

# PERSONNEL RULES & REGULATIONS



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## CHAPTER 1 GENERAL PROVISIONS

### 1-1 Purpose

The purpose of these Rules and Regulations is to establish and operate, as required by Chapter 8 of the Town Charter, a system of personnel administration based on merit principles and in conformity with recognized principles of public personnel administration for the recruitment, selection, employment, transfer, removal, discipline and welfare of employees in the classified service.

This manual has been written to assist employees in understanding the practices and procedures of the Town of Cheshire (“the Town”) and applies to all employees. It is to be used as a reference to provide a general overview and is intended for informational purposes only. Union employees are advised to refer to their union contracts which, in all instances, take precedence over this manual, wherever a conflict exists between the two documents.

**Nothing in this manual, or any other Human Resources document (including policies, procedures, memoranda or benefit plan descriptions), creates a promise of continued employment. This manual is not intended to create, nor should it be construed as, a contract of employment. Neither this manual nor any other Town policy, procedure, or communication creates an employment contract, term or obligation of any kind on the part of the Town. No employee of the Town has the authority to make promises or statements to the contrary. Employees are employed at will unless they are entitled to continued employment pursuant to a contract or applicable law. At-will employment may be terminated by the employee or the Town with or without notice for any lawful reason.**

This manual contains the policies and practices of the Town which are in force at the time of publication. Please read this manual thoroughly as all previously issued manuals and any previous policy statements or memoranda on these subjects are superseded by this manual. As an employee, you are responsible for abiding by the Town's rules and policies. The Town reserves the right to revise, modify, delete or add to any and all practices or procedures described in this manual at any time, with or without advance notice and at the Town's sole discretion.

This manual does not contain all the information that you will need during the course of your employment, and you will receive additional information and instructions from the Town from time to time. You should also review the Town Code and the Town Charter

which provide additional information about the Town's personnel rules and regulations. If you have any questions regarding this manual or any Town policy, program, procedure, practice or benefit, contact your immediate supervisor or the Director of Human Resources.

## **1-2 Applicability**

These Rules and Regulations shall be applicable to all employees in the classified service except that if a conflict between said Rules and Regulations and the provisions of any applicable collective bargaining agreement exists, the latter shall prevail. The classified service shall be defined to include appointees to all positions now or hereafter created except the following:

1. All elective officers and persons appointed to fill vacancies in elective offices;
2. Members of boards, commissions, committees and authorities and any officers appointed by same;
3. The Town Manager, Town Attorney and other officers appointed by the Town Council;
4. Persons employed in a professional capacity to make or conduct a temporary and special inquiry, study or investigation;
5. Persons employed for a temporary period not exceeding three (3) months;
6. Employees of the Board of Education unless said Board requests that nonprofessional employees of the Board be included.

The remaining non-union, non-elected employees shall be governed and directed by these Rules and Regulations.

## **1-3 Types of Employees**

1. Regular Full-Time Employee

An employee who is employed in a position to work 35 hours or more per week on a regular schedule throughout a 52 week period.

2. Regular Part-Time Employee

An employee who is employed in a position to work on a regular schedule throughout a 52 week period of less than 35 hours per week but not fewer than 20 hours per week.

3. Part-Time Employee

An employee who is employed in a position to work on a regular schedule throughout a 52 week period of less than 20 hours per week.

4. Temporary Employee

An employee who is employed in a position to work on either a full-time or Part-time basis for a period not to exceed three months.

5. Intermittent Employee

An employee who is employed in a position to work on either a full-time or Part-time basis for a period greater than three months but less than forty weeks per year.

**1-4 Management Rights**

The Town of Cheshire shall have the sole right, responsibility and prerogative of management of affairs of the Town and direction of the working force, including but not limited to the following:

1. To determine the care, maintenance, and operation of equipment and property used for and on behalf of the purposes of the Town.
2. To establish or continue policies, practices and procedures for the conduct of Town business and from time to time, to change or abolish such policies, practices or procedures.
3. To establish or discontinue processes or operations or to establish or discontinue their performance by employees.

4. To select and to determine the number and types of employees required to perform the Town's operations.
5. To employ, transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons at the Town's sole discretion.
6. To prescribe and enforce rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town provided such rules and regulations are made known to the employees affected by them.

**1-5 Additional Regulations**

The Town Manager and Department Heads, with the approval of the Town Manager, may issue additional regulations, not inconsistent with these Rules and Regulations, deemed necessary for the conduct of the operations of the various departments of the Town.

**1-6 Adoption, Amendment and Revision**

These Rules and Regulations, and any amendments or revisions thereto, shall become effective upon being approved by the Town Council and filed by the Town Manager with the Town Clerk. Copies of the Rules and Regulations and any amendments and revisions shall be distributed to all members of the classified service.

Nothing in these Rules and Regulations shall be construed to deprive any covered employee of any vested right that the employee may have earned by virtue of previous service in a position included under a collective bargaining agreement.

No amendment of these Rules and Regulations shall operate to deprive any covered employee of benefits due to the employee hereunder as of the effective date of such amendment including those benefits previously granted by Town Charter, Town Council Resolution or Town Manager's Order. Benefits due upon separation of employment shall be based upon the provisions of the Rules and Regulations in effect on the date of separation, except for those benefits previously granted by Town Charter, Town Council Resolution or Town Manager's Order.

**1-7 Responsibility of the Town Manager**

The Town Manager shall be the Personnel Officer of the Town and as such shall be responsible for the proper administration of these Rules and Regulations. The Town Manager shall normally review these Rules and Regulations at least annually and report to the Town Council in June of each year as to whether or not any amendments or revisions are necessary.

**1-8 Nondiscrimination**

The Town is committed to equal employment opportunity. The Town will not discriminate against employees, interns, or applicants based on the individual's race (including protective hairstyles); color; religious creed; age; sex; pregnancy, child-bearing capacity, lactation, sterilization, fertility or related medical conditions; marital status; national origin; ancestry; present or past history of mental disabilities; mental retardation; learning disability or physical disability; sexual orientation; genetic information; veteran status; uniform service member status; or any other status protected by applicable law. Employees who discriminate against or harass an employee, intern, or applicant based on a legally protected status will be subject to disciplinary action, up to and including termination.

Employees who a reasonable accommodation for religious reasons, pregnancy (including childbirth or related conditions, such as lactation), or disability should speak with the Human Resources Director.

With regards to specific accommodations for employees due to pregnancy, childbirth or lactation:

The Town will provide reasonable accommodations for employees due to pregnancy, which is defined to include pregnancy, childbirth, or a related condition, including but not limited to, lactation. The Town will not limit, segregate, or classify the employee in a way that would deprive her of employment opportunities due to pregnancy or discriminate against an employee or applicant on the basis of her pregnancy. Unless there is an undue hardship, the Town will make a reasonable accommodation for an employee or applicant due to her pregnancy. The Town will not force an employee or applicant affected by pregnancy to accept a reasonable accommodation if she does not have a known limitation related to her pregnancy or does not require a reasonable accommodation to perform the essential duties related to her employment. The Town will not require, although it may permit, an employee to take a leave of absence if a reasonable accommodation can be provided in lieu of such leave. The Town will not retaliate against an employee in the terms, conditions, or privileges of her employment based upon her request for a reasonable accommodation. Examples of reasonable accommodations may include being permitted to sit while working, more frequent or

longer breaks, periodic rest, assistance with manual labor, job restructuring, light duty assignments, modified work schedules, temporary transfers to less strenuous or hazardous work, time off to recover from childbirth or break time and appropriate facilities for expressing breast milk.

## **1-9 Non-Harassment**

The Town promotes a harmonious, productive work environment in which no employee is subject to any form of harassment, discrimination, or intimidation. This applies whether the conduct occurs in person, over the phone, via email or text message, or through other media, whether or not it occurs during working time. The Town strives to create a workplace where all employees are treated with respect and dignity. It is the Town's policy to prohibit harassment by or of any employee, intern, or applicant on the basis of age, ancestry; citizenship; color; familial status; gender identity; lawful source of income; national origin; physical, mental, or learning disability; race (including protective hairstyles); religion; sex; sexual orientation; status as a Vietnam era or Special Disabled Veteran; or any other characteristic protected by federal, state, or local laws.

While it is not easy to precisely define harassment, it includes slurs, epithets, threats, derogatory comments, unwelcome jokes, teasing, sexual advances, requests for sexual favors, and other similar verbal or physical conduct such as uninvited touching of a sexual nature or sexually-related comments. Sexual harassment can occur between members of the same sex or members of the opposite sex. Harassment can also include unwelcome conduct which is sufficiently severe or pervasive to create an unprofessional or hostile working environment.

In addition, gossiping, disseminating information about (except as necessary to fulfill job duties), and/or teasing an employee about his or her health, appearance, mannerisms, or similar characteristics will not be tolerated and may result in discipline, up to and including discharge.

Any employee, intern, or applicant who feels that he or she is a victim of harassment or retaliation or becomes aware of harassment of another employee should immediately report the matter to the their department head, the Director of Human Resources, or the Town Manager. If an employee makes a report to any of these members of management and the person either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee must report the matter to another individual listed in this policy.



Violations of the Non-Harassment Policy will not be tolerated and will result in corrective action, up to and including discharge. Every report of harassment will be investigated as deemed appropriate by Town management and corrective action will be taken, as management deems appropriate. The Town will not tolerate any form of retaliation against individuals who report unwelcome conduct to management, or against those who cooperate in the investigation of such reports. Prohibited retaliation includes but not is not limited to negative remarks, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make impartial employment recommendations, and adversely affecting working conditions or otherwise denying any employment benefit to an individual.

Good faith complaints of harassment should be reported immediately and will be taken seriously but bad faith reports of harassment will also be taken seriously. If anyone is found to intentionally allege harassment that is known not to be true, such cases will also be investigated and disciplinary action, up to and including discharge, will be taken if appropriate.

## CHAPTER 2 CLASSIFICATION PLAN

### 2-1 Classification Plan

The Town Manager is responsible for the preparation of a position classification plan including a written definition of each class of positions in the Town service that describes the duties, authority and responsibilities characteristic of positions properly included in the class. The plan, and any amendments, thereto, shall be effective upon recommendation of the Town Manager and approval by the Town Council.

### 2-2 Administration of the Classification Plan

1. Classification of Positions - Each classified position is in a class with those positions which are sufficiently similar with respect to difficulty, responsibility, and character of work as to require the same amount of experience and training for satisfactory performance and to merit equal pay within the established pay range for that class.
2. Position Descriptions
  - a. A job description is a written description of each class in the classification plan. Each job description includes a job title; a description of the

representative duties and the general level of responsibility and authority of the work; a statement of qualification requirements for satisfactory performance of the work; and other pertinent information. The job description will be standard for classifying individual positions and for determining when reclassification is warranted.

- b. The statements of the job descriptions are descriptive and not restrictive. They indicate the kinds of duties and level of responsibilities assigned to the class, but do not limit power of a department head or supervisor to direct, assign, and control the work of the employees under his/her supervision. The use of examples illustrating the duties should not be construed to exclude others not mentioned which are of similar kind and quality.
  - c. All Town employees will be given a copy of their appropriate job description and will be furnished new ones, if their positions are reclassified. Copies of job descriptions for all Town positions are maintained in the Town Manager's Office and may be reviewed by any Town employee.
3. Annual Review of Job Descriptions - At the time of the annual employee evaluation and development discussion between the supervisor and employee, the employee's job description will be thoroughly reviewed to note any significant changes which may have taken place in the employee's job. The supervisor with the employee's assistance, will prepare a description of changes, additions, or deletions required in the job description as necessary and will forward these changes to the Town Manager for classification review.
  4. Reclassification - Reclassification of positions will occur when the duties of a position merit transfer to another class reflecting its duties, authority, and responsibility.
    - a. Changes in the job description noted at the time of the yearly evaluation will be reviewed by the Town Manager for changes significant enough to warrant reallocation to another class, or a rewriting of the job description. The appropriate department head will be notified of positions that have been reallocated, and a new job description will be forwarded for the supervisor and employee.
    - b. At other times during the year, new functions or responsibilities, new programs, or a reorganization within a department may result in such major changes in a position that a reclassification may be warranted. Supervisors who note significant changes in a position will submit a new proposed job description to

the Town Manager, specifying new and/or changed duties, and recommending the appropriate class reclassification.

5. Amendment of the Classification Plan - Existing positions may be revised or abolished and new positions added upon recommendation of the Town Manager and approval of the Town Council.
6. Maintenance of the Classification Plan - From time to time, the Town Manager will re-evaluate the entire classification plan to assure accurate and equitable maintenance of the system.

