BOARD OF ALDERMEN

PUBLIC HEARING ON
ORDINANCES & WATER MAIN
EXTENSIONS MEETING

TUESDAY, JANUARY 23, 2018
AT 7:00 PM IN THE AUDITORIUM
AT SHELTON CITY HALL
54 HILL STREET, SHELTON, CT

AGENDA

✧ CALL OF THE MEETING
✧ PLEDGE OF ALLEGIANCE

✧ ITEM:

1. AMENDMENT TO CODE OF ORDINANCE CHAPTER 2 ARTICLE VI
   PERSONNEL RULES AND MERIT SYSTEM (ORD. #896)
2. LONGMEADOW ROAD (#79-#113) WATER MAIN EXTENSION REQUEST

ADJOURNMENT
AMENDMENT TO ORDINANCES #896 and 774
Merit System and Personnel Rules

AMENDMENT TO CODE OF ORDINANCE CHAPTER 2 ARTICLE VI PERSONNEL RULES
AND MERIT SYSTEM SECTION 2-316 (ORD. #896 and 774)

Adopted by the Board of Aldermen: XXXXXXX XX, 20XX

Approved by the Mayor:

Date Mayor's Signature

Attested to:

City/Town Clerk
ORDINANCE #896
Merit System and Personnel Rules

AMENDMENT TO CODE OF ORDINANCE CHAPTER 2 ARTICLE VI PERSONNEL RULES
AND MERIT SYSTEM SECTION 2-316 (ORD. #771)

PURPOSE OF RULES: It shall be the purpose of these rules to give effect to the intent and requirements of Chapter 8 of the Charter of the City of Shelton. It shall further be the purpose of said rules to provide the means for selecting and/or promoting employees in the classified service solely on the basis of proven ability to perform the duties required as set forth by the specific job description.

It is hereby the declared personnel policy of the City of Shelton that employment by the City of Shelton shall be based solely on merit and qualifications, and shall not be influenced by personal and political considerations. Appointment, promotions and other actions requiring the application of the merit system shall be based on uniform tests and evaluations.

APPLICATION OF RULES: These rules shall be applicable to all full-time employees of the City of Shelton who are members of the classified service as provided by Section 8.1 and Section 8.2 of the Charter and any other full and part time employees.

Where there is a conflict between these rules and any properly adopted collective bargaining agreement on matters appropriate to collective bargaining as set forth in Sections–7-467 to 7-477 of the Connecticut General Statutes, the terms of such agreement will prevail pursuant to Section 7-474 (f).

RULES OF CONSTRUCTION: Where required the masculine gender shall include the feminine and the singular number the plural number.

ARTICLE I – DEFINITIONS

The terms of the personnel rules and merit system shall be defined as follows:

1.00 Administrative Assistant: The Administrative Assistant is the person appointed pursuant to Section 6.1 et seq. of the Charter. When the Administrative Assistant is referred to in the merit system, it shall mean the Administrative Assistant or designee, unless otherwise indicated.

1.01 Appointing Authority: The Mayor shall be the appointing authority for all positions unless such authority is delegated by the Mayor, in writing, to a department head or the Administrative Assistant or designee, except as otherwise provided by Charter.
1.02 Certification: The act by which the Administrative Assistant supplies a certified list of eligible candidates to the appointing authority for appointment to a vacant position. Eligible candidates are those persons who have successfully met all requirements, including all phases of examination procedure, for appointment to the position.

1.03 City: The City of Shelton.

1.04 Classified Services: All employees of the City of Shelton not excepted by the Charter.

1.05 Days: Days shall mean those days on which City Hall is open for business.

1.06 Demotion: The transfer of an employee to a position of lower pay and/or responsibility.

1.07 Dismissal: The complete separation of an employee from employment with the City.

1.08 Employee: A person in the employ of the City who is paid a salary or hourly wage and who is not a contract employee with the City.

1.08.1 Exempt Employee: An employee of the City who is exempt from the Federal and State of Connecticut Wage and Hour Laws.

1.08.2 Non-Exempt Employee: An employee of the City who is subject to the Federal and State of Connecticut Wage and Hour Laws.

1.08.3 Full Time Employee: One whose job description requires that work be performed at least thirty-five (35) hours per week.

1.08.4 Part-Time Employee: One whose job description requires that work be performed less than thirty-five (35) hours per week.

1.08.5 Probationary Employee: An employee who has been appointed to a position within the classified service and who is serving a probationary period.

1.08.6 Provisional Employee: An employee who has a provisional appointment to a position within the classified service.

1.08.7 Regular Employee: An employee who has been appointed to a position within the classified service who has successfully completed the established probationary period.

1.08.8 Temporary Employee: An individual who substitutes for a regular employee for the duration of an authorized leave of absence.

1.09 Full time Position: A full time position is ordinarily a twelve (12) month position, but in the case of an employee of the board of education may be ten (10) months or more.
1.10 **Open Competitive Examination**: A test or series of tests for a specific position open to all qualified persons, as set forth in this ordinance.

1.11 **Probationary Period**: The initial employment period which, unless otherwise specified in the job description is six (6) months; or a later employment period, specified in writing to the employee, during which a regular employee must demonstrate job performance in accordance with department standards.

1.12 **Promotion**: The advancement of an employee, through the testing procedure established in the merit system, from one position to another position provided that the new position is in a higher salary classification.

1.13 **Promotional Examination**: An examination that is limited to individuals who are presently employed by the City of Shelton who have applied for and meet the requirements of the position to be tested.

1.14 **Provisional Appointment**: An appointment without an examination by the appointing authority to a vacant position within the classified service for a period not to exceed six (6) months when the appointing authority has determined that the position needs to be filled to perform duties required for the operation of the government. The provisional appointment may be extended by the appointing authority provided the recruitment process has been initiated.

1.15 **Suspension**: A temporary separation with or without pay of an employee for disciplinary reasons for a period of time as specified in writing to the employee.

1.16 **Transfer**: A change of an employee from one position to another within the classified service involving the performance of similar duties and requiring substantially the same qualifications.

1.17 **Work Week**: The standard work week for all employees within the classified service shall consist of thirty-five (35) hours per week, except otherwise provided.

