

Personnel Committee Meeting

November 3, 2025 Hudson Town Hall, 9:30 am

Members Present: Committee Chairman, Rick Shew, Larry Chapman and Mayor Janet Winkler

Members Absent: Barry Mitchell

Others Present: Town Manager, Jonathan Greer, Assist. Town Manager/Finance Officer, Shana Guy, and Town Clerk, Tammy Swanson

Call to Order:

Rick Shew called the Personnel Committee meeting to order.

Policy Updates:

Shana reviewed the proposed policy updates.

- **Tuition Assistance Policy**

Shana stated that currently, our tuition policy allows for a reimbursement of up to \$500, and the updated policy would increase that reimbursement amount to \$1,500. Also added to the policy would be the following Repayment Conditions: *(excerpt from policy)*

If an employee voluntarily resigns or is terminated **within twenty-four (24) months** of receiving any tuition reimbursement, the employee must repay the reimbursed amount to the Town on a pro-rated basis. 25% credit will be given for each 6-month period of service completed. This requirement may be waived at the discretion of the Town Manager under exceptional circumstances.

Shana stated that repayment conditions have become pretty much a standard policy with tuition policies.

Rick asked if there had been very much interest shown among the employees for tuition assistance.

Shana stated that we have one officer that has taken advantage of the policy, and she believes most of the interest would come from the Police Department since some of their ranks depend on education.

Rick mentioned that there are also other options for financial assistance, depending on the educational facility and the programs being studied. He suggested that all employees be made aware of this policy, and encouraged to take advantage of it.

Motion: (Larry Chapman/Rick Shew) to approve the updates to the Tuition Assistance Policy as presented. Unanimously approved.

(This motion will be presented to the Board of Commissioners for final approval.)

Tuition Assistance Policy

Purpose

The Town recognizes that the development of employee skills and knowledge is essential to providing quality public service and to fostering career growth within the organization. The Tuition Assistance Program is designed to encourage and support employees in pursuing educational opportunities that will enhance their job performance and prepare them for advancement within Town service.

Eligibility

- All full-time employees who have successfully completed their initial probationary period are eligible to apply.
- Employees must be in good standing (no active disciplinary actions) at the time of application and reimbursement.
- Courses must be taken on the employee's own time and must not interfere with normal work schedules unless prior arrangements are approved by the Department Head and Town Manager.

Covered Expenses

Reimbursable expenses may include:

- Tuition and registration fees
- Laboratory and course-related fees
- Mandatory student fees directly tied to course enrollment
- Required textbooks and materials

Non-reimbursable costs include travel, parking, meals, optional supplies, or any non-mandatory fees.

****Reimbursements are only made for costs incurred by the student after any applicable grants, scholarships, or other financial aid.***

Annual Reimbursement Limit

- Employees may be reimbursed **up to \$1,500** per fiscal year for eligible expenses.
- Reimbursements will be made subject to budgetary constraints and availability of funds.

Course and Institution Requirements

- Courses must be offered by an accredited educational institution or recognized professional training organization.
- Coursework must be job-related — meaning it either:
 1. Improves or updates skills directly related to the employee's current position, or

2. Prepares the employee for potential promotional opportunities within the Town.

Approval Process

1. Application Submission

- Employees must submit a **Tuition Assistance Request Form** to their Department Head prior to course registration.
- The request should include:
 - Course title and description
 - Institution name
 - Statement of job relevance or professional benefit
 - Estimated costs

2. Review and Approval

- The Department Head will review the request for job relevance and potential benefit to the Town.
- The Department Head's recommendation will be forwarded to the Town Manager for final approval.
- Approval is contingent on available funding and alignment with Town priorities. Copies of all approved forms shall be forwarded to the employee, department head, and finance.

Reimbursement Procedure

1. Upon **successful completion** of the course (grade of "C" or higher for undergraduate, "B" or higher for graduate, or equivalent "Pass"), the employee must submit to department head:
 - **Reimbursement Form**
 - Proof of completion (official transcript or grade report)
 - Original receipts for all eligible expenses
 - Signed **Repayment Agreement**
2. Department head will forward all forms to Finance to obtain Town Manager's signature and process through the Town's Accounts Payable system and to be included in the next regular payment cycle.
3. If the employee does not successfully complete the course or withdraws, reimbursement will not be made.

