



BOARD OF ALDERMEN
SHELTON, CONNECTICUT

PUBLIC HEARING ON ORDINANCES & WATER MAIN EXTENSIONS
TUESDAY, JANUARY 23, 2018

CALL TO ORDER

Alderman Anglace called the Public Hearing to order at approximately 7:00 p.m. All present recited the Pledge of Allegiance.

ROLL CALL

Alderman John F. Anglace, Jr., President – present
Alderman Eric McPherson, Vice President – present
Alderman David Gidwani – present
Alderman Stanley Kudej – present
Alderman Noreen McGorty – not present
Alderman Cris Balamaci – present
Alderman Jim Capra - present
Alderman Anthony Simonetti – present

Administration: Jack Bashar, Esq. – Administrative Assistant
Paul Hiller – City of Shelton Finance Director
Raymond O’Leary – City Treasurer

AGENDA ITEMS:

- 1. AMENDMENT TO CODE OF ORDINANCES CHAPTER 2 ARTICLE VI,
PERSONNE RULES AND MERIT SYSTEM
(ORD. #896)**

**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: XXXXXXXX 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.

5.2 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.

5.3 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 or designee.

5.4 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.

5.5 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.

5.6 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%).

5.6.1 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.

5.7 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.

5.7.1 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.

5.7.2 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.

5.7.3 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.

5.7.4 Exempt employees are not entitled to overtime compensation in any form.

ARTICLE VI-RECRUITMENT

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:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Good Friday	The Friday following
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

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 extended 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:

5 years or more service	\$100.00
10 years or more service	\$200.00
15 years or more service	\$300.00
20 years or more service	\$400.00
25 years or more service	\$500.00

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.

11.17.1 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

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, #771, #774 and #896.

Discussion:

Alderman Anglace: The proposed changes deal with two aspects of the Merit System: codifying the benefits for the Merit System employees; something that has changed over the years.

Jack Bashar, Administrative Assistant to the Mayor

I am in charge of Personnel matters. By a way of background, a couple of months ago I have heard from some of the Merit System employees that came to talk to me about the discrepancies between the collective bargaining agreements with the unions and those members who are Merit System employees, who were not receiving those kinds of benefits. Given the task of reviewing the existing Merit System and finding that there was a lot of changes that needed to be made.

Essentially there were two issues: The first was the benefits to the Merit System employees. The second issue in HR was dealing with the archaic method of processing applicants for employment. Under the old Merit System, it took a long time to advertise and post a position. There had to be a written test given, an oral test and practical tests under certain circumstances. We would have to put together a panel of interviewers to interview the candidates. There was a number issue, pass/fail issue, so I tried to streamline that. That is a fairly significant change that I am making. One of the thoughts was that we have a number of employees that could be promoted to a higher grade. The old Merit System allowed us to waive our open recruiting. The practice was that we did not do that and we opened it up to the public. It was not fair to the people that were working hard for the City, who have done a good job. They really did not look forward to being advanced. In the language now, if a Department head comes to recommend an employee who is a Grade B, and we think that they could move up to a higher grade and being a great employee, we can open it up to internal employees and there would be an interview process. The hiring would be a lot quicker, and it is something that our employees would look forward to for advancement.

There are some changes that are fairly significant to the benefits that Merit System employees did not have. I took all of the CBA's from all of the unions and did a chart and made a comparison. One of the things that we do is all of the CBA language is pretty much the same. I would say that the Police Contract is somewhat unique, but Highways & Bridges, Water Pollution Control, Admin/Clerical – all of the language in the CBA's are fairly standard and I have incorporated a bunch of that into the proposed Merit System. The only change that I would say that I would like to delete one word, is on page 1: *Application and Rules*, it says *and any other full time*

employees. I would like to *cross out part time employees*. After discussion with Counsel, the Mayor and some other people, it should only be applicable to full time Merit System employees. If you look at all of the benefits and everything else that is involved, part time employees do not have those benefits. The language should not be in the final ordinance.

