

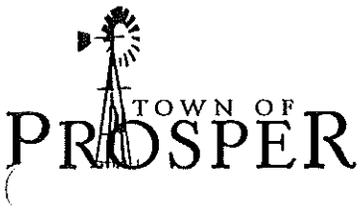
TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.01 PAGE NO. 1 of 1
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: MEDICAL AND LIFE BENEFITS/CONTINUATION OF COVERAGE	LAST REVISION DATE:

I. Medical and Life Benefits

- A) The Town furnishes medical, disability and life insurance benefits to eligible employees. Certain coverage is effective on the first day of the month following the first day of employment for eligible employees. Other coverages are effective on the date of hire. For details of coverage, see Town's Benefits Summary provided by the Human Resources Department.
- B) Additional supplemental insurance coverage for employees and members of their families, beyond those amounts provided by the Town, may be available at the employee's expense.
- C) The Town also carries a workers' compensation insurance policy. In cases of job related injuries, provisions and benefits available under workers' compensation are activated. (See Workers' Compensation Policy, Reference No. 4.05.)

II. Group Health Continuation of Coverage

- A) COBRA is a federal law that requires most employers who sponsor group health plans to offer employees and their families the opportunity to temporarily extend their group coverage at group rates in certain instances where coverage under the employer's group health plan would otherwise terminate. The employee is responsible for paying for the cost of any such continuation of coverage, plus a small administration fee.
- B) Under COBRA, employees may elect COBRA continuation of coverage for up to 18 months after termination of employment (unless the employee is terminated due to gross misconduct), or if an employee's hours are reduced to such an extent that the employee no longer qualifies for participation in the group health plan. Under other circumstances, COBRA coverage is available for up to 36 months following a qualifying event. Employees must notify the Town within 60 days of the occurrence of the employee's legal separation or divorce and of a covered dependent ceasing to qualify as a dependent under the medical plan.
- C) Detailed COBRA notices are given to employees when an employee becomes eligible for participation in the Town's group health plan and again when a qualifying event occurs. For more complete information on COBRA and your health plan, you should review your summary plan description or review a copy of the full health plan at the Human Resources office.



**CONTINUATION OF COVERAGE NOTICE
ACKNOWLEDGMENT OF RECEIPT**

Town of Prosper Personnel Policies and Procedures Manual, Reference No. 4.01F-1

Employee's Name: _____

By my signature below, I acknowledge and certify that I have received a copy of the Continuation of Coverage Notice.

Employee Signature

Date

TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.02 PAGE NO. 1 of 1
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: RETIREMENT	LAST REVISION DATE: 10-01-2011

I. **Texas Municipal Retirement System (TMRS).** The Town of Prosper participates in the Texas Municipal Retirement System, which provides retirement benefits to eligible employees.

A) Eligibility for Enrollment

At the time of employment, all eligible employees are enrolled in the TMRS pension plan. Participation by every regular full-time employee and regular part-time employees who work more than 1000 hours in a year is a condition of employment.

B) Contributions

Contribution rates and other policies of the Town's TMRS Plan are determined by the Town Council and are subject to change.

Currently, the employee contributes 7% of their earnings each pay period. The contributions are tax deferred and made through payroll deduction. The Town matches employee contributions at a rate of two to one.

C) Benefits at Retirement

- 1) Generally, employees may retire after 240 months (20 years) of TMRS service credit, regardless of age. Previous government employment may contribute service credit toward earlier retirement.
- 2) TMRS benefits will be based on years of service, salary, the employee and Town contributions to the account, and the retirement option selected.
- 3) Employees must contact the Human Resources Department at least thirty (30) days before the planned retirement date to allow for completion of necessary paperwork.

For additional information, employees may consult the TMRS Benefits Guide available online at <http://www.tmr.org> or contact the Human Resources Department.

II. Federal Social Security and Medicare Programs

The Town of Prosper participates in the Federal Social Security and Medicare Programs which provide benefits upon retirement. A deduction from the employee's salary is matched by the Town for these benefits. Participation by every employee is a condition of employment.

TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.03 PAGE NO. 1 of 3
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: TUITION REIMBURSEMENT	LAST REVISION DATE: 10-01-2011

It is the policy of the Town of Prosper to provide quality services for its citizens by encouraging upward mobility, employee development, and excellence of performance by sharing the expense of approved courses and educational programs. Tuition reimbursement assists employees in broadening their knowledge of their current position or preparing them for possible assumption of new job responsibilities within the Town.

I. Eligible Employees

To be considered for participation in the tuition reimbursement program, an individual must be a regular full-time employee and have successfully completed at least six months of service with the Town prior to application approval.

II. Terms of Tuition Reimbursement

A) Courses offered by accredited colleges, universities, or trade schools are eligible for tuition reimbursement if they are:

- (1) Required by a degree plan which is related to a Town career field,
- (2) Required by a trade school course of study which is related to a Town career field; or,
- (3) Related to a Town career field as determined by the Town Manager or Designee.

Accredited institutions are those having a curriculum of study approved by the Southern Association of Colleges and Schools, the National Association of Trade and Technical Schools, or Career College of America.

- B) Reimbursement is limited to no more than twenty-four (24) hours per fiscal year.
- C) As a condition of reimbursement, participants must earn a grade of "C" or above in undergraduate level courses, "B" or above in graduate level courses, and "Pass" in Pass/Fail courses. For those courses for which grades are not assigned, a certificate of completion will serve as proof of course completion.
- D) Reimbursement for thesis or dissertation will be paid when the participant submits an official grade report or transcript that records a passing grade. Reimbursement will be paid for the required number of credit hours (six for thesis and twelve for dissertation) regardless of the actual number of hours taken.
- E) Mandatory fees may be reimbursed as part of the tuition rate charges.
- F) The Town will reimburse up to a maximum of \$200.00 for books per semester. Receipts must be supplied with the Check Request. Supplies or other expenses in connection with courses to be taken are not eligible for reimbursement. Fire Department employees working on a Fire Science Degree when the State reimburses tuition are eligible for book reimbursement.
- G) Seminars, conferences, and courses unrelated to a Town career field are ineligible for tuition reimbursement. Approval for reimbursement for seminars and conferences is subject to departmental training budgets. Non-credit continuing education courses containing the same or

similar information as received in previous courses (repeat courses) as well as credit obtained under the College Level Examination Program (CLEP) are not eligible for tuition reimbursement.

- H) Tuition reimbursement will be paid only once for each approved course. The Town will not pay tuition reimbursement for courses for which tuition reimbursement has already been received by the employee.
- I) Correspondence courses, on-line courses, and technical training courses must be approved by the Department Director prior to registration. Participants wishing to receive reimbursement for such must provide official scholastic accreditation documentation and an official description of the course(s) or training to the Department Director prior to registration.
- J) The Town will not pay the cost of tuition which has been or shall be paid from other sources such as scholarships, grants, Veterans' benefits, or other subsidies. In the event of partial scholarship or grant, reimbursement will be calculated based on the actual expense to the employee. In no case can an employee "double dip" on tuition reimbursement benefits.
- K) Tuition reimbursement will not be granted for audited courses.
- L) Except for under unusual circumstances and with the written consent of the Department Director and Human Resources Department, an employee must schedule classes so that the employee's attendance and course work do not adversely interfere with his/her normal work schedule or work performance for the Town.
- M) In all cases, the Town has the sole discretion to approve or disapprove an employee's request for tuition reimbursement and also to make the determination as to whether a school is appropriately accredited.

