

TOWN OF DURHAM



PERSONNEL PLAN FOR NON-UNION EMPLOYEES

Effective April 1, 2024

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I. AUTHORITY, PURPOSE AND SCOPE:

A. AUTHORITY:

The following policies and procedures are promulgated by the Town Administrator for the Town of Durham, New Hampshire in accordance with the authority vested in Articles 4 & 6 of the Town's Charter.

B. PURPOSE:

The purpose of this Personnel Plan is to inform the Town's non-unionized employees of the working conditions regarding their employment.

1. These policies are not a contract. **All non-union employees are employees-at-will.** No employee shall accrue any contractual or vested rights from this Personnel Plan.
2. The adoption of this Personnel Plan by the Town Administrator supersedes all previous personnel policies. Nothing in this manual is intended to imply or modify the Town's Charter relating to the Administration of Town Government. These policies are subject to regular review and amendment by the Town Administrator from time to time. All amendments must be posted upon submission to the Town Council and shall become effective one month after such submission to the Town Council, unless vetoed by the Council within that period.
3. All employees should remember that they are employed by the Town to provide services to the community paid for primarily with tax dollars. A primary expectation of each employee is that they shall report for work when required to do so unless specifically excused by proper authority. Excessive absences can hamper the team's effort to provide community services. Infractions or violations of any of these rules are justification for disciplinary action up to and including termination.

C. RELATION TO STATE AND FEDERAL STATUTES:

The provisions of this Personnel Plan (as may be amended from time to time) are intended to govern the working conditions of all non-unionized employees of the Town of Durham. In the event that there is a conflict with any State or Federal statute or Town Department Administrative Regulation, the Statute or Regulation shall take precedence.

SECTION ONE – DEFINITIONS

The following words and terms, wherever used in this Personnel Plan, shall have the meaning indicated unless the context requires otherwise.

EMPLOYEES – When referenced in this Personnel Plan “employees” shall refer to all non-union employees of the Town.

FULL-TIME REGULAR EMPLOYEES – Year-round employees scheduled for thirty-five (35) or more hours per week. These employees shall be eligible for specified benefits as indicated.

FULL-TIME TEMPORARY EMPLOYEES – Employees scheduled for full-time work of thirty-five (35) or more hours per week for a specified period of time. These employees shall not be eligible for any benefits.

HOURLY EMPLOYEES – Employees whose compensation is based on an hourly rate.

HOURLY EMPLOYEES WORKDAY – The normal workday for full-time regular hourly employees shall consist of eight (8) hours per day, five (5) days per week from 8:00 AM to 5:00 PM, Monday through Friday and/or as required to meet the services provided by the Town. These hours may be adjusted as necessary by the Department Head to provide service to the Town. Part-time hourly employees shall be scheduled as necessary to augment coverage.

PART-TIME REGULAR EMPLOYEES – Year-round employees scheduled for twenty (20) or more hours per week. These employees shall be eligible for specified benefits on a proportional cost basis as indicated.

PART-TIME TEMPORARY EMPLOYEES – Employees scheduled for part-time work of twenty (20) or more hours per week for a specified period of time. These employees shall not be eligible for any benefits.

SALARIED EMPLOYEES – Employees whose compensation is determined on an annual basis without a conversion to an hourly rate or number of hours worked per week in accordance with FLSA criteria. These employees are exempt from the overtime rules.

SEASONAL EMPLOYEES – Employees hired by the Town, either full or part-time, to fill a specified need during a particular season of the year. These employees shall not be eligible for any benefits.

TOWN – Town as used in this Personnel Plan shall refer to Town Administrator, Department Head, or appropriate Town supervisor.

WORKWEEK – The workweek is defined as seven consecutive twenty-four (24) hour periods beginning at 0001 hours Monday and running through 2400 hours Sunday.

SECTION TWO - CONDITIONS OF EMPLOYMENT FOR NON-UNION EMPLOYEES

II. SELECTION

The Town Administrator is the appointing authority for all employees. No applicant shall have been hired until the Town Administrator approves said action by signing a Personnel Action Form indicating the initiation of employment.

A candidate who is given a tentative offer of employment shall understand that they may be required to give authorization for a criminal record check, as well as to submit to a medical examination.

III. CONDITIONS OF EMPLOYMENT

A. ORIENTATION PERIOD:

All newly hired employees shall be subject to a ninety (90) day orientation period, which may be extended for up to ninety (90) additional days by the Town Administrator. The orientation period serves as an extension of the hiring process. During the orientation period newly hired employees will be carefully evaluated to ensure a good placement for the organization. If the placement is not satisfactory, the employment relationship shall be terminated. Employees are eligible for paid holidays during this period. Probationary employees shall accrue sick leave and may draw any sick leave or pay for time off take due to illness during their probationary period. Probationary employees who do not achieve non-probationary status shall forfeit any accrued sick leave that exists at the time of their termination of employment with the Town. Upon successful completion of the orientation period, the employee shall be credited with vacation time equal to that which the employee would have accrued during the orientation period.