Alderman Anglace: Let's expand on the change that you have just mentioned. By taking the part time employees out of the *Application and Rules*, it does not prohibit a part time person under the *Promotional Clause* from bidding the job, or from us identifying a part time person who has worked for the City for a number of years, as being qualified and eligible for a promotion?

Jack Bashar: That is correct. The language for part time employees under *Recruitment* stay the same. There was no change there. The only change was the general reference in page 1, that this would apply to all part time employees. The rules would not apply towards part time employees. I think to some degree we do apply it anyway, but I do not think it is necessary on page 1. When we talk about recruitment and those people who could apply for internal applications, the part time language is still there, so they could be promoted, yes.

Alderman Anglace: I think the *Promotional Clause* is merit for a number of reasons because it is going to save the City time in hiring someone, bringing someone for the open positions. Two: It is going to save the City money on not going out for testing, and not bringing in qualified people to interview, etc. Those are good things. If a person who has been working for us for a number of years and we know them, we know the quality of their work, we know what they can do, it is less of a chance of a guessing game. Supposing we are identifying an employee, we identify that employee and post the job saying this is posting for this job- it still leaves open for any other employee by the City who can bid it that. If they bid it, we are going to give them an interview. We are not going to put out the written test because we do not need to do that. We will give them an interview and make a selection- this will expedite the process. We just have some jobs that sit open. We would like to hire, but we have difficulty hiring. We need to expedite the process.

Jack Bashar: To that end, one of the problems is that there are oral interviews right after the written test is made, it is difficult for us to get people come in and sit on an oral panel. They are volunteers and coming in from other municipalities, usually in the department where the job is open so they have some background on it. They are giving up their time and it is hard for us to find people and do it. We try not to have the supervisor or people within the department interviewing these people and grading them- it does not make sense.

On recruitment, the language was that we had to publish in the newspaper. It is very expensive, and it is silly to be doing that because no one reads the newspapers anymore. We have changed it to giving me the opportunity to choose what medium we would choose to advertise. Depending on the position, we would advertise in professional brochures, those kinds of things that would attract the job position that is open. It is silly spending bills on newspapers, so we will be saving the City some money.

Alderman Balamaci: When there is an internal posting, is there a specific length of time before it goes external?

Jack Bashar: No, what we would do is post it internally and always set a deadline for applications. What we would like to do is have a certified list of 10 applicants. If we do not get 10 applicants, we can make a decision to go through the interview process and hire from that.

Alderman Balamaci: Okay, thank you.

Alderman Simonetti: Would it change the number of employees who would have benefits?

Jack Bashar: Depending on the benefit. There are approximately 26 Merit System employees: 13 of which are library employees. They have chosen not to unionize, so they remained as Merit System employees. Every one of those employees receive medical, sick, vacation benefits. Here is where the difference comes in though: Under all of the CBA contracts, there are payouts for non use of sick time which the Merit System employees do not get, which is unfair. There were no benefits at the time of termination, when a Merit System employee retires they were not getting those benefits. So we tried to make it an even playing field; as best as we can to let those Merit System employees enjoy those benefits.

Alderman Simonetti: So if there is a person coming from the outside?

Jack Bashar: That would only be if there was an open posting, under the old system. If a supervisor comes to us and says we think we have somebody who qualifies for this position, who is now presently an employee, we would go and advertise outside. We would only open it up for those people within the City that are presently employed, they would file their application, there would be a deadline. At that point rather than a written test and practical test, we would simply do an interview process. If it did go out to the open, we would still go the old fashioned route of testing. I made some changes regarding the testing process.

Alderman Simonetti: You can simply keep it internal without going to the outside?

Jack Bashar: Yes, absolutely. I also made changes on the outside process because what we found in the old language allowed people to go by step by step. The first test would be a written test. There are a lot of people that do not do well on a written test. A case in point, an individual would've not been able to move onto the next step and I actually waived it and said everyone who took the test ought to go to the verbal. That person ended up lower on the totem pole on the written test, and came out number one after the verbal so she got hired. I have changed some language in there; before you could not move on and now you can.