### CHAPTER 3 PAY PLAN

#### 3-1 Pay Plan

There shall be a pay plan with pay schedules consisting of pay levels directly comparable to the classification levels in the classification plan. Each pay level (or classification level) shall have established minimum, midpoint, and maximum pay rates. Except as otherwise provided in these Rules and Regulations, no employee shall receive pay at other than within the pay rate established for the classification level of his/her position.

#### 3-2 Maintenance and Adoption of the Pay Plan

The Town Manager will periodically prepare and recommend a pay plan as described above which shall become effective upon approval of the Town Council. The recommendations of the Manager will be based upon consideration of all factors relevant to the maintenance of sound compensation practices in the Town service. Such factors will include pay practices of public and private employers in the area for comparable work; the cost of living; other benefits received by Town employees; suggestions from department heads; and the ability of the Town to recruit and retain qualified personnel.

During the life of an approved pay plan, the Town Manager shall have the authority to make and approve changes in employee compensation resulting from such personnel actions as reclassifications, merit pay increases, promotions, demotions and transfers or because of abolishment, modification or establishment of classes within the approved budget.

### 3-3 Pay for Performance

Merit increases, promotions, and other salary actions such as performance awards, probationary increases, bonuses and other longevity payments are based upon acceptable performance (merit) and are not considered to be automatic or based on length of service alone.

### 3-4 Pay Administration

1. Starting Rates - An employee appointed to a position should normally be compensated at the minimum rate of pay assigned to the class to which the position is allocated; subject to the approval of the Town Manager, however, appointment at a salary above the minimum step may be made upon written certification by the Town Manager that such action is justified by exceptional qualifications of the applicant or by lack of qualified applicants available at the minimum rate. Conversely, with the approval of the Town Manager, appointment below the minimum may be made where the only available candidate possesses less than the minimum qualifications for a classification.
2. Probationary Period - To advance from the minimum pay rate to the subsequent pay rate after initial appointment, the employee must successfully complete a probationary period preparing him or herself adequately for satisfactory performance of his or her job. The Department Head must certify the employee's satisfactory performance at the completion of the probationary period in order for the employee to receive his or her first merit increase. Similarly, a probationary period must be satisfactorily completed by newly promoted employees before they will be eligible for a merit increase. (The term "probationary period" as used above is defined and explained in Chapter 6).
3. General Increases - General pay increases will be granted to all employees except those who are on a probationary status, i.e. all employees who have been employed by the Town for less than 180 days. Probationary employees shall be eligible to receive general pay increases upon successful completion of their probationary period. Employees who are in positions for which an annual stipend is the only method of compensation will not receive general pay increases but adjustments to the annual stipend will be made in accordance with budgetary allowances.
4. Rate of Pay on Transfer or Demotion - When a regular employee is transferred from a position in one class to a position in another class at the same pay rate, or is transferred with no change in class, he/she shall continue to be paid at the same rate. When a regular employee is demoted to a lower classification level, his or her salary

shall be set at the rate in the lower pay level that provides the smallest decrease in pay.

5. Pay for Temporary Assignment Outside Classification - When an employee is temporarily assigned via personnel action to a position in a class with a higher minimum rate of pay (working out of classification) for periods of four consecutive weeks or more, the Town Manager may grant a pay increase to the starting rate of that class or a higher rate of pay which provides a pay increase for the duration of the temporary assignment. Written notice from the employee's present and future supervisors requesting the temporary assignment and pay change shall be forwarded to the Town Manager prior to the effective date. This notice shall be filed in the employee's record in order to reflect experience in a different class that may serve to add to the employee's total qualifications.
  
6. Basis of Pay
  - a. Hourly Paid Employees - Employees paid on an hourly basis will be paid for the actual number of hours worked during a pay period times the hourly rate, and time and a half for hours over 35 in a workweek.
  
  - b. Salaried Employees - Employees paid on a salary basis will be paid by dividing the annual salary rate by the number of pay periods per year.
  
  - c. Part-Time Employees - Part-time employees will be paid on a proportional basis for the actual hours worked in a pay period times the appropriate salary or hourly rate.
  
7. Initial or Final Pay - Upon commencement or termination of employment, a salaried employee shall be paid in the initial or final work week for days actually worked at a proportional rate of pay unless he/she has worked the entire normal work week established for the employee's particular department and position, in which instance he/she shall be paid the basic weekly rate for his/her position. Employees who separate from Town employment in good standing shall receive payment for all earned salary and unused vacation for which they are eligible subject to deduction for any indebtedness in accordance with approved deduction forms.
  
8. Payroll Deductions - The Town will automatically deduct from an employee's pay check the employee's share of the cost of social security, Federal and State income taxes and any other authorized deductions.

9. Effective January 1, 2017, all employees will be paid through direct deposit.
  
10. Safe Harbor. It is the policy of the Town that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable; however, the Town may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.
  
11. Thus, exempt employees may be subject to the following partial-week salary deductions, except where prohibited by law, but only for the following reasons:
  - Absences of one or more full days for personal reasons, other than sickness or accident;
  - Absences of one or more full days due to sickness or disability after your paid time off has been exhausted;
  - Absences (including partial-day absences) taken pursuant to the Family and Medical Leave Act;
  - Suspensions for violations of safety rules of major significance;
  - Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary;
  - Negative paid time off balances, in whole day increments only.

Any questions that you may have about your paycheck or the deductions made should be addressed to the Payroll Office.

## CHAPTER 4 HOURS OF WORK AND OVERTIME

### 4-1 Hours of Work

1. Full Time Employees - Department Heads, with the approval of the Town Manager, shall determine the normal work week and hours of work for their departments provided that no non-exempt full time employee shall have a work week of more than 40 hours when averaged over any 28 day period without approval from the Town Manager.

2. Regular Part-Time, Part-Time and Temporary Employees - Department Heads shall determine the hours of work for regular part-time, part-time and temporary employees under their authority with the approval of the Town Manager.

#### 4-2 Meal Periods

A meal period, without pay, of one-half hour shall be provided for each employee at times designated by the Department Heads. The Town Manager may authorize the inclusion of meal periods as time actually worked for shift-type positions.

#### 4-3 Rest Periods

The Town Manager may authorize the inclusion of a 10 minute rest period during each half of the daily schedule as time actually worked. Department Heads shall determine the schedules for rest periods.

#### 4-4 Overtime

1. Overtime Administration - The Department Heads may prescribe reasonable periods of overtime work to meet operational needs. Complete records of overtime of employees shall be maintained.
2. Positions Exempt from Overtime - Supervisory, professional and administrative personnel (employees in pay grades E1 through E5) have an obligation that goes beyond the fixed work schedules and they shall not be paid for overtime work except under exceptional circumstances and with prior written approval of the Town Manager. The Town Manager may also grant compensatory time off for said personnel as he deems to be in the best interest of the Town.
3. Overtime Compensation
  - a. When a regular full-time employee in pay grades L-1 through L-7 and N-1 through N-4 inclusive is required to work in excess of the employee's normal work day or work week, the employee shall receive payment at the rate of one and one-half times his/her regular hourly rate; or the employee may request compensatory leave equivalent to one and one-half times the hours worked in excess of the normal work day or work week in lieu of payment to be taken at a time mutually agreeable to the employee and the Department Head at some time during the fiscal year, not to be accumulated in an amount no greater than the

total number of hours worked regularly by the employee each week (i.e. 35 per week employees may have no more than 35 compensatory hours accumulated at any one time, 20 hour per week employees may have no more than 20 compensatory hours accumulated at any one time). The Department Head, with the approval of the Town Manager, may allow an employee to carry over compensatory time to the next fiscal year to be used in the first thirty (30) days of the new fiscal year when the Department Head feels that compensatory time earned in the latter part of the fiscal year could not be reasonably used during the fiscal year in which the compensatory time was earned.

- b. An eligible employee, as referenced above, shall receive two times his/her regular rate of pay when required to work overtime on a Sunday or Holiday.
  - c. Vacations, holidays and paid sick leave will be considered as work days for the purpose of computing overtime.
4. Compensation for Call-Back - When an eligible employee as referenced in 4-4.3(a) after departing from his/her regularly scheduled shift, is officially ordered to report back to work for emergency service, he/she shall be compensated for a minimum of 2 hours at the appropriate overtime rate.

## CHAPTER 5 RECRUITMENT, SELECTION AND APPOINTMENT

### 5-1 Recruitment

- 1. Recruitment Policy - Individuals shall be recruited from a geographic area as wide as is necessary to assure obtaining well-qualified candidates for the various types of positions.
- 2. Announcement - The Town Manager shall cause to be made known all vacancies for all positions in the classified service by posting announcements of such vacancies on official bulletin boards and/or in newspapers and other publications, as the Town Manager deems advisable.
- 3. Recruitment Expenses - While it is the policy of the Town to recruit local persons, it is recognized that various staff, professional and supervisory positions may require recruitment from outside the area to obtain well-qualified applicants. Accordingly, in recruiting for and filling positions of this type, the Town Manager may authorize



payment of expenses for an applicant's trip for a personal interview. Reimbursable expenses may include an allowance for transportation, meals, and lodging.

4. Applications Forms - Applications for employment shall be accepted at any time. Each candidate for municipal employment shall make application on the standard form prescribed and provided by the Town Manager. Such information may be required as is deemed necessary in order to judge the applicant's fitness for services in the Town. Applications shall not be returned but will remain on file for one (1) year, after which they may be destroyed in accordance with State Records Administrator approval. For certain positions the Town Manager may require the submission of a resume and other pertinent data in lieu of or in addition to the standard application form.

## 5-2 Selection

1. Selection Policy - Selection and appointment to all Town positions will be based solely upon job-related requirements and the applicant's demonstration that he or she possesses the skills, knowledge, abilities and other characteristics necessary for successful job performance and career development.
2. Selection Procedures
  - a. Determining Examination Devices - The Town Manager or his designee shall determine which examining device or combination of devices will be used to evaluate the relative fitness of each candidate for the position.
    1. The device selected will relate to the duties and responsibilities of the position for which candidates are being examined and shall fairly appraise and determine the merit, fitness, ability and qualifications of competitors to perform the duties of the position.
    2. A variety of devices may be employed, including reference, education and police background checks; personal interviews; assessment of training, education and work experience; physical examinations; written, oral and performance tests; and inquiries into moral character or other attributes, if necessary. Each device utilized, including personal interview will be administered and scored on a standardized basis to insure equity.
    3. An examining plan will be prepared describing the specific skills, knowledge or abilities to be measured by each examining procedure selected; the importance weighting of each part of the examination process

and the method to be used in evaluating each candidate against the others. This plan will be retained for use in documenting the job-relatedness of the selection.

- b. The Examination Process - The examination process will result in a ranking of candidates as “qualified”, “highly qualified” or “most qualified” in order to determine their relative ability to perform the job.
  - 1. The Town Manager or his designee will review the applications of all candidates to determine whether each candidate meets the minimum requirements established for the positions. Candidates who do not meet these requirements will be so notified and eliminated from further consideration.
  - 2. Qualified candidates will be examined in accordance with the examining plan established for the position.
  - 3. Scores or ratings obtained on the various selection devices used will be combined based on the weights assigned to them in the examining plan to derive a final ranking of each candidate as “qualified”, “highly qualified” or “most qualified.”
- c. Certification Process - Based on the final rankings, the Town Manager or his designee will certify to the appropriate authority the names of those candidates rated as “most qualified” with preference given to current Town employees. If there are fewer than three candidates rated as “most qualified”, the certifying official may offer the names of the best qualified among those rated as “highly qualified” to assure that the appointing authority may select from three candidates.
- d. Notification of Applicants on Selection or Non-Selection - All candidates will be informed in a timely manner of their selection or nonselection for the position.
- e. Documenting the Selection Process - A record of the recruiting, examining and appointing procedures used will be retained for a reasonable period after the vacancy is filled for purposes of documenting the job-relatedness and equity of each. This record will include: a copy of the appropriate job description; vacancy announcements and examining plan; a listing of the sources and methods of recruitment; the applications of all those who applied; and each

candidate's score, relative standing or other measures on each aspect of the examining plan.