B. EMPLOYEE EVALUATIONS:

All non-union employees will be evaluated by their supervisor annually, which shall be approved by their Department Head. Any employee who disagrees with the content of their evaluation shall have ten (10) calendar days to file a written response to the disputed evaluation, which shall be attached to the evaluation and both shall be placed in the employee's personnel file.

C. RELATIVES:

Nothing in Town's policy shall be interpreted as preventing the Town from reasonably limiting the employment of relatives of current employees.

D. RESIDENCY:

The Town may impose a geographical residency requirement upon any employee based upon that employee's job requirements.

E. PROMOTIONS AND TRANSFERS:

Promotions shall be awarded on the basis of merit, as determined by the Town Administrator. The Town encourages the advancement of current employees whenever possible, although the Town reserves the right to hire an individual who is not a current employee.

In order to facilitate the proper operation of Town services, transfers may at times become necessary or prudent. An employee may apply for a transfer to a vacant position of the same classification or a Department Head may deem a transfer necessary due to work levels or other conditions including, but not limited to, substandard or marginal work performance. The Town Administrator shall approve all intradepartmental transfers. An involuntary, non-disciplinary transfer shall not affect an employee's seniority, benefits, or wages within the same classification.

F. GENERAL RULES AND REGULATIONS, GROUNDS FOR DISCIPLINARY ACTION AND DISCIPLINARY PROCEEDINGS:

The Town strives to provide a workplace that is comfortable and progressive, where communications are open, and problems can be discussed and resolved in a mutually respectful atmosphere, taking into account individual circumstances.

All employees shall, at all times, conduct themselves in a professional manner, respectful of other employees and the public, as evidenced by the following. Each employee shall, at a minimum:

1. report for work at the designated time;
2. not be tardy or absent without permission;
3. notify the Department Head of an inability to report for work promptly, at least an hour before the designated time to start work. Any employee who does not call or show up for work for three (3) consecutive workdays shall be deemed to have voluntarily quit their employment with the Town of Durham;
4. report for emergency overtime work unless an employee's absence is approved by the Department Head;

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5. know the locations, contents and use of first aid materials, police and fire alarms and fire-fighting equipment;
6. not use, possess, or be under the influence of any alcoholic beverage or controlled substance during work hours;
7. not be insubordinate;
8. conduct themselves in a courteous and respectful manner at all times;
9. dress in a professional and appropriate manner, according to the needs of their position. Employees requiring special clothing or uniforms during work hours are required to ensure that those uniforms are clean, neat, and presentable at the start of each workday;
10. exert due care in the performance of all duties and with all Town property. Employees in departments requiring the use of tools and equipment shall maintain these in good working order. Employees should only use, adjust and repair machines and equipment if they are properly trained and qualified to do so;
11. remain impartial in conducting Town business and not give preferential treatment to any person, group, or organization;
12. not solicit or accept any gift or gratuity which may result in or create the appearance of the use of their office for private gain or of influencing the performance of their duties. Employees shall report all gifts to their supervisor. Excluded are awards, which are publicly presented in recognition of public service, nor does it prohibit the acceptance of any gift that would have been offered or given to the employee if the employee were not an official or employee of the Town;
13. not accept, engage in, or be associated with any activity, employment, or self-employment which shall constitute a conflict of interest, or reflect discredit upon the employee or the Town of Durham, or adversely affect the proper performance of the employee's duties in the Town's service;
14. not solicit or engage in any employment or self-employment during their assigned Town working hours;
15. not appropriate or use Town owned, leased or rented property, or job-related services of any Town official or employee, for other than official business; and

- 16.** not personally profit or benefit from any agreement, purchase, contract, sale or service between the Town and any person or company; nor shall they accept any free or preferred services, benefits, gifts or concessions from any person, company, or agency.