III. Application and Reimbursement Process

- A) To begin participation in the Tuition Reimbursement program, employees must obtain and submit the completed Educational Request and Tuition Reimbursement Agreement Form to the Department Director. For budgetary purposes, employees are to submit, in May of each year, a tuition reimbursement request for classes to be reimbursed in the Town's next fiscal year. Because of the lead time required to submit the request and begin the approval process, the employee may not have all the information required to fully complete the form. For this reason, a provisional approval will be given at the Department Director's discretion, including, among other things, budgetary issues. Thereafter, when the employee has the required information to fully complete the form, he/she must resubmit the fully completed form. At that time, the Department Director will, as appropriate, either give his/her final approval or decline to approve the request.
- B) Participants will pay all costs according to the parameters of their educational institution. Within 21 days after the employee completes a course, the employee must submit copies of the following to the Department Director for reimbursement approval:
 - (1) An itemized statement of tuition and fees,
 - (2) Proof of payment, and
 - (3) An official grade report or transcript.
- C) Participants will be reimbursed based upon the actual fee schedule of the school they attend unless the fee schedule exceeds that of the University of North Texas (UNT), in which case the reimbursement will be calculated at the equivalent rate of

Title: TUITION REIMBURSEMENT	REFERENCE NO. 4.03 PAGE NO. 3 of 3
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UNT. Reimbursement requests submitted after the deadline will be denied unless prior written permission is granted by the Department Director.

IV. Termination

If an employee resigns or is terminated for any reason prior to course completion, the Town shall not be obligated to reimburse any part of the expense.

An employee who resigns or is terminated less than two years after completion of a reimbursed course must reimburse the Town for all amounts paid to the employee under this policy within thirty days of his/her separation date. The Town may reduce the final paycheck by any/all amounts owed.

Employees terminated due to a reduction in force shall not be required to reimburse the monies.

V. Employees on Leave

Special authorization must be obtained from the Department Director and the Human Resources Department in order for an employee to continue classes while he/she is away from work while on sick leave, worker's comp leave, FMLA leave, and so on.



EDUCATIONAL REQUEST AND TUITION REIMBURSEMENT AGREEMENT

Town of Prosper Personnel Policies and Procedures Manual, Reference No. 4.03F-1

Employee Name: _____ Date: _____

List Accredited College, University or Trade School:

Name: _____

Town: _____ State: _____ Zip: _____

Course Name: _____ Credit Hours: _____

Course Name: _____ Credit Hours: _____

Cost of Course(s): _____

Dates of Course(s): _____

Time of Class(es): _____

Course(s) Completion Date: _____

Estimated types and costs of books and fees, if any: _____

I have read and understand the Town of Prosper's Policy regarding tuition reimbursement and agree that this request and agreement is in compliance with the policy. I understand that if my employment ends, for any reason, prior to course completion, the Town shall not be obligated to reimburse any part of the expense. I understand that if my employment ends for any reason (except due to a reduction in force), less than two (2) years after completion of a reimbursed course, I must reimburse the Town for all amounts paid to me under this policy upon separation. I further understand that the Town may deduct such reimbursement, or a portion thereof, from my final check(s). If there are not sufficient funds in my final check(s), I agree that I will reimburse the Town for the remaining balance within thirty days of my separation date. I also agree that I am responsible for any costs incurred by the Town in collecting any balance owed to it by me under this Agreement.

Signature of Employee

Date

Provisional Approval:

Signature of Department Director

Date

Received by Human Resources (Signature)

Date

Final Approval:

Signature of Department Director

Date

Received by Human Resources (Signature)

Date

TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.04 PAGE NO. 1 of 1
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: EMPLOYEE ASSISTANCE PROGRAM (EAP)	LAST REVISION DATE: 08-01-2010

The Town of Prosper's Employee Assistance Program (EAP) is available to provide assistance to employees who may be experiencing personal or family problems with alcohol or drug abuse, financial burdens, marital or other family problems. All employees who feel they may have an alcohol or drug problem are encouraged to utilize the program's resources before the problem adversely affects their job performance or employment status. Participation in this program is typically voluntary and confidential. However, a supervisor may make a mandatory or formal referral when some aspect of an employee's personal life negatively affects his or her performance on the job.

I. Participation

Employees may use EAP at their own initiation and without contact with supervisors or the Human Resources Department.

II. Mandatory or Formal Referral

A supervisor may make a mandatory or formal referral when some aspect of an employee's personal life appears to be negatively affecting his or her performance on the job. In such cases, the supervisor will contact the Human Resources Department to determine the need for a referral. If the Human Resources Department agrees with the request, they will contact the EAP to start the referral process.