### 5-3 Appointment

1. Method of Appointment - All vacancies in classified positions shall be filled by regular appointment, temporary appointment, promotion, demotion or transfer. Only candidates who are at least qualified shall be recommended for appointment to a classified position. The Town Manager shall approve appointments to all Town positions that are subject to the policies and procedures set forth in this manual prior to filling the vacancy.
  - a. Regular Appointments - A regular appointment indicates that an employee is to work for the Town in either a full or part-time capacity on a regular and continuing basis. Every employee who receives this type of appointment shall serve a probationary period following the original appointment in accordance with the provisions of Chapter 6 of these rules. Upon certification of the Department Head that the employee has satisfactorily completed the probationary period, the employee's status of employment shall be changed from probationary to regular and the employee shall be eligible for all benefits offered by the Town, as provided herein.
  - b. Temporary Appointment - When a position in the Town service is limited in duration, such as for special projects, or requires the services of an individual on an irregular, intermittent or seasonal basis, the Town Manager may appoint from among the best qualified candidates who will accept employment under these conditions. Persons hired under this type of appointment will be paid on an hourly or daily basis and shall not be eligible for any benefits offered by the Town unless the employee appointed is already a Town employee receiving benefits.
2. Physical Examinations - Applicants may be required to pass a physical examination prior to appointment after receiving a conditional offer of employment to Town service in order to assure that the individual is physically able to perform the essential functions of the position with or without a reasonable accommodation. After appointment to the Town service, the Town Manager may require a physical examination to ensure that an employee is still physically able to perform the duties of his/her position. When required, the physical examination shall be performed by a practicing physician appointed by the Town. The cost of any such examination shall be paid by the Town. The Town reserves the right to perform pre-employment drug and alcohol screening.

#### 5-4 Residence Requirements

The Town Manager may require appointees to certain positions to live within the Town of Cheshire, if the Manager deems it is in the best interest of the Town. An appointee who must relocate to the Town shall be afforded a reasonable period of time to do so, as determined by the Town Manager.

#### 5-5 Relocation Expenses

An appointee who is required to relocate to the Town of Cheshire may be reimbursed for transportation, moving, house sale and purchase, and other miscellaneous expenses as may be approved by the Town Manager up to a dollar amount which shall be periodically reviewed and approved by the Town Council.

### CHAPTER 6 PROBATIONARY PERIOD

#### 6-1 Probation

1. Objective of Probationary Period - The probationary or working test period shall be regarded as an integral part of the examination process. It shall be utilized by supervisors and Department Heads for closely observing the new or promoted employee's work and conduct; for securing the most effective adjustment of a new employee to the position; and for rejecting any employee whose performance does not meet the required work standards.
2. Duration of Probationary Period - Every person promoted or appointed to a regular position shall be required to complete successfully a probationary period which shall be of sufficient length to enable the Department Head to observe the employee's ability to perform the essential duties pertaining to the position. The probationary period shall begin immediately upon original appointment or promotion and continue for at least 180 calendar days. The probationary period may be extended for up to another 90 calendar days if the Department Head thinks a longer working test period is necessary in order to determine whether the employee should be retained in the position. Throughout the probationary period the Department Head will observe the employee's performance and any strengths or weaknesses in the employee's performance will be discussed with the employee.
3. Probation Expiration - At least ten days prior to completion of the probationary period, the Department Head will notify the Town Manager's office in writing that:

- a. The employee's performance was satisfactory and that the individual should be retained as a permanent employee in this position and should be granted a merit increase.
- b. The employee's performance or conduct was unsatisfactory, and that his/her removal is proposed as of a recommended date. The Department Head will furnish reasons for the recommended removal, and may terminate the employee upon the Town Manager's approval.
- c. An extension of the probationary period is desired for additional observation and the employee will continue in position temporarily during the extension, if granted. No merit increase shall be granted until the employee has completed the extended probationary period. The extension may be up to an additional 90 calendar days.

The Department Head shall provide written notice of the employment decision to the employee.

4. Removal of a Probationary Employee

- a. An employee may be removed during the probationary period by the Department Head with approval of the Town Manager if, for example, the employee is unwilling or unable to perform his/her required duties or if his/her habits or dependability do not merit his/her continuance in the position. The employee will be notified in writing why he/she is being terminated and the effective date of the action. The employee may not appeal his/her removal, unless he/she feels the reason for his/her termination is based on discrimination because of race (including protective hairstyles); color; religious creed; age; sex; pregnancy, child-bearing capacity, lactation, sterilization, fertility or related medical conditions; marital status; national origin; ancestry; present or past history of mental disabilities; mental retardation; learning disability or physical disability; sexual orientation; genetic information; veteran status; uniform service member status; or any other status protected by applicable law. In this case, he/she may appeal his/her removal within ten days of receipt of the removal notice to the Town Manager.
- b. An employee may also be removed by a Department Head at any time if it is revealed that information submitted prior to appointment was intentionally false or misleading.

**CHAPTER 7**  
**PROMOTIONS, TRANSFERS, DEMOTIONS AND SEPARATIONS**

**7-1 Promotion Policy**

The Town encourages employees to develop skills, attain greater knowledge of their work and make known their qualifications for promotion to more responsible and difficult positions. No supervisor shall deny an employee permission to apply for a promotion opportunity in any Town office or department. When the Town Manager determines that an insufficient number of well-qualified employees are available from within the classified service, he may require consideration of applicants along with employees in order to provide an adequate number of candidates for consideration.

**7-2 Transfer Policy**

Transfer of an employee from one position to another without change in grade may be effected when:

1. The employee meets the qualification requirements;
- or
2. It is in the best interests of the Town; or
3. Further training and development of an employee in another position would be beneficial to the future staffing potential of the Town; or
4. It meets a personal need of the employee and is consistent with 1 and 2 above.

**7-3 Demotion Policy**

An employee may be demoted to a position of a lower grade, for which he/she is qualified, for any of the following reasons:

1. When an employee would otherwise be laid off because his/her position is being abolished, his/her position is reclassified to a lower grade, lack of work, lack of funds, or because of the return to work from authorized leave of another employee to such position in accordance with these rules.
2. When an employee does not possess the necessary qualifications to render satisfactory service in the position he/she holds.
3. When an employee voluntarily requests such demotion.

#### **7-4 Types of Separation**

All separations of employees from positions in the classified service shall be designated as one of the following types and accomplished in accordance with the manner indicated:

1. Resignation
2. Layoff
3. Removal
4. Disability
5. Death
6. Retirement
7. Dismissal

#### **7-5 Conditions of Separation**

At the time of separation, all records, assets, or other items of Town property in the employee's custody shall be transferred to his/her Department Head. In the event of a shortage in the above, an amount representing the value of unreturned property shall be collected through appropriate action. Only if a valid authorization exists to withhold payment from the final paycheck for unreturned property may such action be taken.

#### **7-6 Payment of Earned Compensation and Leave Upon Separation**

Employees who separate from the Town service in good standing shall receive payment for all earned salary and unused vacation leave for which they are eligible, subject to 7-5 above.

#### **7-7 Resignation**

An employee may resign from the Town service in good standing by submitting in writing the reasons therefore and the effective date to the Department Head at least 14 calendar days in advance. A shorter period of notice because of extenuating circumstances may be permitted. Failure to comply with this rule may be cause for denying future employment with the Town.

#### **7-8 Layoff**

When a position must be discontinued or abolished because of a change in duties, reorganization, lack of work, or lack of funds, the Department Head shall submit a report to the Town Manager together with a recommendation as to the employee(s) to be laid off.

1. Order of Layoff - The Town Manager shall determine the order of layoff of employees on the basis of the relative suitability for the jobs that remain and length of continuous service with the Town, except that no regular employee shall be separated while there is a temporary or probationary employee in any class in that department performing duties for which the regular employee is at least equally qualified, and applies in writing for that other position.
2. Notice of Layoff - Regular employees subject to layoff shall be notified in writing four (4) calendar weeks prior to the effective date, but in an emergency, not less than two (2) calendar weeks.

#### **7-9 Removal**

At any time during the probationary period the Town Manager or other appointing authority may separate, in accordance with Chapter 6 of these Rules, an employee whose performance does not meet the required standards.

#### **7-10 Disability**

An employee may be separated for disability when he/she cannot adequately perform the essential duties of his/her position because of physical or mental impairment and cannot be reasonably accommodated. Action may be initiated by the employee, his/her legal representative, or the Town. In all cases in which the employee will be separated involuntarily due to disability, the decision must be supported by medical evidence acceptable to the Town Manager. The Town may require an examination at its expense and performed by a physician of its choice to determine the employee's fitness for duty and/or need for accommodation.

#### **7-11 Death**

Separation shall be effective as of the date of death. All compensation due in accordance with 7-6 above shall be paid to the estate of the employee, except for such sums as by law may be paid to the surviving spouse.

#### **7-12 Retirement**

Eligible employees shall be separated as provided for in the Town of Cheshire Retirement Plan (see Code of Ordinances).



As a general guideline, because of certain concerns and considerations regarding the qualified status of the Retirement Plan for the Employees of the Town of Cheshire (the "Town Plan") and employees enrolled in the 457 or 401(a) plans, an employee of the Town of Cheshire who experience a bona fide termination of his or her employment with the Town of Cheshire and who has begun to receive a distribution of his or her accrued benefit from the Town Plan and a distribution from the 457 or 401(a) may not continue to perform services as an employee of the Town or apply for re-employment with the Town unless such individual: (i) has been terminated from employment with the Town for a period of at least six (6) months from the actual date of his or her termination; and (ii) will not be performing full-time service as an employee of the Town in the same position from which he or she terminated employment with the Town.

Notwithstanding the above general guidelines, the Town shall, prior to a rehire as contemplated in this policy, also consider other applicable criteria which are intended to determine whether such rehire would potentially constitute a "sham" termination/retirement based upon internal Revenue Service guidance. This may be amended to address changes in applicable law, regulation or policy.

### **7-13 Dismissal**

At any time during or after the probationary period, a department head, with the approval of the Town Manager, may dismiss an employee whose performance does not meet the required performance standards or for disciplinary reasons in accordance with the applicable sections of these Rules and Regulations.

## **CHAPTER 8 PERFORMANCE EVALUATION**

### **8-1 Purpose**

The Town recognizes the need for a performance evaluation system to:

1. Assess fairly and accurately an employee's strengths, weaknesses, and potential for growth;
2. Encourage and guide the employee's development of his/her special skills and work interests;

3. Assure the granting of increases and consideration for more complex work based on merit;
4. Provide a method of improving operational programs through employee input; and
5. Identify training needs.

## **8-2 Annual Employee Evaluations**

The annual evaluation is the summary of the supervisor's observations of the employee during the past year and a summary of the performance in terms of a variety of job-related factors. The evaluation will normally also include a plan to develop strengths, identify and improve weak areas, and record the employee's observations of work assignments in the last year. Proper use of the performance evaluation serves as a means for identifying work requirements and keeping employees and supervisors informed of them, identifying training needs, helping improve individual performance, recognizing outstanding accomplishments, helping to strengthen employee-supervisor relationships, emphasizing the employee's contribution to the Town's programs, and help to identify strengths and weaknesses in the Town's programs.

## **8-3 Procedure**

The Town Manager shall be responsible for the establishment and maintenance of the employee performance evaluation system. Employee evaluation is the continuing day-to-day responsibility of the supervisor. Annually and prior to effecting any merit increase, the supervisor will make a written evaluation of the employee's performance.

1. *Basis of Evaluation* - The written evaluation shall be completed on a form presented by the Town Manager and shall include, at a minimum, a rating of the employee in the following categories: knowledge of work; quantity of work, quality of work; initiative; and cooperation. In each category the employee will be rated as exceeds requirements, meets requirements, does not meet requirements. An overall rating of each employee shall be determined resulting from a compilation of the ratings in each category.
2. *Employee-Supervisor Discussion* - The supervisor will conduct a thorough review and discussion of the evaluation with the employee. The employee shall certify that he/she has reviewed the evaluation and may attach comments to same. If there is a second supervisory level, that supervisor shall also review the evaluation, sign it, and make comments if desired. The Town Manager shall also review, sign and may

comment on all employee evaluations. The employee shall have the opportunity to discuss his/her evaluation with the second level supervisor and the Town Manager if desired.

3. Distribution - The employee evaluation shall be filed in the employee's personnel file and copies shall be provided to the employee and the Department Head.

## CHAPTER 9 LEAVE

### 9-1 General Policy

Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with these rules on the basis of the work requirements of the departments and, whenever possible, the personal wishes of the employee.

### 9-2 Procedure for Requesting Leave

All leave other than holiday, sick or injury leave must be requested and approved by the Department Head prior to taking of leave. In the case of request for sick leave, employees shall notify the Department Head in accordance with Section 9-5 of these rules. Requests for leave without pay must be made in writing and approved by the Department Head and the Town Manager. An employee will not be paid for any absence from scheduled working hours unless such absence is approved in advance by the Department Head. A copy of all leave granted to employees will be filed promptly with the Town Manager.