Direct Billing Option *(To be confirmed)*

To further remove the barrier of upfront costs to access education, the Town, in partnership with Caldwell Community College, may pay the college directly for Tuition, fees, and books up to the annual limit. An employee who chooses to take coursework at the Community College will still be required to follow the same procedure and guidelines as set forth in the policy.

Repayment Conditions

If an employee voluntarily resigns or is terminated **within twenty-four (24) months** of receiving any tuition reimbursement, the employee must repay the reimbursed amount to the Town on a pro-rated

basis. 25% credit will be given for each 6-month period of service completed. This requirement may be waived at the discretion of the Town Manager under exceptional circumstances.

Program Administration

- The Finance Office shall maintain program records and track annual utilization and expenditures.
- Program records shall be maintained in each participating employee's HR file.
- This program shall be amended, suspended, or terminated at any time, subject to budgetary considerations or changes in policy priorities.
-

**Town of Hudson
Tuition Assistance Request Form**

Employee Information:

Name: _____ **Department:** _____

Job Title: _____ **Date:** _____

Course Information:

Course

Title(s): _____

Institution Name: _____

State Date: _____

Credit Hours: _____ **Degree/Certificate Program:** _____

Course(s) Description: _____

Explain how this course relates to your current position or prepares you for advancement within Town service:

Estimated Costs (attach documentation if available): \$ _____

Request Form Page 1

Employee Acknowledgment:

I hereby request approval for tuition assistance as outlined above. I understand that reimbursement is contingent upon:

1. Prior approval by my Department Head and the Town Manager;
2. Satisfactory completion of the approved course;
3. Submission of official proof of completion and original receipts within 30 days of course completion; and
4. Compliance with the Town's Tuition Assistance Policy.

I further understand that if I voluntarily separate from Town employment within twenty-four (24) months of receiving reimbursement, I will be required to repay the reimbursed amount on a prorated basis, unless waived by the Town Manager.

Employee Signature: _____ **Date:** _____

Department Head Review:

☐ Approved ☐ Denied

Comments: _____

Signature: _____ **Date:** _____

Town Manager Review:

☐ Approved ☐ Denied

Comments: _____

Signature: _____ **Date:** _____

Original- HR/Finance
Copy - Employee
Copy - Department
Head

**Town of Hudson
Tuition Assistance Reimbursement Form**

Employee Information:

Name: _____ **Department:** _____

Job Title: _____ **Date:** _____

Course Information:

**Course
Title(s):** _____

Institution Name: _____

End Date: _____

Course Grade: _____

Reimbursable Costs:

Tuition and Registration Fees \$ _____

Lab/Course Fees \$ _____

Mandatory Student Fees \$ _____

Textbooks/Materials \$ _____

Total Requested: \$ _____

Employee Signature: _____ **Date:** _____

Department Head Signature: _____ **Date:** _____

This instrument has been preaudited in the manner required by the
Local Government Budget and Fiscal Control Act

Finance Officer

Finance/HR Use:

Proof of Course Completion ☐

Receipts ☐

Signed Agreement ☐

Total Reimbursed YTD: \$

Total this Request: \$

Date Processed: / /

Town of Hudson
Tuition Assistance Repayment Agreement

Employee Name: _____ **Department:** _____

This agreement is made between the Town of Hudson ("the Town") and the above-named employee ("the Employee") in connection with the Town's Tuition Assistance Program.

1. Acknowledgment of Reimbursement

The Employee has received tuition reimbursement from the Town in the amount of \$_____ on _____[date] for coursework completed at _____ [institution name].

2. Repayment Obligation

The Employee agrees that if they voluntarily resign or are terminated for cause within **twenty-four (24) months** of the reimbursement date, they shall **repay the reimbursed amount on a pro-rated basis** to the Town, whereas 25% of the reimbursed amount shall be credited for each 6-month period served.

The Town may, at its discretion, deduct any unpaid amount from the Employee's final paycheck, to the extent permitted by law. If the final paycheck does not fully satisfy the repayment, the Employee agrees to remit the remaining balance within 30 days of separation.

3. Exceptions

This repayment requirement may be waived at the discretion of the Town Manager in cases of layoff, involuntary separation not for cause, medical incapacity, or other exceptional circumstances.

