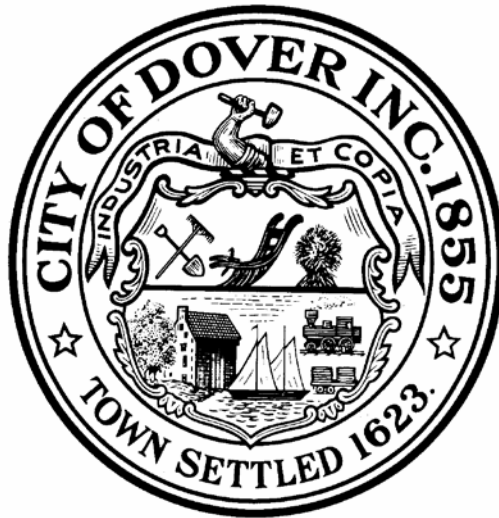


# MERIT PLAN

**CITY OF DOVER**  
**New Hampshire**



**Submitted by**

**J. Michael Joyal, Jr**  
**City Manager**

**Effective May 9, 2018**

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# MERIT PLAN OF THE CITY OF DOVER, NH

## ARTICLE I. PURPOSE

It is the purpose of this Merit Plan to give effect to the provisions of the Dover, New Hampshire City Charter. The rules and regulations that comprise the Merit Plan and are contained herein shall be applied in accordance with the purpose of section C7-2 of the City Charter, which is interpreted and declared to be as follows:

- Section 1: To provide for an efficient system of modern personnel administration based on the principles of merit and designed to ensure sound and consistent employment practices.
- Section 2: To provide for the selection, appointment, promotion, training, transfer, lay off, discipline, and removal of City of Dover employees on the basis of merit.
- Section 3: To provide for a position classification system within the Administrative Service of the City, to be known as the Classification Plan.
- Section 4: To provide for a compensation system for City of Dover employees holding positions in the Classified Service of the City, to be known as the Pay Plan.
- Section 5: To provide for City of Dover employees a definite policy regarding annual leave, personal illness leave, and other leaves of absence.
- Section 6: To provide for City of Dover employees a definite policy regarding eligibility for participation in a retirement plan and other benefits.
- Section 7: To provide for City of Dover employees a procedure for appeals related to the application of these rules and regulations.
- Section 8: To provide for other matters necessary to ensure the maintenance of efficient service and the improvement of working conditions.

## ARTICLE II. AMENDMENT OF MERIT PLAN

The City Manager may amend the rules and regulations contained within this Merit Plan from time to time as deemed suitable and necessary to carry out the provisions of the City Charter by submission of such amendments to the City Council. An amendment shall become effective pursuant to the provisions of the Dover City Charter C7-2. The Classification Plan and the Pay Plan are appended to and made a part of this Merit Plan. All amendments to the Classification Plan and all amendments to the Pay Plan shall become effective only after approval of the Dover City Council through the use of the procedure contained in Dover City Charter C7-2

## ARTICLE III. DEFINITIONS

For the purpose of the rules and regulations contained herein, the following words and terms shall have the meaning indicated below:

- Definition 1: ADMINISTRATIVE SERVICE shall mean the entire body of employees holding positions in the Classified Service, all of whom serve under the appointive powers of the City Manager and/or department heads.