### 9-3 Holidays

1. The following holidays for regular full-time and regular part-time employees, in a paid status, shall be granted with pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
	Christmas Day

When Christmas Day falls on a Thursday, then the following day shall be a holiday; and when Christmas falls on a Tuesday, then the preceding day shall be a holiday.

2. Saturday Holidays - When any of the above holidays fall on a Saturday, the holiday will be observed on the preceding Friday.
3. Sunday Holidays - When any of the above holidays fall on a Sunday, the holiday will be observed on the following Monday.
4. Work on Holidays - Employees who perform work on holidays shall be paid at two times their regular rate of pay for hours actually worked on the holiday, in addition to the amount to which they are entitled as holiday pay, except when such hours are part of an employee's normal work schedule, in which case employees shall be paid at their regular rate of pay.
5. Holidays Falling on Vacation Days or Days Off - If a holiday should fall on an employee's scheduled day off or vacation day, the employee will be granted equal time off.
6. Pay Status - In order to receive pay for a holiday, an employee must be in a work or paid leave status on his/her scheduled work day immediately preceding and following the holiday.
7. Holidays for Part-time and Temporary Employees - Part-time employees whose normal work week is 20 hours or more shall be paid according to the number of hours they would be scheduled to work on the day observed as the holiday. Part-time employees whose normal work week is less than 20 hours and temporary employees shall not be eligible for holiday leave with pay.

#### **9-4 Vacation Leave**

1. Policy - Regular full-time employees, except as noted in 9-4.3, shall be granted a leave with pay for the purpose of taking a vacation. No employee, however, shall be eligible for a vacation unless the employee has attained the status of a regular employee by satisfactorily completing the probationary period. The vacation year for each employee shall commence on his or her anniversary date of employment. Vacation leave is based on length of service and is accrued and earned on a monthly basis as follows:

Length of Continuous Service	Vacation Leave Earned Per Year
1 year but less than 5 years	10 days
5 years but less than 10 years	15 days
10 years but less than 15 years	20 days
15 years or more	1 additional day per year of service to a maximum of an additional 5 days.

Vacation leave will be recorded in hours per the charts found in the back of this document beginning on page 43 for employees who work 40, 35, 30, 28, 25, 20, 19, 18, 17.5, 17.25, 15, 12 and 9 hours per week.

2. *Vacation for Department Heads* - The vacation leave earning schedule in 9-4.1 above shall not apply to Department Heads and Exempt Employees (those classified in pay grades E1 through E5). The Town Manager shall determine the amount of vacation leave that each Department Head and Exempt Employee shall earn per year.

Vacation Leave Earned For Employees Under 9-4.2

Employees awarded 3 weeks' vacation at the start of employment		Employees awarded 4 weeks' vacation at the start of employment	
15 days	Start	20 days	Start
16 days	6 years	21 days	11 years
17 days	7 years	22 days	12 years
18 days	8 years	23 days	13 years
19 days	9 years	24 days	14 years
20 days	10 years	25 days	15 years
21 days	11 years		
22 days	12 years		
23 days	13 years		
24 days	14 years		
25 days	15 years		

Vacation leave will be recorded in hours per the charts found in the back of this document beginning on page 43 for employees who work 40, 35, 30, 28, 25, 20, 19, 18, 17.5, 17.25, 15, 12 and 9 hours per week.

3. *Vacation for Regular Part-time and Part-time Employees* –Regular part-time and part-time employees shall earn vacation leave in proportion to their normal work week as averaged over the preceding 52 weeks in accordance with the schedule in 9-4.1 above.
  
4. *Use of Vacation Leave* - An employee may take earned vacation leave during the employee’s vacation year with advance authorization from his or her supervisor except that no employee may take more than two weeks at a time without the written approval of the Department Head and the Town Manager. A maximum of 10 days of earned vacation leave may be carried over to the next vacation year with the approval of the Town Manager. If an employee wishes to be paid prior to taking vacation leave, he/she shall notify the Department Head at least ten days in advance of the last pay period prior to going on vacation. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation except upon termination. Vacation time may be taken in one hour increments.

Employees hired after July 1, 2009, shall not be permitted to maintain vacation balances that exceed their annual vacation allotment plus ten days.

5. *Break in Service* - Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.
  
6. *Transfers* - An employee who is transferred between departments shall retain all accrued vacation credit.
  
7. *Advanced Vacation* - No employee may take vacation leave beyond the amount earned except in the most unusual cases. Requests for advanced vacation must be submitted by the Department Head to the Town Manager in writing, and no advanced vacation shall be approved without a written agreement signed by the employee using the appropriate form that he/she will reimburse the Town if he/she leaves the Town service before earning the vacation credit taken
  
8. *Vacation Scheduling* - The Department Head will determine the annual vacation schedule, taking into consideration the best interest of the Town, the particular needs of the department and the desire of the employee. A conflict in scheduling

vacation leave among several employees will be resolved by the Department Head on the basis of such factors as seniority, merit, particular assignments of employees, and upcoming department workload.

9. *Vacation Leave Upon Separation of Employment*
  - a. For employees hired prior to July 1, 2003, who are eligible for vacation and whose employment is terminated shall be paid an amount not to exceed their annual vacation allotment plus ten days. For those employees whose balances exceed their annual vacation allotment plus ten days as of July 1, 2003, the amount paid at termination for any days in excess of their annual allotment plus ten days shall be paid at the July 1, 2002, daily pay rate.
  - b. An employee who has more than their annual vacation allotment plus ten days may exchange twenty-five days for one year of additional credited service in the pension formula in lieu of payment for the days exchanged. Partial exchanges or partial service credits shall not be permitted.
  - c. An employee who has received vacation pay or taken a vacation which, upon termination of employment, has not been accrued will have the amount of unearned vacation pay previously received deducted from the final pay due the employee in accordance with the prior written authorization.
  - d. Employees hired after July 1, 2003, shall not be paid for any balances that exceed their annual vacation allotment plus ten days.
10. *Death of Employee Eligible for Vacation* - Upon the death of an employee who is eligible for vacation, payment shall be made to the estate of the deceased employee in an amount equal to the vacation earned but not used.
11. *Vacation as Sick Leave* - Vacation time may be used by employees in addition to, or in lieu of sick leave, with the approval of the Town Manager.
12. *Holiday During Vacation* - An employee will be granted an additional day of vacation if, while on vacation, a designated holiday occurs which falls in the employee's regular work week.
13. *Sickness While on Vacation* - An employee who becomes ill while on vacation leave may not charge such illness to sick leave unless the illness exceeds three vacation

days and the employee files a physician's certificate describing the nature and duration of the illness with his/her Department Head.

14. The salary of an exempt employee will be docked for absences of one or more full days due to sickness or disability after available paid time off has been exhausted.

## **9-5 Sick Leave**

1. Policy--Regular full-time employees, regular part-time employees, and part-time employees shall be eligible for sick leave with pay upon satisfactory completion of 680 hours of employment, at which time the employee shall be credited with sick leave earned retroactive to his/her date of employment. No more than 40 hours of sick leave may be used during the probationary period. Sick leave shall be accrued at a rate of 8.7500 hours per month (105 hours per year) to a maximum accumulation of one thousand fifty (1050) hours for thirty five (35) per week employees and adjusted accordingly for eligible forty, thirty, twenty-eight, twenty-five and twenty hour per week employees. Temporary employees shall not be eligible for sick leave. Additionally, to be eligible to use any accrued time, an employee must have averaged at least 10 hours per week during the most recently completed calendar quarter

2. Sick Bank--The Town will establish a sick leave bank for situations in which a nonunion employee or a union employee whose sick bank has been depleted incurs a medical condition of the employee or a family member that will require the prolonged/extended absence of the employee from duty and will result in a substantial loss of income to the employee due to the exhaustion of all paid leave available, apart from the leave-sharing plan. Nonunion employees may voluntarily donate up to five (5) sick days per year from their own accumulated sick leave for use by the sick non-union employee or the union employee whose sick bank has been depleted. A non-union employee or a union employee whose sick bank has been depleted who believes he/she has suffered a catastrophic illness or injury and has exhausted his/her sick leave benefits may apply to the Town Manager for sick days from this sick leave bank. Employees are eligible to receive leave only after their request has been approved and all other available paid leave has been exhausted. If the Town Manager determines that a non-union employee or a union employee is eligible, then the employee will be advanced such sick days as are available in the non-union sick bank, not to exceed sixty (60) days.

Any leave received by the employee will be paid at the employee's normal rate of compensation. Donated leave may be converted to reflect differences in pay rates. all leave transferred under this plan must be used for medical leave by the recipient. The program will not liquidate the donated leave and simply pay cash to the recipient.



3. Use of Sick Leave - Sick leave shall not be considered a privilege that an employee may use at his/her discretion, but rather shall be used only for the following purposes:

- an employee's illness, injury or health condition;
- the medical diagnosis, care or treatment of an employee's mental illness or physical illness, injury or health condition;
- preventative medical care for an employee;
- to care for an employee's member of his/her immediate family defined here as spouse, parents, child, sister, brother, guardian, foster parent, foster child, mother-in-law, father-in-law, grandchild or relatives living in the employee's household for illness, injury or health condition (maximum of 40 hours per year, unless taken in conjunction with FMLA)
- the medical diagnosis, care or treatment of an employee's child or spouse's mental or physical illness, injury or health condition (maximum of 40 hours per year, unless taken in conjunction with FMLA);
- preventive medical care for a child or spouse of an employee (maximum of 40 hours per year, unless taken in conjunction with FMLA);
- enforced quarantine in accordance with public health regulations;
- where an employee is victim of a family violence or sexual assault (maximum of 40 hours per year, unless taken in conjunction with FMLA)
  - for medical care or psychological or other counseling for physical or psychological injury of disability;
  - to obtain services for a victim services organization;
  - to relocate due to such family violence or sexual assault; or
  - to participate in any civil or criminal proceedings related to or resulting from such family violence or sexual assault; or,
- for any other reason otherwise authorized by law

An employee may charge up to twelve hours of sick leave in two-hour increments within the fiscal year to cover medical appointments during the beginning or end of his/her workdays or to cover illness or incapacitation during the workday which necessitates leaving the workplace early. This time will not be charged as sick leave if the employee makes up the time during the pay period in which the time was missed.

Sick leave may be taken in increments of one hour.

At separation of employment, an employee may exchange seventy-five days of accrued sick leave for one additional credited service in the pension formula in lieu of payment for the days exchanged as allowed under 9-5.9. Partial exchanges or partial service credits shall not be permitted.

4. Report of Illness - On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than two hours after the beginning of his/her scheduled work assignment, except that where a relief employee is required such report must be made at least one hour prior to the beginning of his/her scheduled work assignment. Nothing in this section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this section due to extenuating circumstances.
5. Proof of Need - A Department Head may require proof of need for authorized sick leave. Employees may be required to submit a physician's certification or participate in a fitness for duty examination in order to be eligible to return to work following illness. In the event of leave related to family violence or sexual assault, certification must be provided from a court, a victim services organization, an attorney, a police officer, or a counselor to support the need for leave. The Town may investigate any absence for which sick leave is requested, to the extent permitted by law.
6. Extended Sick Leave - The Town Manager may authorize, in his sole discretion, extended sick leave at 75% of the employee's regular salary in the event that an employee exhausts his/her accumulated sick leave. Said authorization shall be based upon the employee's previous record of such leave, job performance, length of service and medical condition.
7. Abuse of Sick Leave - Abuse of the sick leave privilege shall be considered sufficient cause for disciplinary action up to and including dismissal.
8. Absence Due to Injury or Illness Incurred While in Employment of Others – Normally, an employee may not use sick leave for an absence resulting from an injury or illness incurred while in the employ of others. An employee who has not yet used 40 hours of sick time in the calendar year may use the remaining amount of a 40-hour limit for such an injury or illness.
9. Reward for Perfect Attendance - Regular full-time and regular part-time employees who have successfully completed their probationary periods shall receive one (1) day off with pay for each six months of perfect attendance (excluding authorized leave for vacation, holidays, personal leave and bereavement leave) commencing with the employee's date of employment. Time off earned in accordance with this provision must be taken within 12 months of the date it is earned. Sick leave taken to cover medical appointments shall not disqualify an employee for the perfect

attendance reward if the employee works at least one half of their regular scheduled day.

10. Payment for Accumulated Sick Leave - Upon retirement, death or voluntary resignation, an employee shall receive credit for accumulated sick leave as follows and payment for same shall be made within 30 days of the employee's retirement, death or voluntary resignation. In the event of an employee's death, the payment shall be made to his/her estate.

Years of Service	Percentage of Accumulated Sick Leave to be Paid
5 but less than 10	15%
10 but less than 15	25%
15 or more	33%

11. The salary of an exempt employee will be docked for absences of one or more full days due to sickness or disability after available paid time off has been exhausted.