4. Payment Terms (if applicable)

If repayment is required, the Employee agrees to the following schedule:

- ☐ Lump-sum repayment within 30 days of separation
- ☐ Installment payments of \$_____ per month, beginning within 30 days after separation until the total amount is repaid in full.

(Payment schedule subject to approval by the Town Manager.)

5. Acknowledgment

By signing below, the Employee acknowledges and agrees to the terms outlined in this agreement and affirms that they have read and understood the Town's Tuition Assistance Policy.

Employee Signature: _____ **Date:** _____

Town Manager Signature: _____

- **Paid Parental Leave Policy**

Shana presented the proposed updates to the Paid Parental Leave Policy, and commented that this policy also has a “repay-type” clause: *(excerpt from policy)*

Service Commitment Requirement

An employee who utilizes Paid Parental Leave must agree to remain employed with the Town for a minimum of two (2) years following the employee’s return to work after the leave period. If the employee voluntarily resigns or is terminated for cause before completing the two-year service period, the employee will be required to repay the gross amount of paid parental leave received on a pro-rated basis with 25% of the gross amount being credited for each 6-month period of service completed.

Repayment Terms

1. **Amount Due**

The amount to be repaid shall equal the total gross wages paid by the Town during the Paid Parental Leave period (before deductions or withholdings).

2. **Timing of Repayment**

- The full amount shall be repaid to the Town within 30 days of the employee’s separation date.
- The Town may, as permitted by law, deduct unpaid amounts from the employee’s final paycheck or any other payments owed at separation.

3. **Installment Option**

The Town Manager may, at their discretion, approve a repayment plan allowing installment payments on a mutually agreed schedule not to exceed six (6) months.

4. **Waiver of Repayment**

The repayment requirement may be waived by the Town Manager in cases of:

- Layoff or position elimination;
- Involuntary separation not for cause;
- Medical incapacity preventing continued employment; or
- Other exceptional circumstances as determined by the Town Manager.

Acknowledgment

Prior to commencing Paid Parental Leave, the employee shall be required to sign a Paid Parental Leave Repayment Agreement acknowledging understanding of and consent to these terms.

Shana commented that if an employee has personal time built up, they could certainly use their personal time without using this policy.

Motion: (Larry Chapman/Rick Shew) to approve the updates to the Paid Parental Leave Policy as presented. Unanimously approved.

(This motion will be presented to the Board of Commissioners for final approval.)

Section 20. Parental Leave

The Town of Hudson encourages employees to take time away from work to bond and care for a newborn, newly adopted child, or newly placed child for foster care. A regular full-time employee who has successfully completed their probation period may request up to six (6) weeks of paid parental leave. Paid parental leave must be used within 12 months of the date of the qualifying event and used in one continuous, uninterrupted period of leave. In return for this benefit, the Town requires a reasonable period of continued employment to ensure that the investment in its workforce supports long-term service continuity.

Qualifying events include:

- Birth of a biological child
- Adoption or placement of child under the age of 17 (Adoption of spouse's child is excluded)

Each week of paid parental leave will be compensated at 100% of the employee's regular, straight-time pay and paid bi-weekly on the normal payroll schedule. The amount of paid parental leave may not exceed six (6) weeks in a rolling 12-month period. After paid parental leave has been exhausted, the employee shall use other accrued personal leave before requesting leave without pay for up to an additional six (6) weeks not to exceed 12 weeks of leave total.

In the event of a female employee who herself has given birth and qualifies for short-term disability, paid parental leave will pay 100% of employee's salary during the initial seven (7) day waiting period. Short-term disability pays 60% of employee's wages during eligible periods. The Town will cover the remaining 40% of salary during the covered periods of disability. At the conclusion of any short-term disability leave, the employee shall use accrued personal leave before requesting leave without pay to take up to an additional six (6) weeks of leave not to exceed 12 weeks of leave total.

Service Commitment Requirement

An employee who utilizes Paid Parental Leave must agree to remain employed with the Town for a minimum of two (2) years following the employee's return to work after the leave period. If the employee voluntarily resigns or is terminated for cause before completing the two-year service period, the employee will be required to repay the gross amount of paid parental leave received on a pro-rated basis with 25% of the gross amount being credited for each 6-month period of service completed.