Department Heads may take disciplinary actions against an employee for failure to comply with any of the above regulations or for other "just cause." Department Heads taking disciplinary action are encouraged to impose a progressive discipline in increasing order of severity as follows:

- Verbal Reprimand
- Written Reprimand
- Suspension (with or without pay)
- Demotion
- Dismissal

The Town recognizes, however, that there are appropriate cases that may warrant the bypassing of progressive discipline due to the degree of the violation. Disposition of disciplinary matters will normally occur as follows:

1. An immediate supervisor or Department Head may verbally warn an employee with remedial suggestion(s) offered. The date, time, nature of warning and remedial suggestion(s) will be noted in the employee's personnel file. In these instances, the employee may file a written response to be kept with the verbal reprimand.
2. An employee, against whom more severe action is being considered, is entitled to a hearing before the Department Head. This hearing must be initiated within ten (10) workdays from the time the offense became known to the employee.
3. Should a disciplinary action result, other than a verbal reprimand, the employee will be given written notice within three (3) workdays of the hearing informing them of the basis of the charge, the action taken, and the employee's right to appeal the Department Head's decision to the Town Administrator.
4. Within five (5) workdays of receipt of the Department Head's written notice, the employee must submit a written request for an appeal hearing to the Town Administrator. The Town Administrator will conduct a hearing on the merits of the appeal within seven (7) workdays of receipt of such appeal.

5. Should the Town Administrator uphold the Department Head's action, the employee will be given written notice within three (3) workdays. A complete accounting of the matter will be placed in the employee's personnel file. In the event that disciplinary action against the aggrieved party is overturned by the Town Administrator, the petitioning employee shall be made whole; i.e. removal of the warning from the files or reimbursement of any lost pay and/or benefits that may have occurred as a result of the appealed disciplinary actions.

G. GRIEVANCE PROCEDURE FOR EMPLOYEES:

If desired, a written grievance must first be made to the employee's Department Head within five (5) workdays of the action giving rise to the grievance. The appeal must include the issue giving rise to the grievance, the facts as the employee views them and the requested relief. The Department Head will respond to this appeal within five (5) workdays. If the employee is not satisfied with the action to be taken by their Department Head, the employee may appeal the matter to the Town Administrator within five (5) workdays of the Department Head's decision.

The Town Administrator will, within seven (7) workdays of the request meet with the aggrieved employee and all involved parties, hear testimony and render a decision within seven (7) workdays of the hearing. The employee will be given a written confirmation of the Town Administrator's decision within five (5) workdays of the time a decision is rendered. The decision of the Town Administrator is binding on all parties involved.

Hearings will be held in conformance with the Right to Know and other applicable State and Federal Laws.

H. GRIEVANCE PROCEDURE FOR DEPARTMENT HEAD:

Suspension, dismissal or disciplinary action against a Department Head shall be affected only upon the Town Administrator's presentation to the Department Head of a written specification of the reasons therefore at least ten (10) workdays before said action is taken. The said Department Head involved may, within five (5) workdays, demand a hearing before the Town Council, in which event the Department Head shall not be removed until such hearing has been held. The Administrator may, however, suspend such Department Head from duty during said period, with or without pay. Such hearing shall be either private or public, as allowed under RSA Chapter 91-A, at the aggrieved party's request. The Council, by two-thirds vote, may override the Town Administrator's decision.

I. TERMINATION OF EMPLOYMENT:

When an employee decides to resign from employment with the Town, they shall provide at least two (2) weeks advance notice. An employee who has provided the Town with thirty (30) calendar days notice shall be paid a portion of their accrued and unused sick time as outlined in the Sick Leave Section of this Policy.

The employee is responsible to notify the Town of address changes during the calendar year, as well as the year in which their employment ends.

SECTION THREE – COMPENSATION AND BENEFITS FOR NON-UNION EMPLOYEES

IV. CLASSIFICATION PLAN

The Classification Plan is the sum total of all positions which are not covered by a collective bargaining unit (see Addendum A).

A. PURPOSE:

The Classification Plan is required by Section 6.3(c) of the Town Charter. The compensation of all town employees not fixed by the provisions of the Town Charter or collective bargaining shall be fixed in the Personnel Plan by a schedule of pay which shall include a minimum and maximum and such intermediate rates as may be deemed desirable for each class of position provided for in said plan.

B. DEVELOPMENT AND ADMINISTRATION:

The Business Manager shall have responsibility for the overall administration of the classification plan. They shall maintain records affecting position and classes and provide for regular reviews to see that all positions are properly classified.

C. AMENDMENT TO THE CLASSIFICATION PLAN:

The Business Manager shall, whenever necessary, review positions and revise class specifications to keep the classification plan both current and correct. Whenever classes are to be established or abolished, or revisions are to be made to the minimum qualification requirements, the Business Manager shall recommend such amendments to the Town Administrator for approval.

D. ALLOCATION OF POSITIONS:

Each position is assigned to the appropriate class on the basis of the duties and responsibilities of the position. Requests for new positions and requests for reclassification of occupied jobs must identify budget year cost requirements to fund positions, outline the duties and responsibilities of the position and indicate how these positions fit into the organizational chart.

E. CLASSIFICATION OF POSITIONS

The Town reserves the right to classify a position as full or part-time.

V. COMPENSATION PLAN

A. PAY INCREASES:

All regular full-time and regular part-time employees in good standing shall be eligible to receive wage adjustments contingent upon the results of a successful annual performance review, subject to approved fiscal year funding.