Alderman Capra: For part time employees, do you know an estimate of how many part time employees that we have?

Jack Bashar: I do not have an exact number. It is a fair amount. The reason why there are part time employees because there is not enough work to that particular job on a full time basis. That is the reason for the part timers. A lot of time is that the part timers when a full time position opens up, they say they want to move up because they say they need a full time job.

Alderman Capra: My question with that is when there is a holiday and we are off on Monday, they do not get paid for it so do they make up it up in a different day?

Jack Bashar: Part time employees only get paid by the hour that they work. They are hourly employees; at will employees so if they do not work they do not get paid.

Alderman Capra: They do not accrue any vacation time?

Jack Bashar: No vacation time, with the exception of state statute to accrue sick time. After 960 hours of work, they become eligible for sick time. Other than that, no.

Alderman Anglace asked if there was anyone from the public who wanted to comment on the Amendment to Code of Ordinance Chapter 2 Article VI Personnel Rules and Merit System (Ord. #896).

No one from the public wished to comment.

Alderman Anglace closed the Public Hearing on Amendment to Code of Ordinance Chapter 2 Article VI Personnel Rules and Merit System (Ord. #896). This item will be voted on during the February Full Board meeting.

2. LONGMEADOW ROAD (#79-#113) WATER MAIN EXTENSION REQUEST

Alderman Anglace calls upon the City Engineer, Robert Kulacz, to give a summary of where the project stands before public comment is taken.

Robert Kulacz:

If anyone needs copies of the project costs or mapping, you can come up and take a copy. In response to the petition that has been submitted by the residents of Longmeadow Road, our office prepared a cost estimate along with the project map showing a water main extension to service the people on the petition. I am going to be available to answer the questions, but in summary, if the project is approved we send it out to public bid and the water main is installed, along with the water service and a meter pit. The meter pit would terminate on your front lawn. That would be the scope of the City's project. Your responsibility would be from the meter pit to make the connections to your home, and any internal plumbing connections that are necessary. These cost estimates are based on other bids that we had. We currently have a project under way on Birdseye Road, and we are basically using those unit prices that we received on Birdseye Road and the previous projects.

The only change that was already mailed to the residents, in which we found out that #79 Longmeadow Road which is the vacant parcel between #83 and #75 is owned by the City of Shelton. The City would be paying 2 parts of the assessment. There is a total of 15 properties that would benefit from the main extension. The City would be responsible for two shares for an open space property, and vacant lot #79. What you should do is whether you are in favor or opposed to the project. If you have any questions, I will be here during the Public Hearing to answer them.

Alderman Anglace: The responsibility of the Board of Aldermen is to determine if a significant number of residents are in favor of this, or are opposed to it. As you come up, it would be critical to say your name, address and whether you are for or against the project. Please give us your comments, ask questions. If we cannot reach a consensus, sometimes we will do a written poll from the City Engineer's office if we cannot reach a consensus. Hopefully the significant majority are in favor of it.

Public: The two shares from the City: are they voting for, against or neutral?

Alderman Anglace: All we are going to do – we are not going to say yes or no. All that we are going to do is figure that into the calculation for the 2-lot cost. Who wants to be first?

Alfred Febbrioriello, 100 Longmeadow Road

I am not favor.

John Jasinski, 92 Longmeadow Road

I have been there around 40 years. I am violently against this project. I have no benefits that would not apply to me, as this letter says. I have several questions to ask:

- What are the problems that we need this water main?

City Engineer: We have not heard of any issues. The City receives petitions for various reasons, but we are not aware of any particular reason. Residents who are in favor can explain when they speak.

Public member: My neighbor who is 105 Longmeadow Road, has to buy water to drink. His well is not usable. He is not here today, but that is one of the reasons.

John Jasinski: Would the solution be to dig another well?