III. Confidentiality

Employees and/or dependents seeking assistance through the Employee Assistance Program are assured that reasonable efforts will be made to provide the services within strict principles of confidentiality.

Alliance Work Partners
EMPLOYEE ASSISTANCE PROGRAM

Formal Management Referral
Employee Letter

DATE

Dear Employee:

We hope this letter will answer any questions you may have regarding your Employee Assistance Program (EAP). Please read this letter carefully, keep it for future reference and call us with any additional questions you may have.

Attached is a *Consent for the Release of Confidential Information for Procedural Referral*. This form will allow the EAP to inform us of your attendance and compliance with the Procedural Referral process. It does not allow the EAP to disclose the content of any meetings with the EAP.

When you contact the EAP at **800-343-3822**, Alliance Work Partners will:

1. Explain your rights to confidentiality.
2. Ask your permission to inform the person referring you as to your participation and compliance. No other information will be released to anyone.
3. Refer you to a counselor in your area who will meet with you and assess your situation.

At this time, please read the attached Release form). Please fill in the blanks, sign it and return a copy to the Human Resources Department.

A counselor in your area will meet with you more than once to thoroughly assess your situation or progress. These sessions will be confidential, and there will be not cost to you for your EAP visits. ***Call us after each appointment so that we know how things are progressing. If you do not feel that the Counselor assigned to you is a good fit, we can contact the EAP and request a change.***

The treatment recommendations the counselor makes must be followed. The recommended plan of action may exceed the services covered by the EAP and could mean some out of pocket expense for you. In many cases, your health insurance will pay for treatment.

Again, call us with any questions or concerns you may have. We are here to assist you.

Sincerely,

Human Resources Department

Alliance Work Partners

A professional service of Workers Assistance Program.

Consent for the Release of Confidential Information for PROCEDURAL REFERRAL

I understand that my records are protected under federal and state regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this authorization at any time except to the extent that action has been taken in reliance on it. This authorization automatically expires: _____ or one year after date signed.

I, _____, authorize Alliance Work Partners or its affiliate TO OBTAIN INFORMATION FROM:	
Human Resources/Supervisor's/Safety Officer's Name: _____	
Agency/Company: _____	
IMPORTANT NOTE: For the protection of the client, please cross out any options not authorized by client.	
Purpose:	<input type="checkbox"/> Assessing client's needs for further referral recommendations <input type="checkbox"/> Monitoring of problem resolution <input type="checkbox"/> Other (must specify):
Content:	<input type="checkbox"/> Information regarding attendance at work <input type="checkbox"/> Information relevant to planning course of treatment <input type="checkbox"/> Information regarding progress <input type="checkbox"/> Other (must specify):
Signed: _____	Date: _____
Witness: _____	Date: _____
I, _____, authorize Alliance Work Partners or its affiliate TO RELEASE INFORMATION TO:	
Human Resources/Supervisor's/Safety Officer's Name: _____	
Agency/Company: _____	
IMPORTANT NOTE: For the protection of the client, please cross out any options not authorized by client.	
Purpose:	<input type="checkbox"/> Verification of attendance at EAP <input type="checkbox"/> Monitoring of problem resolution <input type="checkbox"/> Other (must specify):
Content:	<input type="checkbox"/> Dates /times of appointments and whether kept or not <input type="checkbox"/> Whether cooperating or not <input type="checkbox"/> Approximate time it may take to resolve the problem <input type="checkbox"/> Other (must specify):
Signed: _____	Date: _____
Witness: _____	Date: _____

TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.05 PAGE NO. 1 of 3
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: WORKERS' COMPENSATION	LAST REVISION DATE:

The Town of Prosper complies with the Texas Labor Code in the provision of workers' compensation insurance coverage for its employees. This program covers an injury or illness sustained in the course of employment that requires medical treatment, subject to applicable legal requirements and workers' compensation guidelines. Workers' compensation insurance coverage begins immediately upon employment with the Town.