**ARTICLE II – ADMINISTRATION**

2.0 The Administrative Assistant shall administer the merit system of the City of Shelton.

2.1 The Administrative Assistant shall attend all meetings of the Public Employees Appeal Board, hereinafter referred to as the PEAB.

2.2 The Administrative Assistant shall, from time to time, prepare and recommend revisions and/or amendments to these rules.
ARTICLE III – ISSUE/COMPLAINT RESOLUTION

3.0 **Application:** The following procedure applies only to regular full time non-bargaining unit employees in the classified service who have completed the probationary period. Prior to filing a grievance with the PEAB pursuant to section 5.3.3 of the Charter, said employees must process the grievance through the steps of this grievance procedure.

3.1 **Step 1.** If an employee of the classified service shall feel aggrieved involving his employment or the application of the merit system, he shall report the matter to his immediate superior within five (5) days of the date on which the event giving rise to the grievance occurred.

3.2 **Step 2.** If such immediate superior cannot or will not adjust the matter to the satisfaction of the employee within five (5) days, the grievance may be submitted in writing, within ten (10) days of the date on which the event giving rise to the grievance occurred, and signed by the employee, and a copy shall be sent to the Administrative Assistant.

3.3 **Step 3.** If the department head does not reply in writing to the employee within five (5) days of receipt of the written grievance, or if the employee is not satisfied with the decision of the department head, the employee may then appeal, in writing, to the Administrative Assistant, within ten (10) days of the date on which the written grievance was submitted to the department head.

3.4 **Step 4.** If the Administrative Assistant does not reply in writing to the employee within five (5) days of receipt of the written appeal, or if the employee is not satisfied with the decision of the Administrative Assistant, the employee may then appeal, in writing, to the PEAB, with a copy to the Mayor, within ten (10) days of the date on which the written appeal was submitted to the Administrative Assistant. The PEAB shall hear such appeal within ten (10) days of the filing of the appeal. The PEAB shall submit its decision in writing to the Mayor.

3.4.1 The decision of the PEAB shall be final unless the mayor submits, within ten (10) days upon receipt of the PEAB’s decision, a written decision that differs from that of the PEAB, in which event the decision of the Mayor shall be final unless within ten (10) days the PEAB reaffirms its original decision, in writing, after the affirmative vote of at least four (4) members.

3.5 **Time Limits.** Any time limits within this grievance procedure may be extended by mutual agreement, in writing, signed by the employee and the City’s representative at the then applicable step of the grievance procedure.
3.6 **Abandonment of Grievance.** If a grievance is not timely submitted to a higher step of the grievance procedure, it shall be deemed settled on the basis of the City's response in the last step considered.

3.7 **Waiver of Steps.** In the event the aggrieved employee is directly supervised by the Administrative Assistant or the Mayor, any written grievance shall be initiated at Step 3 of the procedure within ten (10) days of the date on which the event giving rise to the grievance occurred.

3.8 **Initiation of Grievance Contesting Disciplinary Action, Dismissal.** An employee who is dismissed may initiate a grievance at Step 4 of the procedure by filing the grievance in writing with the Mayor and the PEAB within ten (10) days of the effective date of the dismissal. An employee who feels aggrieved concerning other disciplinary action may initiate a grievance at Step 3 of procedure by filing the grievance with the Administrative Assistant within ten (10) days of the date on which the employee was notified of the disciplinary action.

**ARTICLE IV – CLASSIFICATION**

4.0 **Existing Positions.** The existing job classification plan and related ordinances shall remain in effect until repealed or amended by the Board of Aldermen pursuant to the Charter.

4.1 **New and/or Revised Positions.** When a new position is created and/or when an existing position is substantially changed with respect to the qualifications required and/or the duties and responsibilities to be performed, a job description shall be developed or revised and a job grade shall be assigned under the direction of the Administrative Assistant. The job description shall be based upon a completed Job Analysis Questionnaire. The job grade shall be assigned using the procedures and job evaluation points of the Job Evaluation Manual. The Administrative Assistant shall recommend the job description and grade to the Mayor for his approval. The job grade shall be submitted to the Board of Aldermen for approval.
ARTICLE V – COMPENSATION

5.0 Pay Plan: Except as modified herein, the existing pay plan shall remain in effect until repealed or amended by the Board of Aldermen pursuant to the Charter. In accordance with this Article, the Administrative Assistant shall recommend to the Mayor such revisions as are deemed necessary for submission to the Board of Aldermen. 5.1 Merit Increases: Salary increases for individual employees within an established class shall be primarily based on meritorious service and shall not be granted automatically based upon length of service. The department head may make recommendations to the Administrative Assistant and the Mayor regarding appropriate salary increases for employees based on performance the preceding year.

5.1 Salary Schedule: For non-union positions, the annual salary schedule shall be developed under the direction of the Administrative Assistant. The adjustment shall be based upon a survey of similar municipalities to determine salary adjustments planned and a review of cost of living changes and other relevant data as well as the City’s ability to pay. The adjustment shall be applied uniformly to the entire schedule. The Administrative Assistant shall recommend the annual salary schedule to the Mayor for his approval and for submission to the Board of Aldermen for adoption, as part of the budget process.

5.2 New Hires: Newly hired employees shall be paid a salary within the salary range for their job grade which is appropriate for their qualifications, background and experience. Salaries for new hires shall be recommended by the Administrative Assistant or designee after discussion with the department head and approved by the Mayor of designee.

5.3 Promotions: Promoted employees shall be paid a salary within the salary range for their new job grade which is appropriate for their qualifications, background, and experience, provided that they receive a promotional increase of no less than five percent (5%). Salaries for promoted employees shall be recommended by the Administrative Assistant or designee after discussion with the department head and approved by the Mayor or designee.

5.4 Demotions: Demoted employees shall be paid a salary within the salary range for their new job grade. Salaries for demoted employees shall be recommended by the Administrative Assistant or designee after discussion with the department head and approved by the Mayor or designee.

5.5 Annual Salary Increases for Individual Employees: Each fiscal year, the Board of Aldermen, upon the recommendation of the Mayor, shall establish a budget for annual
salary increases for non-union employees. The Mayor shall award salary increases within the approved budget and within the applicable salary ranges. Said increases shall be given uniformly across-the-board unless all full-time non-union employees have received written performance evaluations during the preceding twelve month period, in which case, salary increases may be awarded by the Mayor on the basis of merit and with the recommendation of the department head. Any employee whose performance has been evaluated as less than satisfactory shall not receive an annual salary increase. No merit increase shall exceed the average salary increase budgeted for all full-time non-union employees by more than three percent (3%).