Public member: Well I am just telling his story; I am not here to solve his problem.

- Can you (City Engineer), tell me where the fire hydrants will be located?

Robert Kulacz: The fire hydrants will be located, based on the chief of the fire department based on the final design plans. I cannot tell you where they are right now because they are not plans for construction; these are the general layout to get the cost estimate.

John Jasinski: Does this project have anything to do with public safety?

Alderman Anglace: The fact that you have water and fire hydrants; it would improve public safety in that regard. It would probably result in a reduction of your fire insurance costs.

John Jasinski: In your ordinance you refer to a "community pollution problems". Do we have any other those in the neighborhood?

Alderman Anglace: Not that we are aware of.

John Jasinski: Has anyone attempted to get this guaranteed agreement from the utility to reduce the costs?

Robert Kulacz: Once a meter pit is installed the City receives a rebate on the water company as part of the contract, and that gets applied to the assessment for each individual property owner. The scope of the work that the water company requires now is a meter pit and a meter to be installed, whether or not you become a customer. So you do not need to hook up to public water, but a meter pit will be installed. I believe there is a \$7 quarterly fee, in which they changed the billing now to monthly so I do not exactly know what their monthly fee is now. That would be the procedure for people who do not make the connection to the meter pit and utilize public water.

John Jasinski: However your ordinance says there is a guaranteed agreement with the utility, and if you can reach this agreement there will be a reduction in cost. That is beyond the rebates.

Robert Kulacz: That is no longer part of the water company's procedure. This ordinance was developed in 1988; there is no longer a guaranteed agreement. The ordinance is out of date; everything else the ordinance would apply. There is no guaranteed agreement anymore. We give them a deposit contract and then when the work is completed by our contractor, we get that money back and we also get the rebate for the meter pits. The guaranteed part of the ordinance is not valid because it is no longer part of their rate schedule.

John Jasinski: You mentioned that you have a series of bids. Can you tell us what the range was?

Robert Kulacz: We do not have bids for this project. We did the bids on Birdseye Road; they were within the budget. The Birdseye project was probably \$108,000 for the low bid, and some of them ranged up to \$160,000, but it all depends on the time of the year of the bidding, etc.

Alderman Anglace: To answer your question, the bids will be made for public information. The estimates that are provided is based on other prior projects.

Robert Kulacz: If, for example, the bid came in way over budget we would not be able to award the bid because we would not have the funding. So more than likely we would reject the bid and re-advertise. If there was a need for the main for a specific reason, you could have another meeting to see if the neighbor still wants to proceed if the project costs were greater. We do not exceed the appropriated amount when the bids come in.

John Jasinski: How many services are fed off of that new project?

Robert Kulacz: One for each home.

John Jasinski: No for Birdseye.

Robert Kulacz: The first Birdseye project was five homes. While the project was under construction, the neighbors submitted a petition to extend the contract and we extended it to another 15 homes. We have done as many as 400 water services in one project, and as few as 4.

John Jasinski: You said that the cost was \$108,000. Did that serve 5 or 20 customers?

Robert Kulacz: No, it approximately served 5 customers in that area. I do not have the exact numbers in front of me.

John Jasinski: In the letter, it said that the assessment would be around \$21,000. Does that include interest?

Robert Kulacz: Historically, projects have over a ten- year period because it is based on our current bonding. They range from 2%-3%, so the first payment for Year 1 is straight one-tenth of the amount due, and subsequent years there is interest charged and interest depreciates over the next nine payments.

John Jasinski: Thank you- again I am John Jasinski, and I am totally against this project.

Mike Formato, 87 Longmeadow Road

I am absolutely in favor of the project. Just to give the group some reasons: simply water is very acidic in my house. It has gone through a boiler; pipes are rotting from the inside; I have a softener system which is constant upkeep. For \$20,000, I would much rather pay. I am not moving anytime soon, and should be there for the rest of my life so I think I am getting my money's worth. Thank you.