I. General Rules

- A) When an employee is injured within the course and scope of his or her employment with the Town of Prosper, he or she may be eligible for Workers' Compensation payments pursuant to State law. Workers' Compensation pays for:
 - (1) Reasonably required and necessary medical treatment;
 - (2) A statutory amount of weekly benefits in lieu of salary for inability to work due to the injury or illness;
 - (3) Additional monetary benefits for permanent disability suffered as a result of the injury or illness; and
 - (4) Death benefits.

- B) Workers' Compensation entitlements are subject to being denied or discontinued if:
 - (1) The injury occurred while the employee was in a state of intoxication or under the influence of illegal drugs;
 - (2) The injury was caused by the employee's willful intention and attempt to injure him or herself or to unlawfully injure another person;
 - (3) The employee's horseplay was the producing cause of the injury;
 - (4) The injury arose out of an act of a third person intending to injure the employee because of personal reasons and not directed at the employee as an employee or because of the employment;
 - (5) The injury arose out of voluntary participation in an off-duty recreational, social, or athletic activity not constituting part of the employee's work-related duties, except where these activities are a reasonable expectancy of or are expressly or impliedly required within the scope of the employee's job duties.

- C) Employees who sustain work-related injuries or illnesses must inform their supervisor immediately, but in no circumstance, later than 24 hours and complete an Employee's Accident/Incident Report Form. Failure to report work-related injuries or illnesses in a timely manner may affect an employee's eligibility to receive workers' compensation benefits or may delay benefit payments.

- D) Supervisors must complete a Supervisor's Accident/Injury Report form and forward to the Human Resources Department within 24 hours.

- E) Right to Select a Doctor
 - (1) The injured employee is entitled to his or her initial choice of a doctor. An initial choice of a doctor made by the employer (i.e. Town Physician) or medical treatment provided to an

Title:	WORKERS' COMPENSATION	REFERENCE NO.	4.05
		PAGE NO.	2 of 3

injured employee in an emergency situation does not constitute the employee's choice for purposes of this section.

- (2) If an employee is dissatisfied with his or her choice of doctor, the employee may notify the Workers' Compensation Carrier and request authority to select an alternate doctor.
- F) The Human Resources Department will be responsible for the overall supervision and coordination of workers' compensation benefits.
- G) Employees receiving workers' compensation benefits shall not engage in any outside employment whatsoever without the written approval of the Department Director and filed in the Human Resources Department. Employees who violate this provision shall be subject to termination.
- H) Employees who are able to perform restricted or light duty assignments as determined by the treating physician will be required to do so if a suitable job activity is available. (See Light Duty Assignments Policy, Reference No. 4.07.)

II. Income Benefits and Employment Status

A) Temporary Income Benefits

Temporary Income Benefits will be paid weekly by the Town's Workers' Compensation carrier beginning on the eight (8th) day of lost time due to the work-related injury or illness and will continue while the employee is off of work as prescribed by State Law. Temporary Income Benefits are paid at the rate of approximately 70% of the injured employee's average weekly wage.

B) Other Income

- (1) In addition to the benefits prescribed by State Law as described above, the Town of Prosper will pay for the first seven (7) days of disability (the "waiting period" before WC benefits begin) for time missed from work due to the work-related injury or illness at the current employee's wage. If the employee is later retroactively paid by the Carrier for the waiting period, the employee shall forward this overpayment to the Town by delivering the payment to the Human Resources Department. The employee will have two (2) weeks from receipt of the check from the Carrier to repay the Town. A repayment payroll deduction schedule will be set up by the Human Resources Department in the event the employee fails to make the repayment.
 - (2) In an effort to make up the difference between workers' compensation payments (70% of the employee's average weekly wage) and the employee's base take home pay, excluding overtime, the Town will allow employees who must miss work because of work-related injury or illness to use benefit hours (accrued sick, vacation or compensatory time) to make up the other 30% of their pay. Employees will be required to complete a Workers' Compensation Election to Use Benefit Hours Agreement form provided by the Human Resources Department.
- C) Employees who do not elect to use benefit hours, or whose payroll check is less than their payroll deductions, are responsible for paying insurance premiums for their dependents and any other

Title: WORKERS' COMPENSATION	REFERENCE NO. 4.05 PAGE NO. 3 of 3
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payroll deductions by means other than their payroll. It is the employee's responsibility to make the appropriate arrangements.