Repayment Terms

5. Amount Due

The amount to be repaid shall equal the total gross wages paid by the Town during the Paid Parental Leave period (before deductions or withholdings).

6. Timing of Repayment

- The full amount shall be repaid to the Town within 30 days of the employee's separation date.
- The Town may, as permitted by law, deduct unpaid amounts from the employee's final paycheck or any other payments owed at separation.

7. Installment Option

The Town Manager may, at their discretion, approve a repayment plan allowing installment payments on a mutually agreed schedule not to exceed six (6) months.

8. Waiver of Repayment

The repayment requirement may be waived by the Town Manager in cases of:

- Layoff or position elimination;
- Involuntary separation not for cause;
- Medical incapacity preventing continued employment; or
- Other exceptional circumstances as determined by the Town Manager.

Acknowledgment

Prior to commencing Paid Parental Leave, the employee shall be required to sign a Paid Parental Leave Repayment Agreement acknowledging understanding of and consent to these terms.

Town of Hudson

Paid Parental Leave Repayment Agreement

Employee Name: _____

Department: _____

Position Title: _____

Date of Hire: _____

1. Purpose

The Town of Hudson ("the Town") provides up to **six (6) weeks of Paid Parental Leave** to eligible employees for the birth, adoption, or foster placement of a child. This Paid Parental Leave is a benefit offered to support employees and their families during this important time.

In exchange for this paid benefit, the employee agrees to a period of continued service to the Town following their return to work.

2. Service Commitment

By accepting Paid Parental Leave, the employee agrees to remain employed with the Town for a minimum of **two (2) years** following the date of their return to active work after the paid leave period. If the employee **voluntarily resigns** or is **terminated for cause** before completing this two-year service period, the employee agrees to **repay the total gross amount** of Paid Parental Leave received on a prorated basis where as 25% of the total shall be credited with each 6-month period of completed service.

3. Repayment Terms

1. The amount due shall equal the **gross wages** paid to the employee for the Paid Parental Leave period, before deductions or withholdings, on a prorated basis where as 25% of the total shall be credited with each 6-month period of completed service.
2. Repayment shall be made to the Town within **thirty (30) days** of separation from employment.
3. The Town may, to the extent permitted by law, deduct any unpaid portion of the repayment from the employee's final paycheck.

4. If repayment is not satisfied by final paycheck, the employee shall remit the balance due to the Town via check or approved payment method within the stated timeframe.
5. The Town Manager may, at their discretion, approve an **installment repayment plan** not to exceed six (6) months.

4. Waiver of Repayment

Repayment obligations may be **waived** by the Town Manager under the following circumstances:

- Involuntary separation not for cause;
- Layoff or position elimination;
- Medical incapacity or disability preventing continued employment; or
- Other exceptional circumstances as determined by the Town Manager.

5. Tax Implications

The employee acknowledges that all Paid Parental Leave benefits are taxable wages.

If repayment occurs in a different calendar year than the original payment, the employee understands that the Town cannot adjust prior-year W-2 forms, and that repayment may instead be eligible for a tax deduction or credit under **IRS Publication 525** and **IRC §1341**.

6. Acknowledgment

By signing this agreement, the employee acknowledges that they:

- Have read and understand the **Paid Parental Leave Policy** and this repayment obligation;
- Voluntarily agree to the terms of continued service and repayment;
- Authorize the Town to withhold, to the extent permitted by law, any unpaid repayment amounts from their final paycheck in the event of early separation; and
- Understand that failure to repay may result in collection action by the Town.

Employee Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

Town Manager Signature: _____ Date: _____

For HR/Payroll Use Only

Date Leave Taken Amount of Paid Leave Return-to-Work Date Two-Year Commitment End Date

_____ \$ _____

Vacation Leave Accruals:

Shana reviewed proposed updated to the Town's Vacation Leave Accrual Rates. She commented that currently, the Town's rates are low, and the proposed updates would bring us to around average, slightly below the state rates.

Shana presented vacation accrual rates from neighboring towns, and towns around the state.