5.5.1 **Salary Adjustments**: A salary adjustment is an increase or decrease in an employee’s salary made necessary by changes in the duties and responsibilities of an employee’s position or by marketplace changes which render an employee’s compensation non-competitive. A salary adjustment is separate and apart from the annual salary increase. When a salary adjustment is warranted, the Mayor shall recommend such adjustment to the Board of Aldermen as part of the budget process. No salary adjustment may be made without the approval of the Board of Aldermen.

5.6 **Overtime**: Any overtime worked by non-exempt employees of the City of Shelton must be approved by the department head and the Administrative Assistant or his designee at least three (3) hours prior to such time being worked. The department head shall indicate to the Administrative Assistant the reason for such overtime and the approximate amount of overtime required. The Administrative Assistant shall be notified if it is impossible to comply with the above.

5.6.1 Overtime worked by non-exempt employees shall be compensated as follows: Hours worked up to forty (40) hours per week shall be compensated at straight time. Hours worked over forty (40) hours per week shall be compensated at one and one-half (1 ½) times the employee’s regular base hourly rate of pay.

5.6.2 In lieu of overtime pay, compensatory time off may be granted upon agreement with the employee. Whenever possible, compensatory time should be taken within the same pay period in which it is earned. In any event, no more than twenty-four (24) hours of compensatory time may be accumulated.

5.6.3 Administrative Assistant shall monitor the amount of overtime worked in each department to ensure that the time is necessary for the operation of the City.

5.6.4 Exempt employees are not entitled to overtime compensation in any form.
ARTICLE VI-RECRUIMENT

6.0 The Administrative Assistant shall make known all vacancies by posting notices on bulletin boards within City Hall and the City Building wherein the position is open, a copy on the City Website filed under the Human Resources Department and by filing said notices with the Town/City Clerk at least ten (10) days prior to the closing date for applications. Upon filing of the notices with the Town/City Clerk, the Administrative Assistant may determine whether notices of open, competitive examination should be placed in any other form of media including but not limited to newspapers. In determining whether any other publication of said notice, the Administrative Assistant shall consider the medium most likely to reach the public. This could include, professional bulletins, newspapers having a wide circulation in the general area and such other media as deemed likely to reach out to qualified candidates.

6.1 Any notice for vacancies shall include the following:

Job Title
Salary Range
Nature of Work
Minimum Qualifications
Closing Date for Applications
Any additional information regarding the position deemed necessary by the Administrative Assistant.

6.2 All applications shall be made on forms provided by the Administrative Assistant. Applications shall not be returned and shall be kept on file as required by the State Records Retention Schedule.

6.3 Pre-employment examinations, such as a physical examination, including drug testing, and a background investigation, may be required as deemed necessary for specific positions. In such event, the applicants shall be informed in writing at the time of application of the City's intention to require a physical examination and to conduct a urinalysis drug test and/or background investigation. The Administrative Assistant shall coordinate such examinations. After an offer of employment is made subject to the satisfactory completion of a physical examination, the physical examination shall be conducted by a medical doctor selected and paid for by the City and in accordance with established procedures for pre-employment physical examinations. Any references or other material related to a background investigation shall be verified and documented and made part of the applicant's record. Verification shall be made prior to any offer of employment and shall be treated confidentially.
6.4 Applications shall be screened against the requirements for the position as detailed in the job description. Whenever an application is rejected prior to testing, the Administrative Assistant shall notify the applicant, in writing, of such rejection and the reason for such rejection.

6.5 The City of Shelton is an equal opportunity employer. No person applying for a position within the City of Shelton shall be discriminated against in any way because of the individual's race, color, religious creed, age, sex, marital status, national origin, ancestry, sexual orientation, disability, veteran's status, or political affiliation.

ARTICLE VII – EXAMINATIONS

7.0 All appointments to positions within the classified service of the City of Shelton shall be made as provided herein. The Administrative Assistant shall first determine whether an examination shall be a promotional examination or an open examination.

7.1 Definitions: Open Examinations are limited to all applicants who meet the minimum qualifications as stated in the job description and include the general public, present employees, both full time and part time employees. Promotional examinations are limited to current employees within the classified service and/or part time employees who meet the minimum qualifications as stated in the job description who have applied for the position.

7.1.1 Promotional Examinations: Upon the recommendation of the Department Head that there are qualified employees presently employed by the City, including both full time and part time employees, who are qualified to perform the job that is opened, the Administrative Assistant may, in his sole discretion, limit the applications to City employees and proceed with only a promotional examination. If a promotional examination is determined to be in the best interest of the City, the Administrative Assistant shall post such notice in accordance with the provisions of Article VI of this ordinance. After applications are received, an oral interview will be given to each qualified internal employee who files an application for the position. The interview panel will consist of three individuals, consisting of the Mayor's designee, a Department Head other than from the Department where the position is being posted and the Administrative Assistant and/or his designee. After the interviews each employee will be ranked based upon their interview, using scores determined by the panel. The Administrative Assistant shall prepare a certified list of candidates in accordance with Section 8.0 and 8.1 below.
7.1.2 The appointing authority will then make a promotion of one of the applicants from said list to the position. In the event that the panel does not recommend to promote an existing employee, the Administrative Assistant shall then conduct an open examination and testing, which shall be established in accordance with the job description pursuant to the process set forth below. 7.2 Open Examination: The examination process shall be of a practical nature and shall relate to subjects which fairly measure the relative capabilities of the person examined to execute the duties and responsibilities of the position sought. The Administrative Assistant may adopt or authorize the use of any procedures as deemed appropriate to assure a selection of employees on the basis of merit and qualifications.

7.2.1 The Administrative Assistant shall be allowed to contract with any competent agency or individual for the purpose of preparing and administering such examinations. In the absence of such contract, the Administrative Assistant shall perform said duties or may delegate their performance.