Peter Surovov, 113 Longmeadow Road

I am in favor of the project. I can't even put in a new well because the soil is so soft. My well today is 16 feet deep; the water level fluctuates in between seasons. We have made another attempt to build another well five years ago. My quality of water is very good, but I think the whole problem is, based on my research, is of the initial construction of the development approved was all wetlands before. I do not know how he put this construction through because the water level is very low down there. It gets very high, especially when it rains so that is why I would like to have city water. The quality of my well water is excellent. Thank you.

Chris Prancuk, 105 Longmeadow Road

I am favor of the project. It is the same reason as Mike. My water is acidic; making pinholes in my copper pipe. For the \$20,000, it would be worth it for me. Thank you.

Robert Kulacz: There are 15 properties; 13 homes. There are 2 City of Shelton parcels.

Mike Curran, 88 Longmeadow Road

As the last two, the maintenance, cost, and upkeep exceed the amount this would cost so I am in favor. Thank you.

Alderman Anglace: So far we have heard from 6 houses out of 13.

Arthur Decker, 84 Longmeadow Road

I am opposed.

Robert Mica, 83 Longmeadow Road

We are opposed. We have been living there for almost 54 years and never had a problem with our water, thank God. We are opposed to this additional bill; that would be a real hardship on all of these people who live on limited income and do not see any benefit to us. We are looking at a \$20,000 estimated assessment, then to hook up to the water main would probably be around \$8,000. Now you get a quarterly water bill, plus if you want to take out insurance in case of breakage in your line that is another bill. In this day and age, we are not looking for bills. We are looking to cut costs and keeping our bills down. So I am opposed to it.

Ann Monaco, 96 Longmeadow Road

As I was looking over the estimates, I think it is ridiculous of the price that you are asking for. I discussed this with my family and I will have to be opposed. Thank you.

Jim Canganelly, 89 Longmeadow Road

I am undecided right now. I called Pat Carey, and he seems to think that the price is too high for the installation. Prior to it, I was all for it. Is that \$22,000 fixed, or could it be higher?

Alderman Anglace: It is not fixed. It depends on going out to bid for the project, doing the engineering then we would definitely know what the price would be.

Jim Canganelly: I heard from a gentleman on Cedar Lane (I am not going to mention any names). He just got tied in, and just for the tie in was \$8,500 more attached to the \$22,000.

Alderman Anglace: I guess there is 3 more to be heard from. We have 4 yes and 5 no, and 1 undecided.

Peter Surovov: For the people who are against the project, it is very understandable. I am one of those retired people and it is a hardship for them for them to come up with \$20,000 +, so maybe there is another solution? A way to finance this?

Alderman Anglace: If the other 3 people that we have not heard from assuming they are in favor of the project, that would give us a total of 7 yes and 5 opposed, and 1 that is undecided to go either way. It does not seem that would be significant to commit. Judging by what we have done in the past, we would not consider that significant enough to go forward with the project. It would not be fair to burden 5 or more people with the cost; it needs to be significant. We can do a couple of things from here: The Board can consider what has been said and we can see if we are able to reach a consensus (to go or not to go forward), or you can go out to bid which does not cost anything. We can go out to bid on the project. Is that possible, Bob? We can then get a firmer idea of the cost based on the bids so you have more information to make your decision on.

Robert Kulacz: I really would not recommend it because when contractors find out that we did it for cost estimates, they are not going to be happy that they spent their time and energy. These numbers are ballpark; basically it is \$100 per foot for the water main to be installed and back filled.

Alderman Anglace: Do you feel like they are pretty credible?

Robert Kulacz: Yes.

Alderman Anglace: Based on the credible numbers that you had given, the consensus seems to be 4 that are in favor, 5 opposed and 1 that is undecided. I will turn it to the Board. Board member McGorty from the Fourth Ward is not here tonight; she is sick.

Member from the public: When will this cost assessment happen?