B. PLUS RATES:

A plus rate is an additional pay increase that may be awarded to an employee who is assigned to undertake additional assignments or responsibilities clearly above and beyond the employee's normal responsibilities for a period of at least five (5) consecutive calendar days. The rate shall be based on the starting salary of the classification in which the employee has been temporarily assigned, or five (5) percent of their present rate, whichever is greater.

C. PAYMENT OF WAGES:

Wages shall be paid every other Thursday. Whenever a Town-recognized holiday falls on a normal payday, the wages shall be paid no earlier than 4:00 pm on the preceding Wednesday.

D. HOURS OF WORK AND OVERTIME:

1. For full-time, hourly employees the normal workweek shall consist of eight (8) hours per day, five (5) consecutive days per week, from 8:00 am to 5:00 pm, Monday through Friday, and/or consistent with the services provided by the Town. Work schedules for part-time employees shall be arranged to augment coverage.
2. Hourly employees shall be compensated at one and one-half (1½) times their regular hourly rate for any hours or fractions thereof actually worked beyond forty (40) in the week. Fractional overtime shall be computed and paid to the nearest one quarter (1/4) hour by use of the rounding method.
3. Salaried employees shall generally work at least eight (8) hours per day, five (5) consecutive days per week and, in addition, shall work whatever additional hours are requested by the Town Administrator or are needed to fulfill the responsibilities of their positions.
4. Salaried employees are not eligible to receive overtime pay or compensatory time.

5. The Town reserves the right to change an employee's regular work schedule. Except in emergency situations, as determined by the Department Head, an employee shall be given advance notice of at least fifteen (15) calendar days when their work schedule is to be changed.
6. If an hourly employee is required to appear in court on behalf of the Town on that employee's regularly scheduled time off, they shall be paid a minimum of three (3) hours at their overtime premium rate. All remuneration received by an employee from any source for such court appearances shall be remitted to the Town.
7. Employees are entitled to a lunch break of one (1) hour whereby the employee is considered to be off duty and may leave their work site. One short break may be allowed during each four (4) hour block of work if it does not interfere with the operations of the department.
8. Compensation shall not be paid more than once for the same hours.

E. LONGEVITY PAY:

Longevity pay shall be awarded to all regular full-time employees as a means of compensating them for their long-term service to the Town. Payment shall be made in the first payroll of December provided that the employee is still employed by the Town on that date.

<u>Length of Service</u>	<u>Annual Longevity Payment</u>
3 – 5 Years	\$1,000.00
6 – 14 Years	\$1,500.00
15 – 19 Years	\$1,750.00
20 Years and Above	\$2,000.00

VI. BENEFITS

A. OVERVIEW:

All regular full-time employees shall be eligible for the benefits specified in this chapter. Regular part-time employees shall receive only specified benefits and on a proportional cost basis as indicated. No benefits shall be available to temporary employees or any employees scheduled for less than twenty (20) hours per week.

B. LIFE INSURANCE:

The Town provides life insurance for each full-time regular employee effective on the first of the month following the date of hire in the amount of \$50,000 which will remain in effect while the employee is employed by the Town. Any employee may purchase additional insurance, if available, up to a total of \$100,000, through the Town's insurance carrier.

C. ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:

The Town provides accidental death and dismemberment insurance for each full-time regular employee effective on the first of the month following the date of hire up to \$50,000 which will remain in effect while the employee is employed by the Town.

D. HEALTH AND DENTAL INSURANCE:

All regular full-time employees shall be eligible for enrollment in the SchoolCare Green Open Access+ or Consumer Driven Plans and the Dental Option plan without Orthodontia or equivalent plan then being offered by the Town. Enrollment will be effective on the first of the month following the date of hire.

Effective July 1, 2020, all regular full-time employees shall pay twenty percent (20%) of the monthly health and dental premiums. The Town shall contribute eighty percent (80%) of the appropriate monthly premiums.

Full-time regular employees wishing to enroll in the POS SchoolCare health insurance plan offered by the Town may do so by contributing thirty percent (30%) of the monthly POS premium. The Town shall contribute seventy percent (70%) of the appropriate monthly premiums.

Full-time regular employees wishing to enroll in the Dental Option plan with Orthodontia may do so by contributing the difference in premiums between the Town's contribution as outlined above to the Dental Option Plan without

Orthodontia and the full premium price of the Dental Option Plan with Orthodontia.

E. HEALTH AND DENTAL INSURANCE CREDIT:

An insurance "buy-out" option shall be included for full-time regular employees provided:

- o That the employee is covered by health and/or dental insurance from any other source other than the Town;
- o That the employee elects not to be covered by the Town's health and/or dental insurance; and
- o That the employee proves to the satisfaction of the Town that they have sufficient alternative health insurance coverage.