- D) When an employee has returned to work but requires additional medical follow-up, such as therapy or office visits, that require less than a full day absence, the Town will pay for the hour(s) the employee is absent. These hours will be shown on the employee's timecard as "WC."
- E) Employees who are absent from work due to an on-the-job injury shall continue to accrue vacation and sick leave at regular rates, and maintain all other benefits allocated with their employment provided the absence is necessary and prescribed in writing by a physician.

TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.06 PAGE NO. 1 of 1
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: LIGHT DUTY ASSIGNMENTS	LAST REVISION DATE: 10-01-2011

The Town of Prosper may make light duty assignments available to ill or injured employees who are unable to perform their regular job duties. The decision to offer an employee a light duty assignment is made in the Town's sole discretion. A light duty assignment may be in the employee's own or another department in the Town. Factors considered by the Town in making its decision include, but are not limited to: the nature of the employee's illness or injury; the medical release provided in support of light duty; the risk that a light duty assignment may result in aggravation of the employee's injury or illness; the type of light duty work available; the length of the employee's employment with the Town; the employee's performance and disciplinary history; and whether the illness or injury occurred on or off duty. In making light duty assignments, the Town will normally give priority to employees whose injury or illness is work-related.

Employees who are released for and given a light duty assignment may not perform work duties in violation of their medical release. An employee who violates the terms of his/her medical release while on a light duty assignment may lose the light duty assignment and, in addition, may be disciplined up to and including termination of employment.

Light duty will not extend beyond sixty (60) calendar days from the date of injury without an evaluation by the employee's treating physician and a recommendation from the Department Director to the Town Manager. Only the Town Manager may approve an extension of a light duty assignment. Employees still unable to return to regular duty within sixty (60) calendar days from the date of injury must re-qualify for light duty through evaluation by their treating physician or revert to workers' compensation indemnity payment, accumulated sick leave, Family Medical Leave Act (FMLA), vacation or other accrued benefits, if available.

An employee who is released for and offered light duty by the Town, but who elects not to accept such an assignment, will normally be ineligible for paid sick leave benefits under the Town's Sick Leave policy and salary continuation benefits under workers' compensation, but may still be entitled to unpaid leave under the Town's FMLA policy.

During a light duty assignment, employees will typically work an 8-hour workday, Monday through Friday. This means that 24-hour shift employees, as well as other employees who work a non-traditional schedule, will usually be temporarily reassigned to an 8-hour workday, Monday through Friday, for the duration of their light duty assignment. For example, a shift employee who is regularly scheduled to work 2,912 hours per year and who annually earns \$50,000 will be temporarily transitioned to a 2,080 hour regular schedule. The hourly rate of the light duty assignment will be calculated by taking the \$50,000 annual earnings divided by 2,080 hours.

An employee's rate of pay during any light duty assignment shall be at the same rate of pay as received prior to the injury.

All light duty requests and assignments will be reviewed by and coordinated through the Town Manager or Designee. The Town Manager or Designee will work with the employee's department in making its decision whether light duty work will be offered. Before returning to regular job duties following a light duty assignment, the employee must coordinate his/her return through the Town Manager or Designee.

WORKCOMP BONA FIDE OFFER OF EMPLOYMENT

Town of Prosper Personnel Policies and Procedures Manual, Reference No. 4.06F-1

EXAMPLE

Date

Employee
Address

Re: Bona Fide Offer of Employment

Dear Employee:

The Town of Prosper is in receipt of a report dated _____ from the _____ relating to your current medical condition and your ability to work. A copy of that report is enclosed with this letter. The Town of Prosper has guidelines provided by the physician to identify an appropriate modified duty position for you. The Town of Prosper, _____ Department, hereby extends to you a bona fide offer of employment pursuant to TWCC Rule 129.6.