## 9-6 Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties.

Employees of the Town are covered by worker's compensation insurance and are paid stated amounts due to injuries sustained on the job. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive full pay during his/her absence, for a period not to exceed six months in any twelve-month period. In the case of injuries causing temporary disability and for absences of three days or less, the Town shall pay the employee's regular salary for such period since payments are not made under worker's compensation insurance for such accidents. In the event of permanent total disability resulting from an accident occurring on the job, supplemental payments may be made for a period not to exceed six months in any twelve-month period.

1. Payments on Injury Leave - All payments on injury leave shall be made subject to the same rules and regulations as worker's compensation insurance and shall not be payable if the accident shall have been due to intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.

**9-7 Compensatory Leave**

Compensatory leave may be granted in accordance with Chapter 4 of these Rules and Regulations. It is for leave for compensatory time earned in lieu of cash payment for overtime and shall be used in accordance with 4.4.3a of these regulations. Compensatory time shall not be accrued for the purpose of cashout at the time of separation. Compensatory leave may be taken in one-hour increments.

**9-8 Bereavement Leave**

An employee shall be granted bereavement leave of up to five (5) days with pay for the death of a spouse, child or parent. An employee shall be granted leave of up to three (3) days with pay when death occurs in the employee's immediate family which is defined here to include: grandparent, sister, brother, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or relative in the employee's household. A leave of one (1) day with pay shall be granted upon the death of an aunt, uncle, niece or nephew. The Town Manager may increase such leave for good and sufficient reason. The intent of this leave is to attend services and to the affairs of the deceased.

**9-9 Military Leave**

An employee entering the regular military service or military reserves will be provided a leave of absence without pay as required by Federal Law.

1. Re-Employment Rights - An employee who applies within specified periods after military service will be restored to his or her prior position or one of like status and pay which the employee is qualified to perform. The period an individual has to make application for reemployment or report back to work after military service is based on time spent on military duty. For service of less than 31 days, the service member must return at the beginning of the next regularly scheduled work period on the first full day after release from service, taking into account safe travel home plus an eight-hour rest period. For service of more than 30 days but less than 181 days, the service member must submit an application for reemployment within 14 days of release from service. For service of more than 180 days, an application for reemployment must be submitted within 90 days of release from service. Dishonorable discharges and other discharges that do not require re-employment under federal law may result in the employee not being re-employed by the Town.
  
2. Retention of Benefits - Upon return from military leave, an employee will be reinstated with the same rights and benefits earned prior to taking such leave.

3. Military Reserve Duty - Each officer and employee of the Town who is a member of the reserve corps of any branch of the armed forces of the United States shall be entitled to leave while engaged in required field training in such reserve corps without any loss or reduction of vacation or holiday privileges or be prejudiced by reason of such absence with reference to promotion or continuance in office or employment or to reappointment to office or to reemployment. While engaged in such training, each officer or employee who is a bona fide member of the reserve corps of any branch of the armed forces shall receive the difference between compensation for military activities and Town salary or compensation, provided, if compensation for military activities exceeds the amount due as such officer or employee, military compensation shall prevail. The period of absence in any calendar year shall not exceed thirty days.
  
4. Involuntary Call Up – Any full-time employee who is involuntarily called up for active duty as a reservist or National Guard member shall receive from the Town a sum equal to the difference between the employee’s gross regular pay otherwise payable by the Town and his/her gross compensation from the military for military activities for a period not to exceed 180 calendar days. The differential payment shall not exceed the actual number of days served on active duty. Such employee shall continue to receive medical, life and deferred compensation benefits for themselves and his/her dependents for a period not to exceed 180 calendar days unless provided by the United State Government. Sick leave, vacation and pension benefits shall continue to accrue for the period of time spent on active duty while eligible for the pay differential.
  
5. Employee Responsibility – It is the employee’s responsibility to:
  - a. Upon receipt of military orders or other official notification, he/she will notify his/her department head of the date he/she will enter the military or military service, except when military necessity prevents the giving of notice or the giving of notice is otherwise impossible or unreasonable.
  
  - b. Provide written proof from military or selective service officials to the department head, indicating date of departure and length of service required upon return if the period of service exceeded 30 days. Employees are encouraged to provide a copy of orders, the annual drill schedule, or other type of documentation to employers as soon as available and, if possible, before the commencement of military duty.

## 9-10 Other Leave With Pay

Employees may be granted leave with pay in accordance with the following:

1. Administration Leave
  - a. Training - With the approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings - which enhance the employee's value to the Town.
  - b. Special - The Town Manager may authorize either full or partial days off in addition to those already authorized in these rules to permit closing of some of all Town offices in such instances as severe snow storms, public celebrations and days of mourning.
2. Jury Duty - Employee shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular salary that, together with the jury pay, equal his/her total salary for the same pay period in compliance with the applicable Connecticut General Statutes for jury duty. The employee shall notify his/her Department Head of the scheduled jury duty in advance.
3. Personal Leave – Regular full-time and regular part-time employees who have successfully completed their probationary period may take a maximum of two days per year as personal leave. Such leave may be taken for any good and sufficient personal reason at such time as the Department Head shall agree. Such leave shall be taken in the one-year period beginning with the employee's anniversary date of employment. However, regular full-time and regular Part-time employees of the Library who are not members of the Library Union may take a maximum of three days per year as personal leave. A "day" of personal leave is computed at a rate of the number of hours worked per week divided by five days.

## 9-11 Federal Family and Medical Leave

The Town participates in the federal Family and Medical Leave Act of 1993 ("FMLA"). At this time, it does not participate in the Connecticut Paid Family and Medical Leave Act. In accordance with the FMLA and in order to accommodate the needs of our employees, the Town has adopted the following Family and Medical Leave Policy. Should a portion of this Policy be found to be inconsistent with the law, as amended, the language of the law shall prevail.

**Eligibility For and Duration of Leave:**

To be eligible for a leave of absence under this policy, you must have completed at least 12 months of employment and have worked at least 1,250 hours during the 12 month period immediately prior to the commencement of the leave. Previous periods of employment with the Town may be counted to meet the 12-month service requirement under certain conditions.

Except as otherwise expressly stated herein, the maximum duration of a leave of absence under this policy is 12 weeks during the 12 month period measuring forward from the date the employee's first FMLA leave begins.

FMLA leave can be taken all at once or, under certain circumstances, on an intermittent or reduced leave schedule. Employees who request intermittent leave or a reduced leave schedule for planned medical treatment must arrange medical treatments and appointments to minimize work disruptions. The Town can transfer such employees temporarily to positions that permit them to take intermittent leave or reduced leave schedules with limited work interruptions.

**Reasons for Leave:**

If you are eligible to take a leave, you may do so for any of the following reasons:

- The birth of your child and to care for that child. Leave for this purpose must conclude within 12 months following the child's date of birth.
- The placement of a child with you for adoption or foster care. Leave for this purpose must conclude within 12 months of the placement of the child.
- To care for your spouse, child or parent who has a serious health condition.
- Your own serious health condition which causes you to be unable to perform one or more of the essential functions of your position.
- For qualifying exigencies (e.g., short-term notice deployment, military events, child care and school activities, financial and legal arrangements, counseling, post-deployment activities) arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation ("qualifying exigency leave").

Eligible employees can take up to 26 weeks (calculated from the first day of the leave for this reason) of unpaid FMLA leave in a single 12-month period:

- To care for spouse, son, daughter, or next of kin who is in the armed services and is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. (“military caregiver leave”).

26 weeks in a single 12-month period may be used for military caregiver leave only. Qualifying exigency leave is limited to 12 weeks in a 12-month period.

Additional provisions and requirements concerning military leave apply and should be addressed with the Town Manager.

Employees can take FMLA leave for their biological children; adopted children; foster children; stepchildren; legal wards; or children for whom employees have day-to-day responsibilities to care for or financially support. Children must be under age 18 unless they are incapable of self-care because of a physical or mental disability (as defined under the federal Americans with Disabilities Act) at the time that FMLA leave begins.

Employees cannot take FMLA leave for parents-in-law.

If two spouses work for the Town, they are limited to a combined total of 12 weeks (or 26 weeks if eligible) of FMLA leave because of the birth, adoption, or foster care placement of a child, to care for a parent with a serious health condition, or to care for a covered service member with a serious injury or illness. Spouses remain eligible to take FMLA leave individually for other FMLA-qualifying reasons from the time that remains out of the original 12-week leave designation.

**Notice and Information Required:**

If you desire a leave of absence under this policy, you must submit a request in writing to the Town Manager at least 30 days prior to the start of the leave when the need for such leave is reasonably foreseeable (as in the case of a birth, placement or adoption of a child, or a planned medical treatment for a serious health condition.) Otherwise, you must provide as much advance notice as possible. Failure to provide timely notice may result in a delay in gaining approval for the leave of absence.

If FMLA leave is taken because of employees’ or their family members’ serious health condition, employees must provide a completed Certification of Health Care Provider form which can be obtained from the Personnel Department. If leave is foreseeable, employees must provide at least 30 days in advance of the leave. Failure to provide certification, when foreseeable, will result in a denial of leave until such certification is obtained. If the need for leave is not foreseeable, employees must complete and submit



medical certifications to the Town within 15 calendar days from the date of the Town's request or as soon thereafter as practicable under the circumstances.

The Town may require employees to obtain a second medical certification from a health care provider that is selected and paid for by Town. If the Town receives a medical opinion from the second health care provider that is different from employees' health care provider, the Town may require employees to obtain a third medical certification from a third health care provider also paid for by the Town. The third health care provider's medical opinion is considered to be the final medical opinion.

Under certain circumstances, the Town can require recertification of employees' or their family members' medical conditions. The Town will not require second or third opinions or recertification of a covered service member's serious injury or illness or qualifying exigency.

#### **Pay and Benefits During FMLA Leave**

FMLA leave is unpaid. However, the Town requires employees to substitute all accrued vacation, sick and personal time for FMLA unpaid leave. Employees must comply with the Town's policies on accrued paid leave when such leave is substituted for unpaid FMLA leave. FMLA leave taken after employees' accrued vacation, personal, and sick time is exhausted, is unpaid.

The Town maintains group health plan benefits for eligible employees on FMLA leave. Employees must continue to pay their portion of the premium while they are on FMLA leave and are notified how to make the payments for their share of their group health plan premiums during leave. Employees can be required to reimburse the Town for any group health insurance premiums paid during leave if employees do not return to work from leave.

#### **Reinstatement:**

- 1) If you return to work at the conclusion of an approved leave under this policy, you will be restored to the same or an equivalent position, with equivalent pay, benefits, and other terms and conditions of employment.
- 2) If you do not return to work at the conclusion of an approved leave under this policy, to the extent permitted by law, you will be considered to have voluntarily resigned from employment with the Town.

Employees returning from leave who were on leave because of their own serious health condition may be required to submit proof of their ability to return to work in the form of a medical certification.

**Discrimination Prohibited**

It is the Town's policy not to discriminate against an employee who has requested a leave or for otherwise exercising rights pursuant to this policy. Any complaints in this regard should be brought to the attention of the Town Manager and/or First Selectman..

Please contact the Town Manager if you would like further information pertaining to this policy. This policy is subject to change at any time within the provisions of the Family and Medical Leave Act.

**9-12 Organ and Bone Marrow Donor Leave**

Pursuant to state law, employees who have worked for the Town for at least 1,250 hours during the previous 12-month period may request leave in order to serve as an organ or bone marrow donor, provided such employee may be required, prior to the inception of such leave, to provide sufficient written certification from the physician of such employee or an advanced practice registered nurse of the proposed organ or bone marrow donation and the probable duration of the employee's recovery from such donation.

**9-13 Other Leaves of Absence Without Pay**

The Town Manager, upon recommendation of a Department Head, may grant a regular full time or part time employee a leave of absence for a period not to exceed one year upon written request of the employee, stating reasons for the request. Leave without pay shall be granted only when it will not result in undue prejudice to the interests of the Town. No leave shall be granted primarily in the interests of the employee, except in the case of an employee who has shown his or her record of service to be of more than average value to the Town and whose service it is desirable to retain even at some sacrifice.

1. Reinstatement - Upon expiration of a regularly approved leave with or without pay, the employee shall be reinstated to the position held at the time leave was granted, without loss of seniority, status, or benefits. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, may be cause for dismissal. Employees shall advise their supervisor two weeks prior of the date of their return.

**9-14 Absence Without Leave**

An absence of a non-exempt employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of these rules shall be deemed an absence without leave. Any such absence shall be without pay and may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive work days, or on three (3) separate occasions for less than a total of three (3) days without notifying his/her Department Head or immediate supervisor of the reasons for such absence or absences shall be considered to have resigned from the Town service.