7.2.2 Examinations for positions within the classified service shall be competitive and may include written, practical and oral interview test components. In the event that the position requires a state licensed applicant or certification, the written examination will be waived. All applicants meeting the prescribed requirements shall be allowed to participate in the initial test component and shall be notified, in writing, of the time, place and date of the initial test.

7.3 The examination shall proceed as follows:

7.3.1 When the examination consists of written, practical and oral interview test components, all qualified applicants shall be invited to participate in the initial written test. Up to fifteen (15) candidates who have received the highest passing scores on the written test shall be invited to participate in the practical test. Up to fifteen (15) candidates who have received the highest combined scores on both the written and practical tests shall be invited to participate in the oral interview test.

7.3.2 When the examination consists of written and oral interview test components, all qualified applicants shall be invited to participate in the initial written test. Up to fifteen (15) candidates who have received the highest passing scores on the written test shall be invited to participate in the oral interview test.

7.3.3 When candidates receive the same test score, they shall receive the same ranking and the following ranks shall be skipped by the number of candidates who are tied. For
example, if two candidates tie at the sixth rank, the next rank will be the eighth rank. In the event of ties in the higher ranks, more than the maximum number of candidates shall be allowed to proceed to the next phase of the examination. For example, when the maximum is fifteen (15), if three (3) candidates are tied at the fifteenth rank a total of seventeen candidates shall be allowed to participate in the next phase of the examination.

7.3.4 A list of candidates who did not make the certified list of the top ten (10) candidates shall be maintained for one year beyond the effective date of the certified list that is prepared pursuant to Section 8.0. If, within the year, the certified list of eligible candidates falls below 5 and the Administrative Assistant determines that the number of anticipated vacancies warrants that the certified list should be expanded, up to ten (10) of those candidates who received the next ten (10) highest passing scores may be scheduled to complete the remaining test phases or the Administrative Assistant may, at his or her discretion, re-advertise and re-examine for the position.

7.4 Each applicant who participates in any phase of the examination process shall be notified of the test outcome in writing by the Administrative Assistant.

7.5 Each applicant may request to inspect his examination papers and/or grading papers under conditions prescribed by the Administrative Assistant. Examination papers and/or grading papers shall not be open to the general public.

**ARTICLE VIII – APPOINTMENTS**

8.0 The Administrative Assistant shall prepare a certified list of eligible candidates. Eligible candidates are those who have received the highest combined scores on all test components of the examination procedure. Each eligible candidate shall be given a combined score that is the total of the candidate’s scores on all test components. The certified list shall include each eligible candidate’s name and examination rank. The candidate with the highest combined score shall rank first. In the event two or more candidates have the same combined examination score, the ranking shall be shared and the following ranks shall be skipped by the number of candidates who are tied.

8.1 The certified list shall remain in effect for a period of one year and may be extended by the Administrative Assistant for an additional period of up to one year.

8.2 When a vacancy is to be filled, the Administrative Assistant shall submit the certified list to the appointing authority. The appointing authority shall select a candidate from the certified list.
The appointing authority may review application files of the certified candidates and may conduct such interviews with the certified candidates as deemed necessary or advisable, provided, however, that available candidates shall be offered the opportunity to interview in the order of their rank and shall be subject to the same application file review and interview. The selected candidate shall be notified in writing, by certified mail, of such appointment and shall accept or decline the appointment within seven days of receipt of the appointment notice.

8.2.1 If the candidate fails to accept or decline the appointment within the allotted time period, the appointing authority shall select another candidate from the certified list.

8.2.2 If a candidate on the certified list refuses any offered employment, the candidate’s name shall be placed at the bottom of the certified list.

8.3 Provisional appointments of qualified persons may be made without examination.

8.4 If it is necessary to hire a temporary employee to replace a regular employee who is on an authorized leave of absence, a temporary employee may be appointed without examination for the duration of the leave.

**ARTICLE IX – PROBATION**

9.0 All new employees shall be required to serve a probationary period as detailed in the individual job descriptions.

9.1 In the event that no probationary period is detailed in the job description, the probationary period shall be deemed to be six (6) months.

9.2 An employee may be terminated at any time during the probationary period upon the written recommendation for the Administrative Assistant and the department head. There shall be no appeal from the decision.

9.2.1 If the probationary period is related to a position which also is a promotion and the employee fails the review at the end of the probationary period, he shall be returned to his original position only if such position is vacant.

9.3 Probationary employees will receive a written evaluation within three (3) months of the beginning of the probationary period. The evaluation shall indicate whether or not the employee’s job performance is satisfactory.
9.4 Two (2) weeks prior to the completion of the probationary period, the department head will confer with the Administrative Assistant as to the status of the employee and review of the employee's work record.

9.5 Upon successful completion of the probationary period, the Administrative Assistant shall so notify the employee.

**ARTICLE X – EMPLOYEE WORK PERFORMANCE**

10.0 All employees are expected to be at their regular place of work and to devote their full time and energies to the performance of their job duties in accordance with these rules and other City ordinances, rules and regulations.

10.1.1 Any absence of an employee from duty for all or part of a day without authorization shall be deemed an absence without leave and as such shall be subject to disciplinary action and the withholding of pay.

10.2 All employees shall be evaluated annually, in writing, by their respective department heads. The annual evaluations shall be submitted to the Administrative Assistant no later than May 1 of each year. A copy of said evaluation shall be signed by both the employee and the department head and forwarded to the Administrative Assistant for review. After such review, the evaluation shall be placed in the employee's file.

10.2.1 Any employee may meet with the Administrative Assistant to discuss the evaluation. After consultation with the department head, the Administrative Assistant may make modifications to the evaluation as deemed necessary. The employee may add a written response to the evaluation.

10.3 Employees may not engage in outside employment that presents a conflict of interest or interferes with their duties as an employee of the City of Shelton. Employees must notify the Administrative Assistant of any outside employment. Employees whose business activities conflict with their job responsibilities will be required to forego those activities or be subject to disciplinary action up to and including termination.

10.4 Training programs shall be encouraged to further the confidence and skill of all employees. Department heads shall be responsible for the training of individual employees in their department and may seek assistance from the Administrative Assistant or his designee.
ARTICLE XI - EMPLOYEE BENEFITS FOR NON-UNION EMPLOYEES

11.0 Employee benefits shall be conferred as provided for in this Article, unless modified by a contract between an individual employee and the City of Shelton. Only the appointing authority may enter into such contract, subject to the approval of the Board of Aldermen.