Days per Year														
Years of Service	Hudson	GF	Lenoir	Sawmills	Nashville	Salisbury	Car Beach	Cald Co	NC	Average	Low	High	Median	
0 to 3	10		10	10	14	10	12	12	15	14	12	10	15	12
4 to 5	10		12	12	14	12	12	12	18	14	13	10	18	12
6 to 10	12		15	15	17	15	15	15	21	17	16	12	21	15
11 to 15	15		18	15	20	18	15	18	24	20	18	15	24	18
16 to 20	18		18	20	23	20	18	21	27	23	21	18	27	20.5
21 to 25	20		20	20	26	21	21	24	30	26	23	20	30	22
26 to 30	20		20	20	26	21	21	24	30	26	23	20	30	22
30+	20		20	20	26	21	21	24	33	26	23	20	33	22

Section 7. Vacation Leave: Accrual Rate

Each full-time general employee of the Town will accrue vacation on the following schedule. Employees who work other than 40 hours per week will earn vacation at a pro-rated amount. Sworn law enforcement officers who work an average workweek of 42 hours (168 hours in a 28 day cycle) will earn a prorated amount based on the average number of hours in the work week. (See Section 16 of this Article for more information.)

Current:

Years of Service	Days Accrued Per Year
0 - 4 years	10
5 - 9 years	12
10 - 14 years	15
15 - 19 years	18
20 + years	20

Suggested:

Years of Service	Days Accrued Per Year
0 - 4 years	12
5 - 9 years	15
10 - 14 years	18
15 - 19 years	21
20 + years	23

Rick suggested that the 0-4 Years of Services be increased to 13 days accrued per year, subject to change after a one-year trial. He suggested that the other updates remain as presented.

Motion: (Larry Chapman/Rick Shew) to increase the Vacation Days Accrued Per Year for 0-4 Years of Service to 13 days per year, with the other updates for days accrued remaining as recommended, with a review after one year. Unanimously approved.
(This motion will be presented to the Board of Commissioners for final approval.)

Suggested:

Years of Service	Days Accrued Per Year
0 - 4 years	12 (13)
5 - 9 years	15
10 – 14 years	18
15 – 19 years	21
20 + years	23

Discussion – New Session Laws

Shana briefly reviewed new session laws that have become effective in 2025.

-30-Year Fixed Benefit Option for LEOSSA – Session Law 2025-8 Updates: (Effective 7/1/2025)

Updates pertaining to the Law Enforcement Separation Allowance S.L. 2025-8 allows for an alternative benefit calculation. Under the 30-year fixed benefit option, instead of using the officer's final salary, and total years of service, the new formula fixes both variables: the benefit is based on exactly 30 years of service, regardless of how many years the officer ultimately works.

Shana commented that we currently pay out Law Enforcement Separation Allowance to a couple of our retired officers.

-SBI Background Checks – Session Law 2025 Updates – (Excerpts from Coates' Cannon NC Local Government Law) A new state law enacted this summer that became effective 10/1/2025, requiring all counties and cities in North Carolina to subject all applicants for positions that require working with children in any capacity to criminal history record checks conducted by the North Carolina State Bureau of Investigation. The existing provisions pertaining to background checks will remain in effect. The change is that local governing boards must require applicants for positions that will involve working with children to undergo a criminal history records check, regardless of whether the local governing board has such a requirement for other categories of applicants.

The word “children” is not defined in the statutes, but it would seem reasonable to assume it aligns with the definition of “juvenile” in North Carolina’s Juvenile Code, which includes any person who is not yet 18 years old, and is not married, emancipated, or a member of the Armed Forces.

For the Criminal History Records Check, a city or county is required to provide the SBI:

- The fingerprints of the applicant;
- A form signed by the applicant consenting to the criminal records check and use of fingerprints and other identifying information required by the State and National Repositories of Criminal Histories;
- and any additional information required by the SBI.

These new provisions do not apply retroactively – they only apply to offers of employment made on or after October 1, 2025. Also, the new statutory provision only applies to “applicants for employment.” The provision does not apply to unpaid volunteers.

Cities and counties will have to determine which applicants are covered by considering the expected job duties of each specific position, and whether these job duties require working with children in any way.

Adjournment:

Motion: (Larry Chapman/Rick Shew) to adjourn the meeting. Unanimously approved.

Tamra T. Swanson, Town Clerk