**CHAPTER 10  
RETIREMENT AND OTHER BENEFITS AND COMPENSATION**

**10-1 Retirement Plan**

There is a retirement plan for all employees hired prior to June 30, 2009, which is described in the Town of Cheshire Code of Ordinances; and which may be amended by the Town Council from time to time. Employee contributions to the retirement plan will increase by .25% effective July 1, 2014. Regular full-time and regular part-time employees, hired prior to June 30, 2009, who did elect the option to participate in the Town's 457 (b) Deferred Compensation Plan, excluding sworn police personnel, are not eligible to join the retirement plan. Anyone hired on or after July 1, 2009 can only participate in the Town's 457(b) Deferred Compensation Plan which is described in Section 10-1.3. The cost of said plan shall be paid for by the Town.

1. Any employee hired after April 1, 2001, will have the option to participate in the Town's 457 (b) Deferred Compensation Plan. Such participation will be in lieu of participation in the Town's Retirement Plan. Effective July 1, 2009, the Town will contribute an amount equal to 5% of the participant's wages to this Plan. However, if the participant contributes at least 1% of their wages, the Town's contribution will be 6% of the participant's wages. The participant can also contribute to the Plan up to the maximum limits permitted by the Internal Revenue Services Code governing this Plan.
2. Any employee hired prior to July 1, 2008, will have a one-time service option to closeout participation in the Town's retirement plan as described in 10-1 above and to be enrolled in the Town's 457 (b) Deferred Compensation Plan at the percentage contribution in effect at the time of the enrollment. The Town contribution will be 6% effective July 1, 2008.

3. Any employee hired after July 1, 2009, is not eligible to participate in the Town Retirement Plan and shall participate in the Town's 457 (b) Deferred Compensation Plan, with a contribution of 5% of the participant's base wages, and not the Town of Cheshire Retirement Plan. However, if the participant contributes at least 1% of their wages, the Town's contribution will be 6% of the participant's wages. The participant can also contribute to the Plan up to the maximum limits permitted by the Internal Service Code governing this Plan.

#### **10-2 Social Security**

Compensation paid to eligible employees shall be subject to deductions for the tax under the Federal Insurance Contributions Act. The Town contribution shall be as required by Federal law. Deductions from employee pay will be made in each payroll period in accordance with Federal law. Benefits shall be established by the Social Security Act as amended.

#### **10-3 Workers' Compensation**

The Town provides Workers' Compensation insurance coverage in accordance with the requirements of the General Statutes of the State of Connecticut.

#### **10-4 Medical and Life Insurance**

1. *General-* Eligible employees, as described in 10-4.2b may elect to participate in the Town of Cheshire group medical and life insurance plans for the individual employee and/or his family in accordance with terms and conditions of said plans. The Town and the employee shall share the costs of premiums in accordance with the coverage option selected by the employee.

The Town of Cheshire will provide employees the option to select and enroll the employee and eligible family members in one of the following plans:

- a. High Deductible Health Plan
- b. Open Access Plan

##### **High Deductible Health Plan**

The Town will offer alternate coverage through a High Deductible Health Plan which shall be in lieu of the Open Access Plus. Such plan shall be required to have the following deductibles and co-insurance.

- \$2,000 individual, \$4,000 for two person or family coverage effective January 1, 2020.
- 0% in network co-insurance;
- 20% co-insurance out of network;
- Out-of-pocket maximums; \$1,500 individual or \$6,000 two person or family coverage; out-of-network only.
- Prescription coverage managed by Cigna included in the above deductibles with co-pays of \$5, \$10 and \$15 after the deductible is reached.

The Town will contribute each year into a Health Savings Account (HSA), established by the employee, who selects the High Deductible Health Plan, \$1,000 for single coverage and \$2,000 for two person or family coverage. Employees selecting the High Deductible Health Plan shall be required to contribute towards the cost of the insurance 9% effective January 1, 2020; 10% effective thirty (30) days after the effective of this change; 11% effective January 1, 2022; 12% effective January 1, 2023; and 13% effective January 1, 2024.

**Open Access Plus**

Managed by Cigna with a \$35 per visit co-payment, emergency room visits subject to a \$100 co-payment per visit, inpatient visits subject to a \$500 co-payment per visit, outpatient visits subject to a \$250 co-payment per visit, urgent care visits subject to a \$75 co-payment per visit, specialist office visits \$45 per visit co-payment with three tier prescription coverage managed by Cigna with prescription co-pays of \$15, \$40 and \$50 with employees required to contribute 16% of the premium cost share effective August 13, 2019; 17% effective thirty (30) days after the effective date of this change; 18% effective on July 1, 2021; 19% effective July 1, 2022; and 20% effective July 1, 2023.

Effective July 1, 2021, for those employees who maintain participation in the wellness incentive program and meet the employee-specific health goals established by the wellness program provider, a health care premium share rate 2% lower than the applicable premium set forth above in Section 10-4 will be in effect.

To qualify to receive the wellness incentive premium share rate reduction that the employee in the twelve months immediately preceding the start of the program year shall complete a personalized health assessment and a personalized biometric screening; and at least one of the following preventive services such as annual

physical; annual OB/GYN exam, mammogram, colon cancer screening and prostate cancer screening. Flu shots are recommended but do not count toward the three requirements.

The insurance carrier shall provide to the Town on or about June of each year the names of employees who have qualified for the premium share reduction.

Each full-time employee may elect to participate in the co-pay dental plan with Dental Rider A or an equivalent plan for the individual employee and his/her family.

The Town will continue to provide a Section 125 plan for contributions to the medical insurance plans, to the extent allowed by law.

2. Eligibility

- a. Regular full-time and regular part-time employees, employed prior to July 1982, shall be eligible for participation in the various plans upon appointment in accordance with the terms and conditions of said plans, and the Town shall pay the full cost of all premiums.
- b. Regular part-time employees, employed on or after July 1982, shall be eligible for participation in the various plans upon appointment in accordance with the terms and conditions of said plans. The payment of premiums shall be as follows:

Work Week	Town Pays	Employee Pays
30 or more hours per week	100%*	0%
25-29 hours per week	75%	25%
20-24 hours per week	50%	50%

\*Less employee contribution as stated in 10.4.1

3. Amount of Group Life Insurance

- a. Regular full-time employees classified in pay grades E1 through E5 shall be provided group life insurance in an amount equal to two times the employee's annual salary.

- b. All other eligible employee shall be provided with Group Life Insurance in accordance with the following schedule:

Amount of Insurance	Length of Continuous Service
40,000	Less than five (5) years
50,000	Five (5) years, but less than ten (10) years
60,000	Ten (10) years, but less than twenty (20) years
70,000	Twenty (20) years or more

- c. In the event of the death of an employee who is vested in the retirement plan but not eligible to receive any benefit because of age at the time of death, the Town shall assume payment of the medical insurance benefits for the surviving spouse and dependents in accordance with the schedule below, except that in the event that the surviving spouse marries, then payment for said medical insurance by the Town shall cease.

Length of Continuous Service	Length of Time Medical Premiums to be Paid
5 years but less than 10 years	1 year from date of death
10 years but less than 15 years	2 years from date of death
15 years or more	3 years from date of death

4. The Town reserves the right to change insurance carriers and/or to self fund all insurance coverage.
5. In the event there is a conflict between the Rules and Regulations and the insurance policy, the language in the policy controls.
6. The Town will provide non-union full-time employees in pay grades E and N with a long-term disability program to include a benefit replacement percentage of 66.67%, with a maximum monthly benefit of \$6,000, a minimum monthly benefit of \$100, an elimination period of 180 days, a benefit duration of Social Security or Normal Retirement age, a pre-existing condition limitation, a self-reported mental nervous limitation of 24 months and a definition of disability. Eligible employees opting to participate shall pay 100 percent of the individual annual premium per payroll deduction.

**10-5 Uniforms and Special Clothing**

At the Town’s determination, employees may be required to wear uniforms, protective gear or other types of special clothing, however, the Town will provide the uniform, protective gear, special clothing or a clothing allowance for those employees whose work requires that special clothing be worn. The Town reserves the right to determine what uniforms are to be worn, who will wear uniforms, what protective gear is required and how such gear will be worn or used.

**10-6 Transportation, Travel and Other Expenses**

An employee who is required to use his/her personal vehicle in the conduct of official Town business shall be reimbursed for use of same as prescribed by the Town Manager and shall be in compliance with the Town established vehicle use policy. The Town shall also reimburse employees for travel, lodging, meals and other reasonable and necessary business expenses and reimbursement of said expenses shall be in a manner prescribed by the Town Manager.

**10-7 Performance Award**

All regular, full-time and part-time employees in Pay Grades E-1 to E-5, Pay Grades N-1 to N-4 and Pay Grades L-6 and L-7 who have completed a certain number of total years of employment service, that can be non-consecutive years, as of June 30, and who have attained a performance evaluation, as determined by the Town Manager, that “exceeds requirements” shall receive a performance award payment to be paid in July of each year in accordance with the following:

<i>Years of Service</i>	<i>Amount</i>
<i>10 years but less than 15</i>	<i>\$350.00</i>
<i>15 years but less than 20</i>	<i>\$500.00</i>
<i>20 years or more</i>	<i>\$650.00</i>

**10-8 Post Retirement Medical**

Effective January 1, 2007, any regular, full-time employee covered by these Personnel Rules and Regulations who separates from Town employment in good standing, with a minimum of twenty (20) years of service and is fifty-five (55) years of age or older, shall be entitled to two thousand five hundred dollars (\$2,500) each year for a maximum of five (5) years or until the employee is



Medicare eligible, whichever occurs first, to be contributed only towards the premium for single medical coverage. Medical coverage will be Cigna High Deductible Health Care or Open Access Plus Network plans or equivalent coverage of the retiree's choice.

### **10-9 Membership Enrollment**

Upon presentation of membership enrollment at a private health club establishment, the Town will pay up to \$250 per fiscal year towards the cost of participation in physical fitness activities designed to promote employee wellness for any full-time employee in Pay Grades E-1 to E-5, N-1 to N-4 and L-1 to L-9 who has completed at least (1) full year of service as an employee.

## **CHAPTER 11 EMPLOYEE DEVELOPMENT**

### **11-1 Employee Development**

It shall be the responsibility of the Town Manager, Department Heads and supervisors to foster and promote programs of training of employees for the purpose of improving the quality of personal services rendered to the citizens and aiding employees to equip themselves for advancement in the service.

### **11-2 Administration of the Employee Development Program**

The Town Manager shall:

1. Establish standards for training programs.
2. See that training is carried out as approved and shall have prepared certificates or other forms of recognition to persons satisfactorily completing approved courses and programs.
3. Provide assistance to Department Heads in developing and conducting training to meet specific needs of their departments and in developing and utilizing other techniques for increasing employee efficiency.
4. Develop supervisory and management training and other types of training and employee development programs common to all departments.

5. Provide assistance to Department Heads in establishing standards of performance and procedures for evaluating employee efficiency.
6. Keep a record of all approved training courses and programs and a record of employees who successfully complete such courses and programs.

### **11-3 Education Assistance**

Any regular full-time and regular part-time employee shall be eligible for educational assistance if the courses taken are applicable to the employee's position, a degreed program related to an employee's position for which the employee can demonstrate that he/she has enrolled in an accredited degree program, a work-related course offered by a Vocational Technical School or courses which provide continuing education credits/units.

Employees may be reimbursed for actual cost of courses and books up to \$2,400 per fiscal year. Employees shall have course(s) pre-approved by the Department Head and the Town Manager at the start of the semester in order to qualify for reimbursement. Upon successful completion of the approved course(s) with a Grade of "C" or better, the employee may seek reimbursement by submitting the appropriate paperwork, as required by the Town Manager or his/her designee within thirty (30) days of receipt of the grade. The reimbursement shall be made within thirty (30) days of the Town Manager or his/her designee's approval of payment. Employees will be permitted to carry over balances with any course(s) taken from one fiscal year to another fiscal year. Balances owed to an employee after degree or non-degree completion shall be paid until the balance is paid or separation from employment occurs. At the time of separation, any balances existing shall not be paid.

## **CHAPTER 12 CONDUCT OF EMPLOYEES**

### **12-1 General Policy**

A Town employee is prohibited from engaging in any conduct which could reflect unfavorably upon Town service. Town employees must avoid any action which might result in or create the impression of using public office for private gain or giving preferential treatment to any person.