11.1 Holidays: The following holidays shall be observed by all full-time employees and shall be granted with pay:

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<td>New Year’s Day</td>
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<td>Lincoln’s Birthday</td>
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11.1.1 In the event that a holiday falls on a Saturday, the preceding Friday shall be scheduled as the day off. If the holiday falls on a Sunday, then the following Monday shall be scheduled as the day off. If the Holiday falls on a scheduled day off, other than Saturday or Sunday, then it shall be considered a “floating holiday”.

11.1.2 All “floating holidays” shall be used prior to the end of the fiscal year in which they were earned, shall be taken at the time mutually convenient for both the employee and his department head and may not be carried over. If a time cannot be agreed upon, the Administrative Assistant shall make the final determination.

11.1.3 No pay shall be granted in lieu of holidays except as provided by Section 13.2 below.

11.1.4 Employees who are absent from work on the work days before and after the holiday shall not be eligible for the paid holiday unless absence is authorized with full pay. Employees on extended absences with pay shall not be eligible for paid holidays after three (3) months of absence.

11.2 Fringe Benefits: Only full-time employees shall be eligible to receive fringe benefits. Fringe benefits may include medical insurance benefits, life insurance, long term disability
insurance, participation in a retirement plan, and payroll deductions for savings plans and may be changed from time to time by the City.

11.3 **Vacation**: All full-time employees shall be eligible for paid vacation as follows:

One (1) year to six (6) years—two (2) weeks.

Six (6) years to twelve (12) years—three weeks.

More than twelve (12) years—four (4) weeks.

Employees with 20 years of service will receive one (1) additional day of vacation per year up to a maximum of 5 additional days' vacation. Thus after the 25th year anniversary of service and beyond the employee would receive five weeks.

Notwithstanding the foregoing, newly hired supervisors or directors may be granted additional vacation time within a range that is commensurate with their qualifications, background and experience, including the amount of vacation the new employee may have had at their present or most immediate past employment. Such additional vacation time for newly hired supervisors and/or directors shall be recommended by the head of the department subject to approval by the Administrative Assistant and final approval of the Mayor.

11.3.1 **Vacation Credit**: The vacation year is July 1st through June 30th. Employees will be credited with vacation on July 1st. The amount of vacation to be credited shall be based on the number of continuous years of service the employee will have completed as of his anniversary date within the vacation year. Although the employee may be credited the step increase of vacation time on July 1 of the vacation year in which his/her anniversary date falls, the employee may not take the increased vacation during that year until after his anniversary date is reached during the vacation year. No employee may take vacation until he has completed nine (9) months of employment.

11.3.2 **Vacation During Extended Leave**: An employee who is absent with pay for an extended period of time does not accrue vacation during the absence but shall retain the vacation credited to him as of his last day of work. Upon reinstatement after period of absence, the employee shall use said vacation time prior to the end of the then current vacation year. At the start of the said vacation year, he shall be credited with vacation pursuant to the vacation schedule. In no event shall he be credited with more vacation time than the schedule allows.
11.3.3 **Holidays:** If a holiday falls in any given vacation week, this day may be taken at a later date or the current vacation period may be extend by one (1) day if arranged in advance.

11.3.4 **Vacation Scheduling:** Vacation time must be approved in advance, in writing, by the department head and the Administrative Assistant. If a conflict in requests for vacation time arises between two or more employees within the same department, the senior employee shall be granted the vacation request. The taking of more than five (5) vacation days consecutively must be approved, in writing, by the department head and Administrative Assistant at least thirty (30) days prior to said time. This requirement may be waived by the Administrative Assistant after consultation with the department head regarding the reason for the shortened notice.

11.3.5 **No Vacation Carryover:** Vacation time must be used in the current vacation year. There shall be no payment in lieu of vacation except upon termination from employment. Vacation may not be carried over from one vacation year to the next.

11.3.6 **Payment of Unused Vacation at Termination:** Unused vacation credited to an employee as of the previous July 1st shall be paid to the employee upon his termination at the employee’s current rate of pay at the time of termination. No other payment in lieu of vacation is allowed.

11.4 **Sick Leave Reimbursement Plan:** The following sick leave plan shall apply to employees hired before October 6, 1993 unless such employees have opted to be covered by the Income Protection Plan set forth in Section 11.5.

11.4.1 Sick leave shall be granted at the rate of one (1) day each month after the first sixty (60) days of employment with a maximum accumulation equivalent to one-hundred and twenty (120) days. 11.4.2 Upon retirement, accrued sick leave shall be paid at one hundred percent (100%). Upon discharge for cause there shall be zero percent (0%) reimbursement of accrued sick leave. Upon any other termination of employment, there shall be fifty percent (50%) reimbursement of accrued sick leave. Sick leave does not accrue beyond one hundred twenty (120) days. Reimbursement shall be paid at the rate of pay received by the employee immediately before the date of termination.

11.4.3 Any qualified employee set forth in Section 11.4.1 may, prior to December 31st of each year, request to buy back up to one-half of his accumulated sick time at the wage rate in effect at the time of the request. Such buy back shall take place on July 15 following the request and shall be at the rate of two (2) sick days for each day of payment. Such
request shall be made in writing to the Administrative Assistant and shall state the amount of days to be bought back.

11.4.4 Any employee who participates in the Sick Leave Reimbursement Plan under this Section will also be subject to the provisions of Sections 11.5.1, 11.5.3, 11.5.4, 11.5.5, 11.5.6 and 11.5.7.

11.5 Income Protection Plan: The income protection plan is designed to provide cash income to an employee who is temporarily or permanently totally disabled by a non-job related injury or illness or pregnancy, and is therefore prevented from performing the duties of his or her occupation. Full-time employees who have completed six (6) months of continuous employment by the City are eligible for disability benefits under the income protection plan provided they have presented medical documentation substantiating the total disability. The income protection plan applies to all employees hired on or after October 6, 1993 and to employees hired before October 6, 1993 who have elected to be included in the income protection plan. Said election must be made between the period October 6, 1993 and December 6, 1993. Any such employee who elects to be included in the income protection plan shall waive any and all benefits under the sick leave plan described in the foregoing subsections 11.4.1, 11.4.2 and 11.4.3.