Alderman Anglace: This cost assessment will happen after the project is complete. Whatever the length of time that it takes to go out to bid and complete the project. Following that, they consolidate all of the costs, they give us final numbers, we hold another public hearing on the assessment. Then following that public hearing on the assessment, then it gets voted on. It becomes final.

Member of the public: Does the City of Shelton pay for the linear footage in front of those wetlands and all of that?

Alderman Anglace: It is not linear footage; it is based on the number of properties served. So we will pick up the cost on two properties. That is already in Bob's estimate. Is any member of the Board interested in making a motion?

Alderman Simonetti: I would like to make a motion if Bob agrees that they allow to poll each family; to receive an answer from each household because it is so close.

Alderman Simonetti made a MOTION to do a written poll via mail. SECONDED by Alderman McPherson. A voice vote was taken and the motion was passed unanimously.

Alderman Anglace: We will then get a better picture of how it will impact everyone, and we will make a decision following that. The City Engineer will send out a letter to each property owner, send back your ballot and then we will precisely know how all 13 property owners feel. We will make the decision then.

Member of the public: Will there be another public meeting on that?

Alderman Anglace: The next time we will meet is when we receive all responses, and we would take it up on the agenda for the next month.

Member of the public: What if this goes forward and someone happens to sell their house?

Alderman Anglace: Once the assessment is made, it is made to the property. That assessment would go with the property.

Member of the public: Say you listed the property for \$350,000. Does the \$30,000 go on top of that? Or taken out of that?

Alderman Anglace: Whatever you sell the house for has nothing to do with that.

Member of the public: It is going to affect the sale of the house. In other words, it is money going into the house to pay for this assessment. Someone is going to pay for it. Each person here has a house on Longmeadow Road. Is their house going up \$30,000 in value instantaneously if this gets approved? You are paying \$25,000 for tearing up the street to be put in a water main, and another \$8,000 to hook up.

Alderman Anglace: You are putting the money into it, of course. If I sold a house and I owned it...

Member of the public: Are you going to be able to get that money because property values are not increasing in value that fast?

Alderman Anglace: I cannot answer that. That is a market question.

Alderman Simonetti: Whenever we have these projects come before us, after the fact when they are put in we get very good results from the people saying they really

appreciate having a good source of water. Their costs have gone down from repairing, replacing, fixing, drilling new wells. The benefit is when you are selling and someone is buying the house, they are buying a house with a good water supply. The idea is that you are going to get more people interested in the house and the price would probably be more. Whether you get the money back will depend on how long you hold onto the house. Normally we have had a very good success, and most people say thank you for doing it. It was an expense to them but it did work out. I leave you with that thought because the next person that is going to buy the house is going to look and see if the water system works well. The cost of replacing pipes in the whole house can be extremely high; even more than what you are looking at the assessment. I leave you and everyone else at this time.

Alderman Anglace: I hope we have answered your questions to the best we can to inform you, as to what the process is. We will keep you informed after the poll is taken.

Robert Kulacz: Would you like 30 days to return the ballot, in order for everyone to get a change to digest the situation?

Alderman Anglace: I think it should be much less than 30 days.

Robert Kulacz: I will set it up we have it in receipt for Friday, before the next Full Board meeting.

Alderman Anglace: The point is we would like to send out the poll, get the results and be in the position for next month's Aldermen meeting (not the one that is coming up in two weeks, but the one after that), then we will be able to make a decision.

Alderman Anglace has closed the Public Hearing for Longmeadow Road (#79-#113) Water Main Extension Request.

Being no further comment, Alderman Anglace **MOVED** to close the Public Hearing on Ordinances on January 23, 2018.

There being no other speakers, the Public Hearing on Ordinances was closed at 8:00 pm.

ADJOURNMENT

Alderman Simonetti **MOVED** to adjourn the Public Hearing on Ordinances; **SECONDED** by Alderman McPherson. A voice vote was taken and hearing was adjourned.

Respectfully submitted,
Brittany Gannon

Brittany Gannon, Clerk