- Definition 2: APPOINTING AUTHORITY shall mean the City Manager or department head, who shall have the authority to hire and/or terminate the employment of persons for the City of Dover in accordance with the duties and powers conferred by the City Charter and these rules and regulations.
- Definition 3: APPOINTMENT shall mean the selection and hiring by the Appointing Authority of a person to fill a position in the Classified Service of the City. Appointments shall be of the following types: Original, Temporary, Re-Employment, Transfer, Promotion, Demotion.
- Definition 4: CLASSIFICATION, OR CLASS OF POSITIONS shall mean a position or grouping of positions in the Classified Service of the City having similar duties and responsibilities and requiring similar qualifications.
- Definition 5: CLASSIFICATION PLAN shall mean the overall organization of positions into groups or classes on the basis of the duties and responsibilities of the position and knowledge, skill and ability necessary for adequate performance of the essential functions of the position.
- Definition 6: CLASSIFIED SERVICE shall mean the collection of all full-time and part-time positions included in the Classification Plan of the City which are subject to the appointing authority of the City Manager and/or department heads.
- Definition 7: DEMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a lower maximum salary rate.
- Definition 8: DISCRETIONARY AND PROFESSIONAL SERVICE shall mean department heads or other employees who are immediate subordinates and report directly to the City Manager. Such employees are particularly qualified and regularly and routinely as part of their duties, exercise discretion and judgment over the performance of their functions. These employees are considered part of the Classified Service, but shall not always be subject to all provisions of the Merit Plan. As such, for the purposes of recruitment and retention of this type of personnel, the City Manager may provide these employees with additional benefits or incentives. The City Manager may enter into employment and severance agreements with employees who are members of the Discretionary and Professional Service. A Resolution for each agreement shall be placed as a separate item on the next regular Council agenda prior to the execution of the agreement by the City Manager. The proposed written agreement shall be available to the Council and to the public. The City Council shall review and approve or disapprove the cost items of all employment and severance agreements at the first available regular council meeting or within thirty (30) days whichever is less. Persons employed as part of the Discretionary and Professional Service shall be appointed by reason of their particular training and experience as determined by the City Manager to be the best qualified and available person for the job. Such persons shall not necessarily be appointed or promoted according to standard promotional procedures as applicable for all other employees of the Classified Service. Discretionary and Professional Service employees shall receive a salary in compensation for their services rendered, irrespective of their regular hours of employment. Discretionary and Professional Service employees shall include, but not necessarily be limited to

the Assistant City Manager, City Attorney, City Clerk and the department heads or other administrative staff as may be defined in the Administrative Code.

- Definition 9: EMPLOYEE shall mean any person who has been appointed to a position in the Classified Service of the City in accordance with the provisions of the City Charter and these rules and regulations.
- Definition 10: ENTRANCE EXAMINATION shall mean a standard examination which may be given to all applicants for appointment to a position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.
- Definition 11: HOURLY EMPLOYEE shall be any employee compensated for each hour of work performed at an hourly rate as stipulated in the Pay Plan of the City of Dover for their particular position and pay step. Hourly employees are Fair Labor Standards Act non-exempt employees and are distinguished from salaried employees.
- Definition 12: ORIGINAL APPOINTMENT shall mean the appointment of a person having never been previously employed by the City to a position in the Classified Service of the City.
- Definition 13: PROBATIONARY PERIOD shall mean an evaluation period following appointment to a position in the Classified Service of the City which shall be utilized as fully as possible to determine the ability of the employee to satisfactorily fulfill the requirements of the position to which they were appointed. All employees appointed to positions in the Classified Service whose employment is intended to exceed four (4) months in a single calendar year shall be subject to a probationary period.
- Definition 14: PROMOTION shall mean a change of the employment status of an employee from a position in one class to a position in another class having a higher maximum salary rate.
- Definition 15: PROMOTIONAL EXAMINATION shall mean a qualifying examination which may be given to all applicants for appointment to a higher classified position in the Classified Service of the City, to determine their general qualification for service with respect to the particular position for which they are applying.
- Definition 16: PROVISIONAL APPOINTMENT shall mean a non-competitive appointment of a person to a position in the Classified Service of the City made on a temporary basis pending the completion of a selection and appointment process.
- Definition 17: RE-EMPLOYMENT shall mean the appointment of a person having been previously employed by the City to a position in the Classified Service of the City.
- Definition 18: REGULAR FULL-TIME EMPLOYEE shall mean an employee who works more than thirty-two (32) hours per week for twelve (12) or more consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 19: REGULAR PART-TIME EMPLOYEE shall mean an employee who works thirty-two (32) hours or less per week and who is retained to work twelve (12) or more consecutive calendar months in any position classification included in the Classification Plan of the City.