The Town shall reimburse the employee meeting the above criteria and hired prior to February 1, 2016, forty-five (45%) percent of the Town's share of the employee's HMO health and dental without Orthodontia insurance premium. Said buy-out shall be included as a taxable benefit "insurance credit" paid bi-weekly with the employee's paycheck. The employee shall furnish the Town with proof of alternative coverage on a yearly basis.

Effective February 1, 2016, all new full-time regular employees who elect the buy-out option will be reimbursed fifteen percent (15%) of the Town's share of the employee's HMO health and dental without orthodontia insurance premium. Said buy-out shall be included as a taxable benefit "insurance credit" paid bi-weekly with the employee's paycheck. The employee shall furnish the Town with proof of alternative coverage on a yearly basis.

Part-time employees are not eligible for health/dental insurance or the insurance buy-out option.

F. DEFERRED COMPENSATION:

The Town offers employee-funded deferred compensation benefit programs for employee savings and retirement planning. Employee contributions are with pre-tax earnings through payroll deductions. The IRS establishes maximum annual contributions for these programs.

G. TUITION REIMBURSEMENT:

The Town may, at the Town Administrator's discretion, reimburse employees for certain courses and training programs, up to a maximum of Forty-Five Hundred (\$4,500.00) Dollars per year.

H. HOLIDAYS:

All regular full-time and regular part-time employees are entitled to a day off with pay for the following holidays:

New Year's Day	Martin Luther King/Civil Rights Day
Memorial Day	Juneteenth
Independence Day	Labor Day
Indigenous Peoples' Day	Veteran's Day
Thanksgiving and the following day	
Christmas and the day before or after (as determined each year)	

If the holiday falls on a weekend, the Administrator will designate an alternate day off.

Part-time employees shall only receive pay for holidays if it falls on their normally scheduled workday.

Employees who desire to observe a religious holiday not listed above, provided such observance does not create an undue hardship for the Town, shall be entitled to use personal or vacation leave.

I. VACATION LEAVE:

Vacation leave shall be granted to all full-time employees on a completed month accrual basis. Accrual for the first month of service shall be awarded only if the employee was hired on or before the 10th of the month. Thereafter, vacation leave shall accrue and be credited for usage on the first day of the following month for each month of service. Regular, part-time employees shall accrue vacation leave pro-rated to a forty (40) hour workweek.

No vacation leave shall be used or accrued during an employee's orientation period. Upon the successful completion of the orientation period, an employee shall be awarded vacation time equal to the amount the employee would have accrued during that period if not serving their orientation period.

Eligible employees may request vacation leave at any time of the year. Requests for vacation leave shall be submitted for approval using the Request for Leave form at least fourteen (14) days in advance of the requested leave. Vacation leave shall be granted subject to the needs of the department. Requests for vacation leave submitted less than fourteen (14) days in advance may be granted at the discretion of the Department Head. In cases of conflicting vacation requests, and absent any extenuating circumstances, the employee with the most seniority shall be given preference.

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Vacation leave shall accrue at the following rates based on continuous, completed years of service. All new employees may at the discretion of the Town, be granted initial annual leave in accordance with their prior experience and benefits, effective upon the date of their completion of probationary period.

<u>Completed Months</u>	<u>Accrual Rate</u>
0 – 12 Months	8 Hours per month
13 – 36 Months	10 Hours per month
37 – 72 Months	14 Hours per month
73 Months and Above	17 Hours per month

All regular full-time and regular part-time employees may accrue up to a maximum of two hundred and forty (240) hours of vacation leave. Upon termination of employment with the Town, employees shall be compensated for unused vacation leave, not to exceed two hundred and forty (240) hours, at their regular and current rate of pay.

J. SICK LEAVE:

Regular full-time employees shall accrue sick leave at a rate of eight (8) hours per month. Accrual for the first month of service shall be awarded only if the employee was hired on or before the 10th of the month. Thereafter, sick leave shall accrue and be credited for usage on the first day of the following month for each month of service. Regular part-time employees shall accrue sick leave pro-rated to a forty (40) hour workweek.

Sick leave shall accrue to maximum levels based on continuous, completed years of service:

<u>Completed Months</u>	<u>Maximum Accrual</u>
0 - 60 Months	720 Hours
61-120 Months	840 Hours
121 or more Months	920 Hours

Employees who retire from service or voluntarily terminate their employment with at least thirty (30) days notice shall receive payment at the rate of twenty-five (25%) of their unused, accrued sick leave. Employees who are involuntarily terminated or leave without the required thirty (30) days notice shall forfeit payment for all accrued sick leave.