## 12-2 Gifts and Gratuities

A Town employee, either individually or as a member of a group, is prohibited from directly or indirectly soliciting, accepting, or receiving any gift, gratuity, favor, service, loan, entertainment or any other thing of monetary value from any person with whom the employee has had or may reasonably expect to have official relations or from any person within or outside the Town employment whose interests may be reasonably expected to be affected by the employee's performance or nonperformance of official duties. Any such gratuities or gifts which may be tendered shall be returned forthwith to the sender with an expression of thanks and explanation of the Town's policy.

1. *Exceptions* - The only exception to the policy is acceptance of unsolicited advertising or promotional material which have negligible commercial value and which are distributed to the general public or other municipal employees without charge.
2. *Supervisors* - The policies described in all the above sections shall apply to supervisors. In addition, supervisors must avoid placing themselves in a position which could interfere with, or create the impression of interfering with, the objective evaluation and direction of their subordinates. Supervisors who are made aware of any potential misconduct among their employees are responsible for reporting any and all such misconduct.

## 12-3 Outside Employment

An employee may engage in outside of his/her Town employment, except that no outside employment shall be in conflict of interest with Town employment. Accordingly, any employee engaging in outside employment shall advise the Town Manager of same solely for the purpose of determining whether a conflict of interest with Town employment exists. An employee whose outside employment is determined to be in conflict of interest with Town employment or is determined to be interfering with the performance of the employee's regular duties in the employment of the Town shall vacate said additional employment or be subject to dismissal.

1. *Preference of Town Employment* - Any employee who engages in employment outside of his/her regular working hours shall be subject to call to perform his/her regular Town duties first.

## 12-4 Telephone Use

Employee's personal calls on Town telephones shall be held to a minimum and be of short duration. No personal toll calls shall be made on Town telephones except as may

be approved by the employee's Department Head. The employee shall reimburse the Town for the cost of any such toll calls.

### **12-5 Political Activity**

1. General Policy - All employees of the Town shall be free and encouraged to exercise their rights as citizens, to cast their votes, and express their opinions on all political subjects.
2. Federal Limitations - The provisions of the Federal Hatch Act shall apply to those employees engaged in activities financed wholly or in part by grants from Federal agencies; however, the following prohibitions will apply to all employees in order to assure that both the employees and the public are protected against improper political activity in Town service. Employees may not:
  - a. Use their official authority to influence or interfere with or affect the results of an election or nomination for Office;
  - b. Directly or indirectly attempt to coerce, advise or command other Town employees to pay, lend or contribute to a party, committee, organization or person for a political purpose.
3. State Law - To the extent that any general statute of Connecticut applies to political activity in Town employment, such statute must be adhered to.

### **12-6 Obligation to Work**

All employees of the Town are obliged to fulfill the duties and responsibilities of their positions for compensation received. Accordingly, no individual employee may contract out or subcontract to other employees or individuals for the performance of his/her assigned duties.

### **12-7 Sexual Abuse and Misconduct Prevention**

The Town prohibits and does not tolerate sexual abuse or misconduct in the workplace or during any company-related activity or event. The Town provides procedures for employees, volunteers, or any other victims of sexual abuse or misconduct to report such acts. Those reasonably suspected or believed to have committed sexual abuse or misconduct will be appropriately disciplined, up to and including termination of

employment or volunteer relationship, as well as referred to appropriate authorities for criminal prosecution and/or revocation of licensure or certification, as applicable. No employee, volunteer, or other person, regardless of his or her title or position has the authority to commit or allow sexual abuse or misconduct to occur. This policy applies to sexual abuse or misconduct directed toward third parties, such as those receiving Town services. A separate policy governs sexual harassment directed toward Town employees or interns.

### **Definitions and Examples**

Sexual abuse or misconduct may include, but is not limited to:

- Child sexual abuse – any sexual activity, involvement, or attempt of sexual contact with a person who is a minor (under 18 years old) where consent is not or cannot be given;
- Sexual activity with another person who is legally incompetent or otherwise unable to give consent;
- Unwanted sexual advances, flirtations, or propositions;
- Threatening to take or taking employment actions, such as discharge, demotion, or reassignment, if sexual favors are not granted;
- Offering benefits in exchange for sexual favors;
- A sexually hostile environment characterized by inappropriate comments or conduct
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, emails, websites, or posters;
- Written Conduct: e-mails and other written content relating to sex, including obscene letters, notes, or invitations;
- Verbal conduct: making or using derogatory comments, epithets, slurs, jokes based on sex, comments about an employee's body, dress, or way of carrying oneself, including remarks that a man is too feminine, or a woman is too masculine, whistling, or use of stereotypes;
- Verbal sexual advances or propositions;
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes, or invitations;
- Sexual favoritism;
- Unwelcome physical conduct: touching, assault, impeding or blocking movements;
- Communication via electronic or social media that includes any of the above-described conduct or any other form of unlawful harassment; and
- Retaliation for reporting harassment or threatening to report harassment.

The sex of the individuals involved is irrelevant. Perpetrators and victims can be of any gender.

### **Reporting Procedure**

Employees, volunteers, or third parties are required to immediately report suspected sexual abuse or misconduct the Human Resources Director or the Town Manager. It is not required to directly communicate with the person who is the source of the report, question or complaint before notifying any of the individuals listed.

### **Non-retaliation**

The Town prohibits retaliation made against any employee, volunteer, board member, or other person who lodges a good faith complaint of sexual abuse or misconduct or who participates in any related investigation. Making knowingly false or malicious accusations of sexual abuse or misconduct can have serious consequences for those who are wrongly accused. The Town prohibits making false or malicious sexual misconduct allegations, as well as deliberately providing false information during an investigation. Anyone who violates this rule is subject to disciplinary action, up to and including termination of employment or membership and criminal prosecution.

### **Investigation**

The Town will take all allegations of sexual abuse or misconduct seriously and will promptly, thoroughly, and equitably investigate whether misconduct has taken place. The Town may utilize an outside third party to investigate alleged or suspected misconduct. The Town will cooperate fully with any investigation conducted by law enforcement or other regulatory/protective services agencies.

Confidentiality will be maintained throughout the investigatory process to the extent practical and consistent with applicable law. Failure to participate in the investigation, interference with the investigation, and/or falsification of information provided during an investigation is a separate ground for disciplinary action, up to and including termination.

### **Reporting to Law Enforcement or Appropriate Child or Adult Protective Services**

The Town is committed to following the state and federal legal requirements for reporting allegations or incidents of sexual abuse or misconduct to appropriate law enforcement and child or adult protective services organizations. It is the policy of The Town not to attempt to investigate or assess the validity or credibility of an allegation of sexual or

physical abuse as a condition before reporting the allegation to proper law enforcement authorities or protective services organizations.

Covered employees must comply with all applicable laws and regulations regarding child abuse and neglect, including Connecticut General Statutes § 17a-101 as provided below:

**SECTION 17a-101: PROTECTION OF CHILDREN FROM ABUSE.  
MANDATED REPORTERS. TRAINING PROGRAM FOR IDENTIFICATION  
AND REPORTING OF CHILD ABUSE AND NEGLECT.**

- (a) The public policy of this state is: To protect children whose health and welfare may be adversely affected through injury and neglect; to strengthen the family and to make the home safe for children by enhancing the parental capacity for good child care; to provide a temporary or permanent nurturing and safe environment for children when necessary; and for these purposes to require the reporting of suspected child abuse or neglect, investigation of such reports by a social agency, and provision of services, where needed, to such child and family.
  
- (b) The following persons shall be mandated reporters: (1) Any physician or surgeon licensed under the provisions of chapter 370, (2) any resident physician or intern in any hospital in this state, whether or not so licensed, (3) any registered nurse, (4) any licensed practical nurse, (5) any medical examiner, (6) any dentist, (7) any dental hygienist, (8) any psychologist, (9) any school employee, as defined in section 53a-65, (10) any social worker, (11) any person who holds or is issued a coaching permit by the State Board of Education, is a coach of intramural or interscholastic athletics and is eighteen years of age or older, (12) any individual who is employed as a coach or director of youth athletics and is eighteen years of age or older, (13) any individual who is employed as a coach or director of a private youth sports organization, league or team and is eighteen years of age or older, (14) any paid administrator, faculty, staff, athletic director, athletic coach or athletic trainer employed by a public or private institution of higher education who is eighteen years of age or older, excluding student employees, (15) any police officer, (16) any juvenile or adult probation officer, (17) any juvenile or adult parole officer, (18) any member of the clergy, (19) any pharmacist, (20) any physical therapist, (21) any optometrist, (22) any chiropractor, (23) any podiatrist, (24) any mental health professional, (25) any physician assistant, (26) any person who is a licensed or certified emergency medical services provider, (27) any person who is a licensed or certified alcohol and drug counselor, (28) any person who is a licensed marital and family therapist, (29) any person who is a sexual assault counselor or a domestic violence counselor, as defined in section 52-146k, (30) any person who is a licensed professional counselor, (31) any person who is a licensed foster parent, (32) any person paid to care for a child in any public or private facility, child care center, group child care home or family child care home licensed by the state, (33) any employee of

the Department of Children and Families, (34) any employee of the Department of Public Health, (35) any employee of the Office of Early Childhood who is responsible for the licensing of child care centers, group child care homes, family child care homes or youth camps, (36) any paid youth camp director or assistant director, (37) the Child Advocate and any employee of the Office of the Child Advocate, (38) any person who is a licensed behavior analyst, (39) any family relations counselor, family relations counselor trainee or family services supervisor employed by the Judicial Department, and (40) any person employed, including any person employed under contract and any independent ombudsperson, to work at a juvenile detention facility or any other facility where children under eighteen years of age are detained and who has direct contact with children as part of such employment.

- (c) The Commissioner of Children and Families shall develop an educational training program and refresher training program for the accurate and prompt identification and reporting of child abuse and neglect. Such training program and refresher training program shall be made available to all persons mandated to report child abuse and neglect at various times and locations throughout the state as determined by the Commissioner of Children and Families. Such training program and refresher training program shall be provided in accordance with the provisions of subsection (g) of section 17a-101i to each school employee, as defined in section 53a-65, within available appropriations.
- (d) On or before October 1, 2011, the Department of Children and Families, in consultation with the Department of Education, shall develop a model mandated reporting policy for use by local and regional boards of education. Such policy shall state applicable state law regarding mandated reporting and any relevant information that may assist school districts in the performance of mandated reporting. Such policy shall include, but not be limited to, the following information: (1) Those persons employed by the local or regional board of education who are required pursuant to this section to be mandated reporters, (2) the type of information that is to be reported, (3) the time frame for both written and verbal mandated reports, (4) a statement that the school district may conduct its own investigation into an allegation of abuse or neglect by a school employee, provided such investigation does not impede an investigation by the Department of Children and Families, and (5) a statement that retaliation against mandated reporters is prohibited. Such policy shall be updated and revised as necessary.

### **Employee and Worker Screening and Selection**

As part of its sexual abuse and misconduct prevention program, the Town is committed to maintaining a diligent screening program for prospective and existing employees, volunteers and others that may have interaction with those employed by, associating with or serviced by the Town and may utilize a variety of methods of screening and selection,



including but not limited to applications; personal interviews; abuse, neglect and/or sex offender registries; criminal background checks; and personal and professional references.

### **Supervision**

To the extent practicable, efforts should be made to limit one-on-one meetings with vulnerable populations such as youth and seniors in non-public settings. Department Heads may set additional policies to reduce the possibility of abuse in their departments.

## **12-8 Social Media**

Social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. This policy applies to all employees who work for the Town.

### **1. Guidelines**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Town, as well as any other form of electronic communication.

The same principles and guidelines found in the Town policies and three basic beliefs apply to your activities online:

1. Ultimately, you are solely responsible for what you post online.
2. Before creating online content, consider some of the risks and rewards that are involved.
3. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects residents, suppliers, people who work on behalf of the Town or the Town's legitimate interests may result in disciplinary action up to and including termination.

**2. Know and follow the rules.**

Carefully read these guidelines and all our policies, particularly our equal employment opportunity and non-harassment policies and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

**3. Be respectful.**

Always be fair and courteous to fellow employees, residents, suppliers or people who work on behalf of the Town. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our open door policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage residents, employees, or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or Town policy.

**4. Be honest and accurate.**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Town, fellow employees, residents, suppliers, or people working on behalf of the Town.

**5. Post only appropriate and respectful content.**

It is everyone's responsibility to maintain the confidentiality of trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.

Do not create a link from your blog, website, or other social networking site to a Town website without identifying yourself as a Town employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Town. If the Town is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of Town, fellow employees, residents, suppliers, or people working on behalf of the Town. If you do publish a blog or post online related to the work you do or subjects associated with the Town, make it clear that you are not speaking on behalf of the Town. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of the Town of Cheshire.”

