contractor's performance or non-performance of duties.
- 2) Acceptance of gifts of negligible commercial and/or monetary value in keeping with special occasions (marriage, retirement, etc.), and generally available to the general public and other agency employees is permitted, and must be reported immediately to the employee's supervisor.
- 3) Failure to comply with the provisions of this policy or failure to report information regarding the possible violation of this policy shall be grounds for immediate disciplinary action, in the case of employees, the review of contract continuation in the case of contractors, and may result in immediate termination.

**ARTICLE XXXVIII : MISCELLANEOUS PROVISIONS:** *(Amended 07/26/99)*

Probationary fire fighters, who have been designated as Station Coverage Qualified, shall be allowed to swap shifts with other fire fighters, provided such swaps are not in conflict with the provisions of the Collective Bargaining Agreement with the Fire Union. The obligation incurred by swapping of whole or partial shifts shall be the sole responsibility of the individuals involved and will not obligate the Town in any way.

**ARTICLE XXXIX : ETHICS:** *(Amended 04/14/97, 11/23/98, 07/26/99)*

Refer to Town of Windham Code of Ethics Policy, #WIN 1:00:03:97.

**ARTICLE XXXX : FLMA POLICY:** *(Amended 11/23/98, 07/26/99)*

Refer to Town of Windham Family and Medical Leave Policy, #WIN 1:00:02:97.

**ARTICLE XXXXI: SEVERABILITY:** *(Amended 07/26/99)*

In the event any Article or Section of these Personnel Policies is declared to be illegal, void, or invalid in whole or in part by a Court of competent jurisdiction after all appeals, if any, have been exhausted, all other Articles and Sections of this Personnel Policy shall remain in full force and effect to the same extent as if that invalidated article or section had never been incorporated in this personnel policy.

**ARTICLE XXXXII : CHANGES:** *(Amended 07/26/99)*

The Town Administrator shall review these Personnel Policies at least annually and make recommendations to the Board of Selectmen. *(Amended 11/23/98)* The Selectmen shall post proposed changes in each department and at the Town Hall for at least fourteen (14) days. Department Heads shall inform employees that changes in personnel policy have been proposed, and inform employees that any employee may suggest changes in the personnel policy or comment on the proposed changes. These Comments must be proposed in writing to the Selectmen, or in the case of an employee, to the Department Head who shall bring the suggested change to the Selectmen's attention, together with recommendation(s) pertaining to each change. Selectmen shall vote on the proposal(s) at a regularly scheduled meeting of the Board of Selectmen. Any changes adopted by the Board of Selectmen shall include an effective date, and be distributed to each department within ten (10) working days of approval/adoption. *(Amended 08/24/87, 11/23/98)*

**ARTICLE XXXXIII : EFFECTIVE DATE:** *(Amended 07/26/99)*

These Personnel Policies were made effective upon passage by the Board of Selectmen at their meeting of September 15, 1986.

**Adopted by the Board of Selectmen - September 15, 1986****M. Virginia Brady****Alfred Seifert****Peter Chulack**

Board of Selectmen

**Amended:** **05/05/87, 07/31/87, 08/24/87, 10/26/87, 06/27/88,**  
**08/08/88, 12/12/88, 06/03/91, 01/13/92, 12/28/92,**  
**01/25/93, 05/24/93, 01/10/94, 04/14/97, 01/26/98,**  
**11/23/98, 07/26/99, 03/20/00, 06/12/00, 3/25/02,**  
**09/08/03, 12/15/03 (complete revision), 04/10/06,**  
**06/23/08, 06/06/2011, 2/13/12, 6/28/12, 8/12/13, 12/30/13,**  
**1/27/14, 4/21/14, 6/2/14, 1/11/16, 3/27/17, 12/11/17, 4/6/2020**

**Re-codified and affirmed by the Board of Selectmen - May 11, 1998****Charles E. McMahon****Douglass L. Barker****Carolyn B. Webber****Margaret M. Crisler****Galen A. Stearns**

Board of Selectmen