Sick leave shall accrue and can be used during an orientation period. Any employee not completing the orientation period shall forfeit all accrued sick leave.

Sick leave may be used for personal illness, medical and dental appointments, or to care for a family member whose illness or condition requires the employee to

remain at home for up to three (3) days. Employees absent for the above reasons shall report their absence to the Department Head at least one (1) hour before their regularly scheduled starting time. Verification of illness/disability from a medical doctor may be required by the Department Head at any time.

K. SICK LEAVE INCENTIVE:

Regular full-time employees using one (1) full day or less of sick leave hours between January 1st and June 30th and between July 1st and December 31st in each year shall have a choice of either receiving a bonus payment equivalent to one (1) day's pay for each such six-month period in which they did not exceed the one (1) day's use limit or receiving an additional personal day to be taken within 12 months. Regular part-time employees shall also receive a pro-rated bonus if they use less than their pro-rated amount of sick time during the same time periods.

L. BEREAVEMENT LEAVE:

Bereavement leave, for a period not to exceed three (3) consecutive workdays shall be granted to regular full-time and regular part-time employees upon the death of an immediate family member. For the purpose of this section, immediate family member shall mean spouse, domestic partner, child or stepchild, son-in-law or daughter-in-law, brother or sister, stepbrother or stepsister, parent or stepparent, guardian, parent-in-law, or any relative that had been permanently domiciled in the employee's household prior to death.

Regular full-time and regular part-time employees shall be allowed one (1) day off with regular pay in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, or spouse's grandparent. To be eligible for paid bereavement leave, the employee must attend the funeral of the deceased relative.

Under extenuating circumstances, the Town Administrator may grant extensions of bereavement leave for two (2) additional days with pay.

M. FAMILY AND MEDICAL LEAVE ACT (FMLA):

Qualified employees shall be granted up to 26 weeks of unpaid leave in any 12-month period for:

- The birth and first year care of a child;
- Adoption or foster placement of a child in the employee's home (use of a licensed adoption agency is not required, but foster placement requires State action rather than merely an informal arrangement to care for another person's child);

- The care of a spouse, domestic partner, child or parent with a serious health condition; or
- The serious health condition of the employee.

An employee is eligible for FMLA leave if they have been employed by the Town for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the previous twelve (12) month period.

Employees must give 30 days' advance written notice to the TOWN of the need to take unpaid FMLA leave when it is foreseeable for the birth or placement of a child, for adoption or for planned medical treatment. When planning medical treatment, employees should consult with their Department Head and make reasonable efforts to schedule the leave so as not to duly disrupt the Town's operations. This is subject to the approval of the healthcare provider. If employees fail to provide the TOWN with the 30-day notice, the TOWN may deny the leave until 30 days after the notice is provided.

When the leave is unforeseeable, employees must give notice as soon as practicable, but no later than two working days. Notice should be given either in person or by phone when medical emergencies are involved and may be given orally by the employee's spouse or other family member if the employee is unable to give notice.

When the FMLA leave is for medical reasons, an employee or employee family member, medical certifications from a physician stating that the condition is a serious health condition may be requested. The TOWN, at the TOWN's expense, may also request a second opinion. If the opinions of the healthcare providers furnishing the first and second opinions differ, the TOWN may request the employee to obtain a final and binding third opinion at the TOWN's expense.

If the employee will be out longer than 30 days for a serious health condition, for themselves or a family member, a "recertification" of medical condition will be required to be submitted on a monthly basis.

The Town of Durham may require reports from an employee on FMLA leave regarding the employee's status and intent to return to work in order that benefits may be continued.

Any FMLA leave for a birth or adoption/foster care placement in the employee's home must be concluded within the 12-month period beginning on the date of the birth or placement. An expectant mother is not required to wait until the actual birth of the child to qualify for FMLA leave. For foster placement or adoption, FMLA leave can begin before the actual placement of an adoption or foster care child in the home of the employee if the employee is required to attend counseling sessions, appear in court, consult with an attorney or doctor, submit

to a physical examination, or travel to pick up the child. When leave is taken because of a birth or placement of a child for adoption or foster care in the employee's home, an employee may NOT take leave intermittently or on a reduced leave schedule.

If an employee requests foreseeable intermittent leave or a reduced work schedule for planned medical treatment for the employee or a family member, the TOWN may temporarily transfer the employee to an available alternative position with equivalent pay and benefits. Benefits which are earned such as vacation and sick leave, for example, may be proportionately reduced to reflect the employee's reduced working time.

An employee is entitled to reinstatement to the same position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment when returning from FMLA leave. There is no right to return to the same position, only a right to have an equivalent position.