- Definition 20: SALARIED EMPLOYEE shall be any employee receiving a salary as stipulated in the Pay Plan of the City of Dover for their particular position and pay step as compensation for their services rendered, irrespective of their regular hours of employment. Salaried employees are Fair Labor Standards Act exempt employees and are distinguished from hourly employees.
- Definition 21: SEASONAL OR TEMPORARY FULL-TIME EMPLOYEE shall mean an employee who works more than thirty-two (32) hours per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 22: SEASONAL OR TEMPORARY PART-TIME EMPLOYEE shall mean an employee who works thirty-two (32) hours or less per week for less than twelve (12) consecutive calendar months in any position classification included in the Classification Plan of the City.
- Definition 23: TRANSFER shall mean a change of the employment status of an employee from a position in one class to a position in another class having an equal maximum salary rate.

#### **ARTICLE IV. IMPLEMENTATION AND ADMINISTRATION**

- Section 1: Status of Present Employees: Any person holding a position of employment in the City's service, upon the adoption and subsequent amendment of these rules and regulations, shall assume the status of the position held, and shall be presumed to have been appointed in accordance with the rules and regulations contained herein.
- Section 2: Personnel Officer: The City Manager shall be the Personnel Officer of the City of Dover, except as he/she may delegate such duties to another specific individual. Further, the City Manager may delegate limited aspects of the personnel function to other officers, department heads, or agents of the City. Duties of the Personnel Officer shall include the administration of all rules and regulations contained herein.
- Section 3: Applicability: The Merit Plan rules and regulations apply to all employees in the Classified Service of the City except, however, certain parts of these rules and regulations shall be superseded by any conflicting provision contained within an agreement executed pursuant to State Statute between the City of Dover and an authorized employee bargaining unit whose wages, benefits and conditions of employment are embodied in such agreement.
- Section 4: Regulatory Compliance: The City Manager shall have the authority to establish Administrative Regulations and such other administrative policies and procedures consistent with the intent and purpose of the Merit Plan as may be necessary to ensure ongoing compliance with federal and/or state employment regulations. The City Manager shall notify the City Council of proposed changes and shall provide the City Council with a written copy of the regulations and policies by placing a copy in the City Clerk's office.

#### **ARTICLE V. CLASSIFICATION PLAN**

- Section 1: There shall be a Classification Plan for all positions of service in the City. For each class of positions within the City, this Plan shall establish a class title, a

statement of purpose and general duties, authority and responsibility thereof, and the qualifications necessary or desirable for the satisfactory performance of the duties of said class. Any changes shall be approved by the City Council pursuant to the procedure stated in the City Charter C 7-2.

Section 2: In maintaining the Classification Plan, the Personnel Officer shall approve and allocate to its appropriate class each position to be included in the Classified Service. In making such allocations, the Personnel Officer shall administer and provide for the uniform and equitable application of the Classification Plan to all positions of service in the City.

Section 3: The class titles set forth in the Classification Plan shall be used to designate positions in the Classified Service of the City in all official records, vouchers and communications, and no person shall be appointed or employed in a position in the Classified Service under any class title which has not been first approved and allocated by the Personnel Officer. This requirement shall not exclude the use of statutory or working titles that may be used informally as appropriate or expedient.

## **ARTICLE VI. PAY PLAN**

Section 1: The Personnel Officer shall be responsible for the development and maintenance of a uniform and equitable Pay Plan, which shall consist of minimum and maximum rates of pay for each class of position and such intermediate steps or increments as considered necessary and equitable. Any changes shall be approved by the City Council pursuant to the procedures stated in the City Charter C7-2.

Section 2: The Pay Plan shall be linked directly with the Classification Plan and shall be established and amended with due regard to ranges of pay for each class of positions; requisite qualifications for each class; prevailing rates of pay for comparable work in other private and public employment within the Dover area, or other comparable municipalities; cost of living factors; suggestions from department heads; other benefits received by employees; the financial condition of the City; and other economic considerations.

Section 3: The compensation of each employee shall be reviewed annually by the City Manager and/or each department head for the purpose of determining which employee shall receive a wage adjustment. Wage adjustments shall mean an increase in the rate of pay, which will result in a move to the next higher step or increment of the established wage scale for the particular position of employment. Said increases in rate of pay shall be made in conjunction with the employee's annual performance evaluation, and shall be awarded on the first day of the pay period immediately following July 1<sup>st</sup> of the fiscal year after completion of the respective performance evaluation.