You will be expected to return to work on _____, at the _____ Department. Your work schedule will be as follows: **Monday through Friday, 8 a.m. to 5 p.m. daily.** Your wages will be as follows: **base pay will remain the same.**

This position will entail these specific physical and time requirements: **assisting in the front office with clerical work, assisting in the Garage with organizing the parts room and running shop errands.**

Please be assured that the Town of Prosper _____ Department will only assign you tasks consistent with your physical abilities, knowledge, and skills and will provide training if necessary.

If you accept this offer, please indicate by signing and dating your name below and returning this to the Human Resources Department. If not received back from you within seven (7) days of receipt, the Town of Prosper will assume you have rejected this offer.

NAME

DATE

Please contact the Human Resources Department with any questions you might have.

Sincerely,

Department Director
Department
Address

Enclosure: Medical report of Dr. _____ dated _____
cc: WC File

9/23/2008 12:54:47 PM



**WORKERS' COMPENSATION
ELECTION TO USE BENEFIT HOURS AGREEMENT**

Town of Prosper Personnel Policies and Procedures Manual, Reference No. 4.06F-2

Name of employee: _____

Department: _____ Date of Injury: _____

This form must be completed by the injured employee who has or will have lost work time in excess of 7 days due to a work-related injury or illness.

An employee who is losing time from work due to a work-related injury or illness and is receiving temporary income benefits from the Town's Workers' Compensation Carrier ("Carrier") may elect to use accumulated benefit hours to supplement those temporary income benefits paid by the Carrier.

When the injury or illness has occurred, the employee will be paid for the first 7 days of disability (WC "waiting period") by the Town without reducing the employee's accumulated benefit hours. Following the 7-day waiting period, the Town's Carrier will pay the employee temporary income benefits for additional lost time from work due to the work-related injury or illness. Temporary income benefits are calculated using a formula prescribed by law and are generally equal to 70% of the employee's average weekly wage. The City offers the employee the opportunity to use his or her accrued benefit hours to make up the difference in the amount paid by the Carrier and the employee's base pay by using benefit hours to equal the other 30% so that the employee will not suffer loss of income due to the work-related injury or illness.

Please choose the compensation option that you desire by placing an "X" next to the appropriate option:

- _____ 1) Temporary Income Benefits paid by Town's Workers' Compensation Carrier only.
- _____ 2) Combination of Temporary Income Benefits and use of accumulated benefit hours (available sick leave, vacation and/or compensatory time) estimated by the following formula:

Employees regular base pay per pay period	\$ _____	_____ hrs
Workers' compensation amounts received		
Estimate of 70% of base pay	\$ _____	_____ hrs
Difference paid by Town*		
Estimate of 30% of base pay	\$ _____	_____ hrs

*Amount of hours paid by the Town will be charged against the accumulated sick, vacation and compensatory time.

I have read the above options and have agreed to the terms stated herein.

Employee signature

Date

TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL	REFERENCE NO. 4.07 PAGE NO. 1 of 1
Chapter 4: EMPLOYEE BENEFITS	INITIAL EFFECTIVE DATE: 10-01-2008
Title: REQUESTS FOR ACCOMMODATION	LAST REVISION DATE:

I. Disability

The Town of Prosper will provide reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability if such reasonable accommodation will enable the individual to perform the essential functions of the position at issue. The Town's obligation under this policy is limited to providing reasonable accommodations that will not result in undue hardship to the Town. All requests for accommodation must be in writing and directed to the Town Manager or Designee.

Employees who have a complaint involving potential violations of the Americans with Disabilities Act, including, but not limited to, harassment, discrimination, or failure to provide reasonable accommodation, must immediately report such complaint as outlined in the Town's Sexual and Other Unlawful Harassment Policy, Reference No. 7.09.

II. Religion

The Town will provide reasonable accommodation to the sincerely held religious beliefs of its employees provided it does not impose an undue hardship on the Town. All requests for accommodation must be in writing and directed to the Town Manager or Designee.