An employee may elect to substitute all or part of accrued paid sick leave, earned time, or personal time for unpaid FMLA leave. If accrued time is not used, the employee will remain entitled to all of the paid leave which is earned and accrued at the time of the FMLA leave. However, an employee may NOT accrue any additional benefits or paid earned, sick, or other leave time during unpaid FMLA leave. Paid short-term disability leaves are considered medical leaves for purposes of the FMLA Act. Such paid disability leave would be counted in the 26 weeks of leave permitted under the FMLA leave. It is the TOWN's responsibility to designate leave, paid or unpaid, as FMLA-qualifying, based on information provided by the employee.

Health and dental and life insurance benefits shall continue through the employee's FMLA leave provided the employee pays their portion of any and all premiums. If the employee does not return to work following the leave, they shall be required to reimburse the Town for premiums paid by the Town during the leave.

Voluntary Benefits offered by the TOWN but paid for by the employee through payroll deductions will cease unless the employee makes prior arrangements for payment with the Business Office.

If the leave was due to the employee's health, a written release stating the employee is fit to return to duty from the health care provider is required prior to their return to duty.

N. PERSONAL LEAVE:

Personal leave days are intended to afford full-time employees with the opportunity to address unanticipated events or emergencies of short duration. Personal days may not be accrued beyond what is allotted each year and shall be used within twelve (12) months from when they were awarded with the exception of the first two years of employment. There shall be no payment for unused personal days upon termination of employment with the Town.

Employees shall earn two (2) personal days upon completion of their probationary period and one (1) additional personal day after completion of one (1) year of service in their anniversary month. The employee will have until the completion of their second year of employment to use these three (3) days.

After completion of two (2) years of employment, employees will be entitled to three (3) personal days each year, awarded in their anniversary month.

O. SPECIAL AWARD DAY:

The Town Administrator may award a "Special Award Day" to an employee who has performed above and beyond their job expectations. The employee may use the day at any time within the succeeding twelve (12) months after such award in a manner similar to a personal day.

P. WORKER'S COMPENSATION INSURANCE:

The Town provides all its employees, regardless of status, with Worker's Compensation coverage.

When a regular full-time or regular part-time employee is on temporary disability leave due to work-related injuries, the Town shall continue to provide the affected employee with health, dental, and life insurance coverage at the same level as before the disability leave began, and the employee shall continue to accrue sick and vacation leave until their return to work or eighteen (18) months, whichever comes first. The employee's co-pay portion of the health/dental premiums shall be paid to the Town no later than six (6) days prior to the first of each month. Employees who had opted out of the insurance plans before the disability leave began shall receive the credit offered while on said leave.

Q. SHORT-TERM DISABILITY INSURANCE:

For non-work-related injuries, the employee shall be entitled to short-term disability payments equal to sixty (60%) percent of their regular weekly earnings, but not to exceed Two Thousand (\$2,000.00) Dollars per week, for a maximum of twenty-six (26) weeks, after a waiting period of eight (8) days, commencing with

the first day following the date of disability. An insurance policy may be purchased by the Town or self-funded, at the sole discretion of the Town.

R. VESTING:

Employees of ten (10) years continuous service or more who retire from Town service may elect to continue in the Town's health and dental insurance programs as made available by the vendor. Continued participation in any program will be at the cost of the employee (100%) and there will be no contribution from the Town to any program unless specified otherwise in the state statutes.