Section 4: Wage increases shall be based upon merit. An annual performance appraisal shall be completed for each employee by their supervisor(s) relating generally to their work habits, performance, and other related factors. Employees found to be performing satisfactorily by their supervisor(s) shall be recommended for a wage adjustment to the next higher pay step or increment on an annual basis. The performance review shall be made in order that employees who perform

satisfactorily shall be rewarded, thus providing incentive for continued efficient work. All personnel records, including an annual performance evaluation, tardiness, and absences from work, and length of service to the City, shall be considered when making recommendations for wage adjustments.

Section 5: All other pay increases received by employees shall be limited to salary adjustments or increases in the Pay Plan itself as a result of those adjustments considered necessary and equitable.

## **ARTICLE VII. RECRUITMENT AND APPOINTMENT**

Section 1: Equal Employment Opportunity: Individuals shall be selected for employment with the City from the best qualified persons applying for said employment without discrimination as to sex, age, race, color, national origin, creed, religion, political affiliations or any other non-merit based factors; preference being given to citizens of the City of Dover when all other qualifications are equal.

Section 2: Recruitment: Within the limits of time during which a position must be filled, there shall be as wide a search for qualified candidates as is practical. The character of such search will vary from position to position, but normally shall include posting of notices of vacancy, advertising, and contact with State and other employment offices.

Section 3: Selection: After completing all candidate evaluation procedures as the Appointing Authority may determine as relevant, necessary, and within the limits of the law, selection shall be made by the Appointing Authority from among those persons who have qualified for appointment.

Section 4: Promotion: Present employees shall be given maximum opportunity for advancement in the service of the City. Present employees shall be given first consideration in filling a vacancy and shall be afforded training opportunities to qualify for promotion. It is recognized that from time to time, the good of the service may require that a vacancy be filled from outside the current service of the City.

Section 5: Probation: The probationary period shall be regarded as an integral part of the appointment process and shall be utilized for closely observing an employee's work, ensuring the most effective adjustment of a new employee to his/her position, and for rejecting any employee whose performance does not meet the required work standards. All original and promotional appointments shall be for a probationary period of twelve (12) consecutive calendar months which may be extended by the Appointing Authority as may be required, but not for a period of more than four (4) additional consecutive months. At a minimum, each probationary employee shall receive a six (6) month performance evaluation. In cases of original employment with the City, during the probationary period, an employee may be dismissed at any time without the right of appeal or hearing in any manner. An employee dismissed during the probationary period from a position to which he/she was promoted, may be reinstated to the position from which he/she was promoted, unless such dismissal is the result of a disciplinary action. Any employee may be placed on probation for a period not exceeding twelve (12) months for cause after having completed probation, in which case



the employee may be dismissed at any time without the right of an appeal or hearing in any manner. The provisions of this section apply to employees appointed to fill regular full-time and part-time positions in the Classified Service of the City.

Section 6: Training: In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Personnel Officer shall develop and implement educational training programs whenever possible.

Section 7: Transfer: If an employee, possessing the qualifications necessary to fill a vacant position within the Classified Service of the City, wishes to be transferred from his/her present department to another department, she/he shall be afforded an opportunity to apply and be considered for the position.

## **ARTICLE VIII. SENIORITY AND LENGTH OF SERVICE AWARDS**

Section 1: When an employee transfers from one department to another, or is promoted within the Classified Service of the City, the date of original employment with the City shall count as the starting date for purposes of calculating seniority as it applies to longevity awards, vacation leave and other benefits. Classification seniority shall apply from the date of appointment to the most current position. Classification seniority and/or department seniority shall be distinguished from overall longevity or employment with the City. Employees who leave the employ of the City for a period greater than twenty-four (24) consecutive hours, and who do not work at least one (1) normal work day by reason of their termination of employment with the City, shall be considered permanently severed from employment with the City. Should a former employee of the City return to the employ of the City in either his/her former department or another department within one (1) year from the date of termination, he shall be entitled to consideration for the purposes of longevity pay and vacation benefits only. In all other respects, the re-employment of a former employee shall be considered as a new employment subject to all rules and regulations for new employees as of the date of their most current appointment.