11.5.1 Occasional Sick Leave: As a condition of employment all employees are expected to report to work on their regularly scheduled shifts. It is recognized, however, that on occasion employees will be rendered physically unable to perform assigned work due to non-job related accidents or debilitating illness. The paid sick days provided in this Section are not to be considered as personal days off other than for purposes of any sickness or any injury other than job-related sickness or injury covered by Workers’ Compensation.

11.5.2 An occasional leave for sickness or non-job related injury shall mean any absence for such reasons of seven (7) or less consecutive calendar days. Occasional days of absence shall be paid up to a total of ten (10) days of paid absence in any fiscal year for five (5) day per week employees and eight (8) days of paid absence for four (4) day per week employees. Employees with less than six (6) months of continuous service may be paid for such absences only when the department head specifically requests such payments from the Administrative Assistant and the Administrative Assistant approves such payments.
11.5.3 In order for an employee to receive payment for sick leave, the employee shall notify the department head within the first half-hour of the work day and the department head shall notify the Administrative Assistant as soon as possible.

11.5.4 Sick leave shall be allowed only for the following reasons:

a) Personal illness resulting in the inability to perform job duties.

b) Pregnancy – A pregnant employee may use accumulated sick leave, when, as the result of pregnancy, she is unable to perform her job. If accumulated sick leave is exhausted, the employee may request to use earned vacation and holiday time. If all available time with pay is exhausted, the employee shall apply for and receive as a matter of right an unpaid leave that shall not exceed the duration of the pregnancy related disability. At the end of a leave, the employee shall be offered reinstatement to her original job or an equivalent position.

If a pregnant employee presents written notification that she reasonably believes that continued employment in her current position may cause injury to herself or the fetus, the City will make reasonable efforts to transfer the employee to any suitable temporary position which may be available.

11.5.5 During the period of authorized sick leave the employee's medical insurance shall be paid by the City. Additional sick time shall not be accrued.

11.5.6 The Administrative Assistant may request a doctor’s certificate of fitness prior to an employee returning to work or, as proof of illness, prior to payment for sick leave.

11.5.7 All sick leave shall be recorded in the employee's permanent record and reviewed periodically by the Administrative Assistant.

11.5.8 Commencing with Fiscal Year 2017-2018 and each Fiscal Year thereafter, any employee who is absent less than their allotted sick days in any Fiscal Year, the employee shall be paid 50% of their regular hourly rate for any unused sick days. Such payments shall be made during the following month after the end of the Fiscal Year on a scheduled pay day.

11.5.9 Short Term Disability: Short term disability shall apply to any extended absence for sickness or non-job related injury of more than seven (7) consecutive calendar days. Weekly benefits will be paid in the amount of one hundred percent (100%) of normal weekly straight time earnings for a maximum duration of two (2) weeks if approved by the
Department Head and/or the Administrative Assistant. If the Department Head and/or the Administrative Assistant does not approve all or part of the two (2) weeks, the employee, at his option, may use all or part of his unused occasional days for the unpaid portion of the two (2) weeks. If the Short Term Disability is approved, after the first two weeks of absence and for a maximum duration of twenty-six (26) weeks after the first day of absence, weekly benefits will be paid in the amount of sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings, provided the employee is under the care of a licensed physician. The Employee may supplement their payments during the twenty-four (24) weeks that they receive sixty-six and two-thirds percent (66-2/3%) of normal weekly straight time earnings with unused accumulated sick time, vacation time and personal time, in that order, until such benefits are expired. The Employee must request in writing that he/she elects to supplement their short term disability payments with said accrued credited benefits.

11.5.10 Long Term Disability: Employees who, after twenty-six (26) weeks, are totally and permanently disabled and are unable to perform their own job or any other occupation or trade to which they are suited by reason of education or training shall be eligible to receive a long term disability benefit which shall be equal to fifty percent (50%) of their normal monthly straight time earnings at the time of their disablement less any payments for which they are eligible from Social Security and any other insurance or pension plan to which the City has contributed. Employees shall be eligible for long term disability benefits for the length of their disablement up to the normal retirement date of the Federal Social Security Act. The Employee may supplement their payments of long term disability with unused accumulated sick time, vacation time and personal time, in that order, until such benefits are expired. The Employee must request in writing that he/she elects to supplement their long term disability payments with said accrued credited benefits.

11.6 Job-Related Sick Leave

Any employee who is absent from work as a result of illness or accident covered by the State of Connecticut Workers’ Compensation Law and who are receiving payments for temporary total disability under said Act shall be paid the difference between their normal base pay less applicable deductions and the amount of the Workers’ compensation benefit for the period of temporary total disability not to exceed six (6) months.

11.7 Military Leave: Military leave, as mandated by state statute, shall be granted to full-time employees when required.

11.8 Jury Duty: Time off for jury duty shall be granted to all employees. The employee shall receive compensation equal to the difference between payment for jury duty and his
normal base pay upon submission of evidence of service satisfactory to the Administrative Assistant and the finance department.

11.9 Personal Leave: Up to three (3) paid personal days may be granted by the Administrative Assistant for the following reasons:

a) Serious illness of the employee’s spouse, child, or other member of the employee’s immediate family for whose care the employee is responsible.

b) Handling legal matters requiring an absence of the employee.

c) Attendance at a funeral not covered by the Bereavement Policy in 11.9.

d) Any other reasons of a similar magnitude as approved by the Administrative Assistant or designee.

Personal Business Leave for other than reasons a) through c) may not be taken on the day before or after an employee’s scheduled vacation or holiday.

11.10 Bereavement Leave: Paid bereavement leave shall be granted by the Administrative Assistant or designee in accordance with the following schedule:

a) Immediate family— up to five (5) working days leave with pay. “Immediate Family” shall be defined as spouse, children, parents, siblings, grandchild and any other relative domiciled with the employee.

b) Up to three (3) days leave with pay for the death of the employee’s grandparent, parent-in-law and sibling-in-law.

c) Other relatives – one (1) working day with pay for the death of the employee’s aunt or uncle.

11.11 Conference Leave: Authorized leaves of absence for one (1) or more days may be granted by the Administrative Assistant upon recommendation of the department head, to employees for attendance at conferences, meetings, education or training courses, etc.