Town of Durham
Personnel Plan for Non-Union Employees

**ADDENDUM A
NON-AFFILIATED POSITION NAMES AND SALARY RANGES**

Salary Schedule Effective January 1, 2024			
POSITION	ENTRY LEVEL	MIDPOINT	UPPER LEVEL
Town Administrator	\$ 149,230	\$ 169,579	\$ 189,928
Police Chief	\$ 115,205	\$ 130,915	\$ 146,625
Fire Chief	\$ 110,440	\$ 125,500	\$ 140,560
Public Works Director	\$ 111,962	\$ 127,230	\$ 142,497
Business Manager/Welfare/Human Resources	\$ 113,958	\$ 129,498	\$ 145,038
Deputy Police Chief	\$ 103,685	\$ 117,824	\$ 131,963
Director of Planning and Community Development	\$ 94,533	\$ 107,424	\$ 120,315
Code Enforcement / Building Insp / Health Officer	\$ 75,626	\$ 85,939	\$ 96,252
Assistant Fire Chief	\$ 99,396	\$ 112,950	\$ 126,504
Deputy Fire Chief	\$ 93,874	\$ 106,675	\$ 119,476
Manager Computer Information Technology - (IT) Manager/Director	\$ 90,640	\$ 103,000	\$ 115,360
Assessor	\$ 86,444	\$ 98,232	\$ 110,020
Asst. DPW Director (formerly for Operations)	\$ 83,972	\$ 95,422	\$ 106,873
Financial Analyst	\$ 79,771	\$ 90,649	\$ 101,526
Assistant/Project Engineer	\$ 74,687	\$ 84,872	\$ 95,057
Parks & Recreation Director	\$ 73,982	\$ 84,071	\$ 94,159
Town Clerk/Tax Collector	\$ 70,714	\$ 80,357	\$ 90,000
Assistant IT Director	\$ 67,980	\$ 77,250	\$ 86,520
GIS Administrator	\$ 67,980	\$ 77,250	\$ 86,520
Rink Manager	\$ 59,186	\$ 67,257	\$ 75,327
DCAT Coordinator	\$ 54,754	\$ 62,220	\$ 69,686
Assistant Parks & Recreation Director	\$ 51,788	\$ 58,849	\$ 65,911
Economic Development Director	\$ 39.21	\$ 44.56	\$ 49.91
Staff Accountant	\$ 30.68	\$ 34.86	\$ 39.05
Payroll Benefits Specialist	\$ 28.47	\$ 32.36	\$ 36.24
Assistant Code Enforcement / Building Inspector	\$ 26.93	\$ 30.61	\$ 34.28
Administrative Assistant	\$ 27.02	\$ 30.70	\$ 34.38
Secretary (General/Police/Etc.)	\$ 21.61	\$ 24.56	\$ 27.51
Deputy Town Clerk/Tax Collector	\$ 25.50	\$ 28.97	\$ 32.45
Parking Enforcement/Evidence Technician	\$ 24.19	\$ 27.49	\$ 30.78
Minute Taker	\$ 20.94	\$ 23.80	\$ 26.65

Town of Durham
Personnel Plan for Non-Union Employees

Salary Schedule Effective January 1, 2024

NOTES:

- Staff Accountant hourly rate is indexed to Financial Analyst - 80% of midpoint.
- Deputy Police Chief is indexed to the Police Chief range - 90% of midpoint.
- Assistant Fire Chief is indexed to the Fire Chief range - 90% of midpoint.
- Deputy Fire Chief is indexed to the Fire Chief range - 85% of the midpoint.
- Asst. DPW Director (formally for Ops.) rate indexed to DPW Director range - 75% of midpoint.
- Code Enforcement/Building Insp/Health/Zoning Officer indexed to Dir. of Planning range - 80% of midpoint.
- Deputy Town Clerk/Tax Collector indexed to Town Clerk/Tax Collector range - 75% of midpoint.
- Assistant/Project Engineer is generally associated with Engineer position from DPMMA Contract - approx. 80% of that position rate.
- Administrative Assistant range is analogous to Executive Assistant positions.
- Secretary is indexed to Administrative Assistant range - 80% of average.
- Town Administrator position fixed rate is reset annually per terms of Employment Agreement.
- GIS Position rate indexed to IT/MIS Manager rate - 75% of midpoint.
- Assistant Parks & Recreation Dir. rate indexed to P&R Dir. range - 70% of midpoint.
- Assistant IT Director rate indexed to IT/MIS Manager rate - 75% of midpoint.
- Rink Manager rate indexed to Parks & Rec. Dir. range - 80% of midpoint.
- Salary Survey informed by 2023 data from 17 Towns in MRI Survey for Exeter, NH:
Exeter, Bedford, Dover, Durham, Goffstown, Hampton, Hanover, Hudson, Lebanon, Londonderry, Merimack, Milford, Newmarket, Portsmouth, Salem, Windham and York, ME.
- Some classifications adjusted for inflation due to incomplete data sets and/or adjusted for perceived local Seacoast NH market conditions.
- There is approximately a 27% differential between the Entry Level and Upper Level range, increasing or decreasing in 3% increments from the midpoint.

**RECEIPT AND ACKNOWLEDGEMENT OF THE TOWN OF DURHAM'S
PERSONNEL PLAN FOR NON-UNION EMPLOYEES**

I have received a copy of the Updated Town of Durham's Personnel Plan for Non-Union Employees effective April 1, 2024 and I understand that I am responsible for reading it.

I understand that this Personnel Plan replaces all prior Personnel Plans and may be changed at any time by the Town Administrator in accordance with Section 1.B.2 of the Plan. I acknowledge that my employment at-will may be terminated, either by the Town or myself, at any time regardless of the length of my employment or the granting of benefits of any kind. I further understand that this Personnel Plan does not create nor is it intended to create a contract of employment or of any other kind, either express or implied between the Town and/or an employee or employees.

If I have questions regarding the content or interpretation of this Personnel Plan, I shall bring them to the attention of the Business Office.

EMPLOYEE NAME _____

DEPARTMENT _____

EMPLOYEE SIGNATURE _____

DATE _____

(Original to be placed in employee's personnel file in the Business Office)