Section 2: Longevity awards paid to employees for length of service shall be calculated on an annual basis from the date of first employment by the City and continuous employment thereafter. Longevity awards shall be paid to each employee on an annual basis as follows:

Five (5) years up to Ten (10) years	\$400/yr
Ten (10) years up to Fifteen (15) years	\$800/yr
Fifteen (15) years up to Twenty (20) years	\$1,200/yr
Twenty (20) years up to Twenty Five (25) years	\$1,600/yr
Twenty Five (25) years and greater	\$2,000/yr

The provisions of this section shall apply only to regular full-time employees and on a pro rata basis to regular part-time employees.

## ARTICLE IX. POLITICAL ACTIVITY

- Section 1: No person holding a position in the Classified Service of the City shall seek or accept election, nomination or take an active part in, or make a contribution or donation to any municipal campaign or serve as a member of a committee of such club or organization or seek signatures to any petition provided for by any law, or act as a worker at the polls or distribute badges or pamphlets, or handbills of any kind favoring or opposing any candidate for election or for nomination to a municipal office. Nothing in this ordinance shall be construed to prevent any such employee or officer from becoming or continuing to be a member of a political organization, or from attendance at a political meeting, or enjoying entire freedom from all interference in casting his/her vote. Any person who wishes to accept or seek election or appointment to municipal office shall resign from the City Service upon indicating such intention by formal declaration or other evidence of candidacy. Any violation of this rule shall be sufficient grounds for the discharge of any officer or employee determined guilty of such violation.
- Section 2: Solicitation of Contributions: No officer or employee in the City service shall directly or indirectly contribute, solicit or receive, or be in any manner concerned in contributing, soliciting, or receiving any assessment, subscription, contribution, whether voluntary or involuntary, for any municipal political purpose whatever.

## ARTICLE X. HOURS OF EMPLOYMENT, ATTENDANCE AND LEAVE

- Section 1: The City Manager and/or department heads shall establish hours of employment and work schedules of employees with due consideration for the varying requirements of the different City operations. Whenever possible, hours of employment for employees in the same class of the same work shall be uniform. The City Manager and/or department heads may, for temporary periods, change the work schedule to accommodate business needs.
- Section 2: Holidays: The following paid holidays shall be provided for employees by the City of Dover:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Washington's Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Christmas Day	

When a holiday falls on a Sunday, the following Monday shall be declared a holiday for City Employees. When a holiday falls on a Saturday, the preceding Friday shall be declared a holiday. The provisions of this section shall apply to regular full-time employees and on a pro rata basis to regular part-time employees.

- Section 3: Annual Leave: Annual leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. Annual leave shall

accrue from the date of original hire. An Employee may take annual leave only after the end of the probationary period. If an employee is terminated from employment with the City for any reason during the probationary period, no payment of annual leave will be made by the City. The posting of accrued leave shall occur each pay period in hourly units based on the employee's normal work day, or as otherwise prescribed by the City Manager. Normal work day shall be based on the number of hours usually assigned to an employee. This shall exclude overtime, call-ins or other unusual work assignments. For employees who work varying number of hours per day, the average hours per day over the pay cycle may be used as their normal work day. Accrued annual leave may not exceed three hundred (300) hours at any given time, excepting when upon application by an employee, the City Manager shall have granted an exception to this limitation. Any Annual leave to be taken shall be taken at the discretion of the employee's department head, and for department heads shall be taken at the discretion of the City Manager. The taking of annual leave will not be unreasonably denied. Accrual rates and other provisions related to the application for and usage of annual leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 4: Personal Illness and Disability Leave: Personal illness and disability leave shall be afforded to regular full-time employees and on a pro rata basis to regular part-time employees. An employee must work twenty (20) or more hours per week to be eligible for disability leave. Personal illness and disability leave shall be considered a matter of grace and not a privilege and shall be allowed only in case of necessity and actual sickness, or disability of the employee. Employees who find it necessary to meet dental or doctor appointments or other illness prevention measures, including maternity, may also utilize personal illness leave time for such purposes, excepting when prior written City Manager and/or department head approval has been obtained, in which case no personal illness leave shall be charged. Personal illness leave, at the discretion of the City Manager and/or department head, may be granted in the instance of illness of a member of the employee's immediate family. At the discretion of the department head, a doctor's certificate may be required for absences due to illness or disability in excess of three (3) days. If the department head has a reasonable basis to believe or suspect an employee has abused personal illness leave privileges, he/she may require a doctor's certificate for an illness of less than three (3) days. Proof of illness or disability may be required at any time by the City Manager, department head or division head. Abuse of personal illness and disability leave privileges may be cause of dismissal. Personal illness and disability leave shall be recorded regularly in the personnel records and the Personnel Officer shall review all illness and disability related leave records periodically and shall investigate any cases which indicate abuse of the privilege. Accrual rates and other provisions related to the application for and usage of personal illness and disability leave are as specified in the appropriate collective bargaining agreements or as may be prescribed by the City Manager for each class of position in the Classified Service.