11.12 Leave of Absence Without Pay: The Mayor, or his designee, may at his sole discretion, grant a leave of absence without pay to an employee for a period not to exceed one (1) year. The employee must request such leave, in writing, indicating the reason for
the request, the dates of the leave and other pertinent information. Thirty (30) days before
the leave of absence expires the employee must advise the City, in writing, of the date of
expected return to work or tender a formal resignation. If the leave of absence is for ninety
(90) calendar days or less and the employee returns within the ninety (90) calendar days
or less, the employee shall be reinstated to the position held at the time the leave was
granted. The City shall have no obligation to reinstate any employee to his own position
or an equivalent position, if the leave of absence exceeds ninety (90) calendar days. Any
employee granted a leave of absence without pay shall not qualify for fringe benefits
during the period of leave. However, the employee may continue insurance benefits at
his own expense in accordance with the requirements of federal and state law. Leaves of
ninety (90) days or less shall not affect continuation of medical insurance.

11.13 Pension: Employees shall be entitled to such pension benefits or City of Shelton
Money Purchase Pension Plan, as may be amended by the City from time to time, as are
provided for in other ordinances of the City or in any collective bargaining agreement or
pension plan which may be applicable.

11.14 Longevity. A one-time per year longevity payment shall be made as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years or more</td>
<td>$100.00</td>
</tr>
<tr>
<td>10 years or more</td>
<td>$200.00</td>
</tr>
<tr>
<td>15 years or more</td>
<td>$300.00</td>
</tr>
<tr>
<td>20 years or more</td>
<td>$400.00</td>
</tr>
<tr>
<td>25 years or more</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

This longevity payment shall be made in the month of December based upon years of
service attained within the previous fiscal year.

11.15 Tuition Assistance- the City shall provide the following assistance to full-time
employees who have completed one year of continuous service for reimbursement of the
expense of tuition incurred for job-related educational courses as follows:

A maximum of five hundred dollars $500.00 each calendar year per employee.

This tuition assistance is subject to the following limitations:

A. Courses must be sponsored by a recognized educational institution.
B. Courses must be completed with a grade of B or better.
C. The employee must obtain approval from his immediate supervisor and from the administrative assistant or designee before enrolling in the course. Certification by the immediate supervisor that the course is job-related is required.

D. Upon completion of the course, the employee must forward a transcript of grades and tuition invoices to the personnel office. Fifty percent (50%) of the tuition cost shall be paid by the city.

11.16 Life and Accidental Death and Dismemberment Insurance in the amount of One (1) times Annual Base Salary; this benefit is reduced by 50% when the employee reaches age 65.

11.17 Medical Plan - The City will continue in effect a group health insurance program for all full-time employees and their eligible dependents. The City reserves the right to discontinue, modify, or amend such plan from time to time. Said plan shall be as is generally provided for in other ordinances of the City or not less than in any collective bargaining agreement (except the Police CBA) which may be applicable.

11.17.01 Voluntary Waiver of Medical Insurance.

a. On a completely voluntary basis, any employee who is enrolled in medical insurance through another source may elect to waive the medical insurance coverage provided by the City.

b. The procedures to elect a waiver of medical insurance coverage are as follows:

1. The employee must complete an appropriate waiver form and provide evidence of existing medical insurance coverage. The form and the evidence of medical insurance coverage must be completed during the May open enrollment period and submitted to the Benefits Office at City Hall.

2. A secondary enrollment period will be offered in December of each year.

3. The waiver of insurance shall be in effect for one year from the following July 1 through June 30. Once the waiver form has been filed with the City, the waiver shall continue to be in effect from year-to-year thereafter until the employee elects to reenroll in the medical insurance plan.

c. An employee waiving medical insurance coverage shall be eligible for a payment as indicated below, subject to any limitations under the law:
Single plan- $3,500
2 people- $4,000
Family- $4,500

Said payment shall be payable during August following the fiscal year for which the waiver was effective. If the employee signs for the waiver in December, a prorated payment will be made in August for the first year. In addition, if an employee is terminated, and the employee is otherwise eligible for the waiver payment, the waiver payment shall likewise be prorated based upon the date of termination, with the payment also being made in the August following termination.

d. Newly hired employees electing to waive medical insurance coverage may do so upon commencing employment with the insurance waiver taking effect on the normal effective date for medical insurance coverage. The first August payment shall be made to the employee on a pro-rata basis.

e. In the event an employee who has elected to waive medical insurance coverage wishes to reinstate such coverage, the following shall apply:

1. Except as provided in 2 below, application for medical insurance must be made during the May open enrollment period; coverage will be reinstated effective the following July 1st.

2. An employee who loses alternate medical insurance due to a qualifying event may request to re-Section enroll in the City's medical insurance plan. A request for reinstatement must be made in writing to the Benefits Office at City Hall. Reinstatement of coverage shall be approved upon the employee's providing satisfactory proof of loss of alternate medical insurance coverage due to a qualifying event. The medical insurance will be reinstated as soon as the insurance provider is able to effectuate the coverage.

3. Any employee who has waived his insurance coverage shall be entitled to a prorated payment in August providing that the coverage has been waived for at least six months.

ARTICLE XII – DISCIPLINARY PROCEDURES

12.0 Disciplinary action against any regular employee shall be taken only for cause including but not limited to any violation of the Charter, and the following
procedures shall apply. Records of disciplinary action shall be maintained in the employee’s personnel file and a copy given to the employee. Appeals from disciplinary action shall be in accordance with the provisions of Article III-Grievance Procedure.

12.1 There shall be five (5) classes of disciplinary action. The class assessed will depend upon the severity of the offense. Class I disciplinary action may be taken at the discretion of the individual department head. Any action taken in Class II, II or IV must have the approval of the Administrative Assistant whose signature must appear in the letter of notification to the employee. The Administrative Assistant will be responsible for administering Class I, II, III, and IV disciplinary action against a department head. Any action taken in Class V must have the approval of the Mayor or designee whose signature must appear in the letter of notification to the employee.

12.2 Class I Disciplinary Action-Written Reprimand. The department head may issue a written reprimand to an employee with a copy to the Administrative Assistant.