Section 5: Injury Leave: All employees of the City who become injured while in the performance of their duties shall receive their regular salary while on injury leave, provided, however, that those who are covered by Workers' Compensation shall receive only the difference between Workers' Compensation and their regular rate of pay, by the City, for the first ninety (90) calendar day period of said job connected injury. The first ninety (90) calendar day period shall commence upon the first day the employee is out of work due to the job connected injury, but not including the day of the injury. At the expiration of the first ninety (90) day period, the employee shall receive the difference between Workers' Compensation and the employee's regular salary chargeable to their accrued annual and/or personal illness leave. Additionally, after expiration of the first ninety (90) day calendar period, the City Manager and/or department head may order a complete physical and/or mental examination of said employee by two registered physicians. If the report of their examination establishes the injury as one that permanently incapacitates said employee, application shall be made for retirement by the employee under the provisions of the New Hampshire Retirement Law. The commencement of payments under the New Hampshire Law shall end the Employer's obligation of payment on annual and/or accumulated personal illness leave and/or Workers' Compensation payments. Further, if it is determined by two registered physicians selected by the department head immediately after the employee is injured that said employee will not be able to return to his/her regular duties at any time in the future, the Employer shall not be obligated to pay the difference between Workers' Compensation and the employee's regular salary for the first ninety (90) calendar days of injury in compliance with this section. There will be a free exchange of medical data and reports during the period of incapacity and while such determinations are being made, and to facilitate such exchange, an incapacitated employee shall execute medical authorization directing his/her physician to release reports concerning the medical condition of the employee. Copies of such reports shall be provided to the employee.

Section 6: Emergency Leave: Emergency leave may be granted by the City Manager without loss of pay for emergency purposes, which shall include: critical illness or death in the immediate family; if an employee is subpoenaed to appear before a court, public body or commission; and such other situations considered meritorious by the City Manager who shall certify allowance or disallowance of the emergency leave sought. Emergency leave shall be supplementary to, and not in restriction of, personal illness leave, annual leave or other eligible leave authorizations as herein provided. For the purpose of this section, immediate family shall be considered as spouse, children of either the member or spouse; mother, father, brother or sister of either the employee or spouse; grandchildren or grandparents of either the employee or spouse; or person residing in the same household, providing said person is not solely related to the member as a commercial tenant.

Section 7: Military Leave: Any employee who is a member of the National Guard or Military Reserves, and is required to undergo field training therein, shall be entitled to a leave of absence with pay for the period of such training, but not to exceed two (2) weeks in any one year, and any such leave shall not affect the

member's annual vacation leave. The amount of compensation paid to such employee for such leave of absence shall be the difference between the employee's compensation for military activities as shown by a satisfactory statement by military authorities giving the employee's rank, base pay and the amount of the employee's regular weekly pay. If the employee's base pay for military service is equal to or greater than the pay due as a City employee for the period covered by such military leave, then no payment shall be made.

Section 8: Other Leave: The City may grant other leaves of absence for employees with or without pay and/or benefits and/or service credit at the discretion of the City Manager.