12.3 Class II Disciplinary Action-Suspension: Suspension without pay may be imposed when, after investigation of an employee offense, the Administrative Assistant concludes that such disciplinary action is appropriate. Suspension without pay shall not exceed thirty (30) days. A letter of notification will be sent to the employee stating the nature of the offense and the length of the suspension. When serious misconduct is alleged requiring the immediate removal of the employee from the workplace, the Administrative Assistant may immediately suspend the employee prior to conducting an investigation and making a determination regarding disciplinary action.

12.4 Class III Disciplinary Action—Probationary Status: A regular employee whose performance evaluation indicates less than satisfactory performance of job duties may be placed on a probationary period of a defined length during which the employee must demonstrate improved job performance in accordance with written standards established by the employee’s supervisor and the Administrative Assistant.

12.5 Class IV Disciplinary Action-Demotion: The disciplinary transfer of an employee to a lower salary grade may be imposed by the Administrative Assistant.
A letter of notification will be sent to the employee stating the reasons for the demotion.

12.6 Class V Disciplinary Action – Dismissal: Dismissal is the disciplinary termination of an employee’s employment with the City. Any action taken in this class must be approved by the Mayor or the authority designated by the Mayor. As used in the subsections of Section 12.6, the term “Mayor” shall include any authority designated by the Mayor.

12.6.1 An employee who is subject to dismissal shall be advised in writing by the department head and/or the Administrative Assistant that the dismissal is being considered and that the has a right to an informal pre-termination hearing with the Mayor by requesting such hearing within three (3) business days of being so advised. At the hearing, the employee will have the opportunity to hear the charges against him, to receive an explanation of the facts leading to the charges and to explain his view of the events leading to the charges. Such hearing shall not prevent the Mayor from proceeding with the dismissal as deemed necessary.

12.6.2 If, at the completion of the pre-termination hearing, the Mayor decides that the appropriate disciplinary action falls with Class I, II or III, the employee shall be so notified by the Mayor in writing.

12.6.3 Following the pre-termination hearing, if an employee is dismissed, a letter of notification signed by the Mayor shall be sent by certified mail to the employee, which will clearly state the nature of the offense, the effective date of the dismissal and the reasons for such action. The letter of notification will advise the employee of his right to appeal under the grievance procedure to the PEAB, and will state that the appeal must be taken within ten (10) days of the effective date of the action by filing a grievance with the Mayor and the PEAB.

ARTICLE XIII – SEPARATIONS

13.0 Continued employment of every employee shall be contingent upon satisfactory performance of duties, attendance, conduct and ability.

13.1 Employees may be separated from employment with the City for the following reasons:
13.1.1 **Dismissal:** As set forth in Article XII.

13.1.2 **Termination for Inability to Perform Due to Permanent Disability:** An employee shall be deemed "permanently disabled" if it is determined that the employee suffers from either a physical or a mental disability that will substantially impair the performance of his job duties for a period of not less than one (1) year beyond the date of the determination. In the event the disability determination is made by the employee's physician, the City may appoint a physician to review the determination. In the event the disability determination is made by a physician appointed by the City, the employee's physician may review the determination. When there is a conflict between the opinion of the employee's physician and the opinion of the physician selected by the City, a third physician, mutually appointed by the first two physicians, shall render his opinion which shall prevail. Physician's fees shall be paid by the City unless otherwise covered by the employee's health insurance. In the event that the physicians determine that the employee is permanently disabled, as hereinbefore defined, and the employee does not voluntarily resign his employment, then dismissal procedures shall be initiated.

13.1.3 **Layoff:** An employee may be terminated at any time because of a lack of work or the lack of funds to support the employee's position or a reduction in force or the elimination of the employee's position. Any laid-off employee shall have the right to be recalled if the position becomes available within one (1) year. Notice of recall shall be given in writing by certified mail, return receipt requested, and must be accepted or declined in writing within ten (10) days of receipt. If the employee elects not to return to work, his recall rights shall be automatically terminated. If a position does not become available within one (1) year, the employee shall lose all rights to employment with the City and may apply for any new position in accordance with Articles VI-VIII of the Merit System.

13.1.4 **Resignation:** Employee resignations shall be submitted in writing, no less than two (2) weeks in advance of the effective date of the resignation. The written resignation shall specify the effective date of the resignation.

13.1.5 **Retirement:** Retirement shall be defined as termination upon or after completion of twenty-five (25) years of continuous uninterrupted service with the City or termination upon or after attaining age sixty-five (65).

13.1.6 **Death or Other Termination.**
13.2 Payment of Fringe Benefits at Termination: The following benefits shall be paid upon an employee’s termination, except for termination for cause, at the employee’s current rate of pay at the time of termination.

13.2.1 Unused accrued vacation days, provided that unused vacation days may not be carried over from one fiscal year to the next...

13.2.2 Unused accrued floating holidays, provided that unused floating holidays may not be carried over from one fiscal year to the next.

13.2.3 Unused accrued compensatory time up to a maximum of twenty-four (24) hours, provided that unused compensatory time may not be carried over from one fiscal year to the next.

13.2.4 Except for employees eligible for the Sick Leave Reimbursement Plan and provided that sick days may not be carried over from one fiscal year to the next, the employee will be paid 50% of their regular hourly rate for any unused sick days at time of termination.

ARTICLE XIV - RECORDS

14.0 The Administrative Assistant shall maintain adequate records of the proceedings of the PEAB, all personnel actions, the examination record of every candidate and the employment record of every employee. Records shall be retained in accordance with the record retention schedule adopted by the State of Connecticut.

ARTICLE XV – SAVINGS CLAUSE

15.0 Should any part of these rules be declared illegal, all other provisions shall remain in effect.

Adopted by the Board of Aldermen, March 10, 1983
Approved by the Mayor, March 11, 1983
Effective Date July 1, 1983
Amended: May 13, 1983
Amended: February 10, 1984
Ordinance #896 Merit System and Personnel Rules

Amended: January 11, 1985
Amended: August 19, 1986
Amended: September 9, 1993
Effective Date October 6, 1993
Amended: February 9, 1995
Amended March 13, 2003
Amended: April 10, 2016

The following Ordinances are hereby repealed:

#440, #451, #452, #472, #505, #586, #634, #668, #717, #774 and #896.