Section 9: Care of Newborn Child (CNC): Each employee will be eligible for a leave of absence for care of a newborn child for a period of up to ninety (90) calendar days at any time within twelve (12) months from the date of birth inclusive of any period of disability, if applicable, associated with delivery. CNC Leave will be without pay, subject to any disability payments due but with full service credit and benefits. An employee may apply to the City Manager for an extension of CNC prior to expiration of the initial ninety (90) calendar days leave provided that: a) the employee will exhaust all vacation time prior to the start of any extended leave; and b) the request is substantiated by evidence that the child has a certified medical condition requiring extended parental attention and/or the operating needs of the City permit an extension of the leave; and c) that the total period of the initial CNC, vacation and the extended leave will not exceed 120 days from date of birth inclusive of any period of disability, if applicable, associated with delivery. Upon completion of the CNC leave, the employee shall return to work or be subject to disciplinary action. Upon completion of the CNC leave, the employee shall be reinstated to his/her position prior to his/her leave or other comparable position, except that in the event of a force reduction or reorganization, such employee will be treated in accordance with the layoff provisions contained herein. An employee on leave for CNC shall not be eligible to collect unemployment compensation. In the event a member applies for unemployment compensation during the period of CNC leave, he/she will be considered as having resigned. Nothing above will preclude a member from taking such leave by utilization of previously accrued and grandfathered personal illness leave and/or annual leave.

Section 10: Jury Duty: An Employee called as a juror will be paid the difference between the fee received for such service and the amount of straight-time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor. Employees who are called to jury duty and are excused from jury duty for a day(s) shall report to their regular work assignment as soon as possible after being excused.

Section 11: Storm Days: When due to weather conditions, the City Manager determines that City services will be curtailed and/or limited, the affected employees so notified shall not be required to report to work, or employees who have reported for work shall be relieved without loss of pay. When an employee is unable to report to work due to weather conditions, and the City Manager has not curtailed and/or limited City services in accordance with the preceding paragraph, the employee may draw from his/her annual leave time or take a

personal day as provided for above in this Article. Employees who are not working due to other leaves of absence, injuries, or choice, shall not be compensated for storm days. All other personnel will receive pay on an hour for hour basis. The provisions of this Article shall apply to regular full-time and seasonal/temporary full-time employees, and on a pro rata basis to regular part-time and seasonal/temporary part-time employees.

## **ARTICLE XI. RETIREMENT AND OTHER BENEFITS**

- Section 1: The Personnel Officer shall take the steps necessary to provide employees in the Classified Service of the City with membership in the State of New Hampshire Retirement System.
- Section 2: All regular full-time and regular part-time employees shall be eligible for participation in the City's health, dental and life insurance programs and other benefit offerings. Provisions related to types of coverage, eligibility and premium contributions are as specified in the appropriate collective bargaining agreements or as may be prescribed herein for each class of position in the Classified Service.
- Section 3: All employees of the City shall be subject to the benefits of Workers' Compensation regardless of their status in the City's service; whether an employee is considered regular, seasonal or temporary or full-time or part-time.

## **ARTICLE XII. SEPARATIONS AND DEMOTIONS**

- Section 1: Demotions: The City Manager and/or a department head may reduce the wage rate of an employee within the range provided in the Pay Plan, or demote an employee for cause. A written statement for the reasons for any such action shall be filed with the Personnel Officer and a copy shall be filed in the employee's personnel folder. No disciplinary demotion shall be made to a lower class of position if such action would cause an employee in the lower class to be laid off as a result of such action.
- Section 2: Layoffs: The City Manager and/or a department head may lay off an employee in the Classified Service of the City by reason of shortage of work and/or funds, abolition of the position(s), other material changes in the organization, or for other reasons beyond the employee's control and which do not reflect discredit upon the service of an employee. No employee shall be laid off while another person in the same class in the department is employed on a probationary or temporary basis. Layoff of employees shall be made in inverse order of employment in the class and department involved. The City Manager and/or a department head shall give written notice to the employee of any proposed layoff and reasons therefore, two weeks before the effective date of the action. A copy of such notice shall be filed with the Personnel Officer.
- Section 3: Disciplinary Action: The City Manager, department head, or designated supervisory person may reprimand, orally or in writing; suspend, with or without pay; demote or dismiss an employee due to inefficiency, incompetence, misconduct, negligence, insubordination, or other sufficient cause. All disciplinary action shall be handled in a fair manner and shall be consistent with

the infractions for which the disciplinary action is being taken. All suspensions and discharges must be stated in writing and the reasons shall be communicated to the employee at the time of the suspension or discharge. Disciplinary actions will normally be taken in the following order:

- a) A documented Verbal Warning or supervisory counseling
- b) Written Warning
- c) Suspension With or Without Pay
- d) Demotion or Discharge

Notwithstanding the above, however, the above sequence need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge.

Section 4: Resignations: The resignation of an employee, once submitted, shall be deemed to have been accepted by the City and shall not be subject to the grievance procedure afforded herein.

### **ARTICLE XIII: GRIEVANCE PROCEDURE**

A grievance shall be defined as an alleged violation, misinterpretation of and/or misapplication of the provisions of this Merit Plan with respect to one or more City employees covered by the rules and regulations contained herein. Grievances regarding the terms and conditions of this Merit Plan shall be processed in the following manner:

Step #1: Any grievance shall be filed by the employee, in writing, within ten (10) calendar days from the date of the occurrence of the violation. Such filing shall be made to the department head and shall contain an abbreviated statement as to the nature of the grievance and shall state specifically the areas which the employee, or a designated representative, feels have been violated. The employee shall be required to sign the original grievance filed with the department head. Within ten (10) calendar days of receipt of the grievance, the department head shall conduct an informal inquiry concerning the grievance and render a decision, in writing, by no later than the close of the normal business day of the tenth day. The time requirements under this step may be extended by mutual consent of the department head and the employee and/or the designated representative.

Step #2: If the aggrieved employee is not satisfied with the decision of the department head, or if no decision has been rendered within the ten (10) calendar day period as defined above, said employee may appeal his/her grievance, in writing, to the Personnel Officer within ten (10) calendar days of the receipt of the department head's decision, or that date upon which such decision should have been rendered, provided however, that the aggrieved employee sets forth the specific reasons for such appeal and the terms and conditions of this plan and the specific areas which the employee feels have been violated. The Personnel Officer or a designated representative, shall hold an administrative hearing concerning the grievance within ten (10) calendar days of receipt of the aggrieved employee's appeal. The Personnel Officer or designated representative shall decide the grievance based upon the information supplied and any further information that he/she may request during or subsequent to the hearing. The Personnel Officer or designated representative shall render a

decision, in writing, within ten (10) calendar days from the close of the hearing, said procedure to take not more than thirty (30) calendar days from receipt of the original grievance by the Personnel Officer. The time limitations under Step #2 may be extended by mutual consent of the Personnel Officer and the aggrieved Employee, or his/her designated representative.

Step #3: If the decision of the Personnel Officer, or the designated representative, is found to be unsatisfactory, or if no decision has been rendered during the time period specified above, said employee may within ten (10) calendar days appeal, in writing, the decision of the Personnel Officer setting forth an abbreviated statement as to why said decision has been found unsatisfactory and those specific areas which have been violated to the Personnel Advisory Board. The Personnel Advisory Board shall conduct their first hearing session regarding the grievance within fifteen (15) calendar days from the date of its receipt, and shall render their decision, in writing, within fifteen (15) calendar days from the close of their final hearing date. The written report, which shall be advisory only in nature, containing the Personnel Advisory Board's findings and recommendation, shall be issued to the City Manager. The Personnel Advisory Board shall have no power to reinstate and employee unless it finds, after investigation, that the action was taken against the employee for discrimination as to sex, age, race, color, national origin, creed, religion, or political affiliations or other non-merit based factor. The City Manager, after consideration of said report and other pertaining information, shall file a written statement of his/her decision within ten (10) calendar days, and such decision shall be final.

#### **ARTICLE XIV: SEPARABILITY**

If any portion of these rules and regulations, or the application thereof, to any person or circumstance, should be held invalid or unenforceable, the remainder these rules and regulations shall remain in full force and effect.