**6. Using social media at work**

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor or consistent with our policies. Do not use Town email addresses to register on social networks, blogs, or other online tools utilized for personal use.

**7. Retaliation is prohibited.**

The Town prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including discharge.

**8. Media contacts**

Employees should not speak to the media on the Town’s behalf without contacting the Town Manager. All media inquiries should be directed to the Town Manager.

If you have questions about these policies, please speak with the Human Resources Director.

**12-9 No Smoking**

Smoking, vaping, and the use of smokeless tobacco are not allowed inside or around Town buildings or Town vehicles, except for specifically designated outdoor "smoking areas." Smoking or vaping within 25 feet of any doorway, operable window, or intake vent is prohibited. This rule will be strictly enforced because secondhand smoke has been proven to be harmful and the use of these products is often offensive to other employees or visitors.

**12-10 Cannabis**

The Town prohibits the possession, use, or other consumption of cannabis by employees, on Town property or while on duty, except as otherwise required by Connecticut law for palliative use. Employees must not report to work under the influence of cannabis. The Town will not make accommodations for an employee or allow an employee to perform his or her duties while under the influence of cannabis or to possess, use or otherwise consume cannabis while performing such duties or on the premises of the employer, except possession of palliative cannabis by a qualifying patient in accordance with Connecticut law for palliative use. Employees will not be discriminated against based solely on their status as a qualifying patient or primary caregiver in accordance with Connecticut law for palliative use.

**CHAPTER 13  
DISCIPLINARY ACTIONS AND GRIEVANCE PROCEDURES**

**13-1 Discipline**

It is the responsibility of all employees to observe the policies and regulations necessary for the proper operation of the departments in the Town of Cheshire.

1. Department Head Responsibilities - Department Heads are responsible for the proper and efficient operation of their departments and for enforcing Town policies, regulations *and collective bargaining agreements*. Department Heads are authorized to apply, with the approval of the Town Manager, such disciplinary measures as may be necessary.
2. Types of Disciplinary Action - The types of disciplinary action taken will vary with the severity of the situation and may include the following measures: oral or written reprimand, disciplinary probation, suspension, discharge.
3. Reasons for Disciplinary Action - Disciplinary action may be imposed upon an employee for conduct or actions which interfere with or prevent the Town from effectively and efficiently discharging its responsibilities to the public. The following shall be sufficient causes for disciplinary action; however, the list is meant to be illustrative only and should not be considered to include all reasons for disciplinary action:
  - a. Activities prohibited by the Town Charter, Ordinance, or State law.

- b. Failure to meet prescribed standards of work, morality, or ethics to an extent that makes an employee unsuitable for employment in the Town service.
- c. Theft, willful misuse, misappropriation, negligence or destruction of Town property, or conversion of Town property for personal use or gain.
- d. Incompetence, inefficiency or negligence in the performance of duties.
- e. Insubordination.
- f. Unwillingness or inability to perform normal quality or quantity of work.
- g. Conviction of a criminal offense.
- h. The use of abusive language toward a superior, another employee, or the public.
- i. Unsuitable personal conduct.
- j. Fraudulently obtaining sick or injury leave.
- k. Unauthorized absences or abuse of leave privileges.
- l. Habitual use of intoxicating beverages to excess, or abuse of narcotics, drugs (including cannabis) or other controlled substances so as to interfere with job performance or the efficiency of Town service.
- m. Possession, use of, or intoxication from use of alcoholic beverages, narcotics, drugs (including cannabis) or other controlled substances while on duty or on Town property, except that employees who are qualifying patients may possess cannabis for medicinal purposes.
- n. Acceptance of any valuable consideration, which was given with the expectation of influencing the employee in the performance of his duties.
- o. Falsification of records or use of official position for personal advantage.

- p. Dishonesty, deliberate untruthfulness, intoxication, recklessness on the job, habitual tardiness, misconduct, and attitudes, which constitute an unwholesome influence on other employees.
- q. Action or conduct affecting or impairing the efficiency of the Town service or that may bring the Town into disrepute.

### **13-2 Reprimand Procedure**

When the Department Head determines that a reprimand is an appropriate disciplinary measure, either an oral or written reprimand may be issued. The reprimand should state the reasons for the action and an offer of assistance on the part of the Department Head in correcting the situation which leads to the reprimand. Oral reprimand should not be presented to the employee before other employees or the public.

### **13-3 Disciplinary Probation Procedure**

The Department Head may place an employee on disciplinary probation for a period up to three months. The employee will receive a written notice stating the reason for the disciplinary probation and the effective starting and ending date of such action. At the expiration of the disciplinary probation period, the Department Head will notify the employee in writing that the probation has been lifted or that further disciplinary action will be taken.

### **13-4 Suspension Procedures**

At the direction of the Department Head, an employee may be suspended without pay for a period not to exceed one week. With the approval of the Town Manager, a Department Head may suspend an employee without pay for a period not to exceed two weeks. The employee will receive a written notice stating the reasons for the suspension and the effective date. At the end of the suspension period and a reasonable observation period, the Department Head will recommend to the Town Manager whether to retain or discharge the employee.

### **13-5 Dismissal Procedure**

If, after remedial and/or disciplinary measures have been tried, an employee's performance, conduct or other unsatisfactory behavior does not improve, it may be necessary to discharge the employee. From time to time, certain offenses or circumstances may occur which are of such seriousness that immediate dismissal of an

employee may be necessary. The Department Head may, with the approval of the Town Manager, dismiss an employee upon giving the employee written notice of the reasons for the discharge and the effective date.

### **13-6 Employee Appeals**

An employee, who has successfully completed his/her probationary period, shall have the right to appeal any disciplinary actions in accordance with the provisions of the Grievance Procedure as contained in this Chapter.

### **13-7 Grievance Procedure**

Unless other procedures have been negotiated and are specified in labor agreements, employees shall raise grievances to their department head, who shall investigate the facts and circumstances of the complaint and attempt to resolve the problem promptly and fairly. An employee who is dissatisfied with the decision of the department head may submit the grievance in writing Human Resources. An employee who is dissatisfied with the decision of the Human Resources may submit the grievance in writing to the Town Manager. The decision of the Town Manager shall be final. At all stages, the Town shall endeavor to resolve the grievance promptly and fairly, taking into account all of the circumstances. The decisions of the department director and/or Town Administrator shall become final if not appealed within seven (7) calendar days after the decision is rendered.

### **13-8 Appeals from Suspension, Demotion and Dismissal**

Appeals from suspension or dismissal or demotion may be made by an employee by applying in writing within five (5) working days to the Town Manager. The Town Manager shall hold a hearing within five (5) working days or a mutually agreeable time after such request for appeal shall have been made by the employee. The hearing will be of an informal nature with the employee, his/her representative, if any, and Department Head present. The Town Manager shall make findings and recommendations in individual cases brought before him and shall notify all parties concerned within ten (10) working days after the hearing.

The Town Manager may extend any of the above deadlines and give notice of such extension to the employee.

**CHAPTER 14  
PERSONNEL RECORDS**

**14-1 Personnel Records**

The Town Manager or his designated representative shall be responsible for the maintenance of personnel records for each employee, including the original application for employment, the results of all tests and examinations taken to demonstrate qualifications, history of employment actions, current position classification and salary, attendance and leave records, commendations, record of disciplinary actions, training records and any other records pertinent to the employee's service.

**14-2 Access to Employee Records**

An employee, upon request to the Town Manager, shall have access to his/her personnel records. Department Heads shall also have access to the personnel records of their employees as is necessary in the performance of their duties. No other employees, officers, or officials of the Town except as may be designated by the Town Manager and necessary to the conduct of Town affairs, shall have access to an employee's personnel record.

Personnel records of the Town of Cheshire are subject to the provisions of the Freedom of Information Act.



**ACKNOWLEDGMENT OF RECEIPT OF PERSONNEL RULES & REGULATIONS**

Employee Name: \_\_\_\_\_

Employee Job Title: \_\_\_\_\_

I acknowledge that I have received a copy of the Town of Cheshire's Personnel Rules & Regulations. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Personnel Rules & Regulations. If I have any questions, I understand that it is my responsibility to contact my supervisor or the Director of Human Resources.

I understand that any and all policies and practices can be changed by the Town at any time. My continued employment indicates my agreement to work in accordance with those changes.

I understand and agree that nothing in the Personnel Rules & Regulations creates or is intended to create a contract, express or implied, or a representation of continued employment.

Employee Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Accrual Type 1 - VACATION

Table 20

Long Description NON UNION (8HRS)

Short Description NU 8HRS

Service Levels	Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment
0	47	6.6667	160.00	0.000000
48	107	10.0000	200.00	0.000000
108	167	13.3333	240.00	0.000000
168	179	14.0000	248.00	0.000000
180	191	14.6667	256.00	0.000000
192	203	15.3333	264.00	0.000000
204	215	16.0000	272.00	0.000000
216	999	16.6667	280.00	0.000000

Accrual Type 1 - VACATION

Table 21

Long Description NON UNION (7HRS)

Short Description NU 7HR

Service Levels	Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment
0	47	5.8333	140.00	0.000000
48	107	8.7500	175.00	0.000000
108	167	11.6667	210.00	0.000000
168	179	12.2500	217.00	0.000000
180	191	12.8333	224.00	0.000000
192	203	13.4167	231.00	0.000000
204	215	14.0000	238.00	0.000000
216	999	14.5830	245.00	0.000000

Accrual Type	1 - VACATION			
Table	22			
Long Description	NON UNION 6HRS			
Short Description	NU 6HR			

  

Service Levels	Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment
0	47	5.0000	120.00	0.000000
48	107	7.5000	150.00	0.000000
108	167	10.0000	180.00	0.000000
168	179	10.5000	186.00	0.000000
180	191	11.0000	192.00	0.000000
192	203	11.5000	198.00	0.000000
204	215	12.0000	204.00	0.000000
216	999	12.5000	210.00	0.000000

Accrual Type	1 - VACATION			
Table	23			
Long Description	NON UNION (5.6HRS)			
Short Description	NU 5.6 HR			

  

Service Levels	Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment
0	47	4.6670	112.00	0.000000
48	107	7.0000	140.00	0.000000
108	167	9.3330	168.00	0.000000
168	179	9.8000	173.60	0.000000
180	191	10.2667	179.20	0.000000
192	203	10.7333	184.80	0.000000
204	215	11.2000	190.40	0.000000
216	999	11.6667	196.00	0.000000

Accrual Type 1 - VACATION

Table 24

Long Description NON UNION 5 HRS

Short Description NU 5HRS

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	4.1667	100.00	0.000000	
48	107	6.2500	125.00	0.000000	
108	167	8.3333	150.00	0.000000	
168	179	8.7500	105.00	0.000000	
180	191	9.1667	160.00	0.000000	
192	203	9.5833	165.00	0.000000	
204	215	10.0000	170.00	0.000000	
216	999	10.4167	175.00	0.000000	

Accrual Type 1 - VACATION

Table 25

Long Description NON UNION (4 HRS)

Short Description NU 4HRS

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	3.3333	80.00	0.000000	
48	107	5.0000	100.00	0.000000	
108	167	6.6667	120.00	0.000000	
168	179	7.0000	120.00	0.000000	
180	191	7.3333	128.00	0.000000	
192	203	7.6667	132.00	0.000000	
204	215	8.0000	136.00	0.000000	
216	999	8.3333	140.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels					
Limit	End of Year	Options	Attendance Bonus		
From	To	Amount	Limit	Increment	
0	47	3.1667	76.00	0.000000	
48	107	4.7500	95.00	0.000000	
108	167	6.3333	114.00	0.000000	
168	179	6.6500	117.80	0.000000	
180	191	6.9667	121.60	0.000000	
192	203	7.2833	125.40	0.000000	
204	215	7.6000	129.20	0.000000	
216	999	7.9167	133.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels					
Limit	End of Year	Options	Attendance Bonus		
From	To	Amount	Limit	Increment	
0	47	3.0000	72.00	0.000000	
48	107	4.5000	90.00	0.000000	
108	167	6.0000	108.00	0.000000	
168	179	6.3000	111.60	0.000000	
180	191	6.6000	115.20	0.000000	
192	203	6.9000	118.80	0.000000	
204	215	7.2000	122.40	0.000000	
216	999	7.5000	126.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	2.9167	70.00	0.000000	
48	107	4.3750	87.50	0.000000	
108	167	5.8333	105.00	0.000000	
168	179	6.1250	108.50	0.000000	
180	191	6.4167	112.00	0.000000	
192	203	6.7083	115.50	0.000000	
204	215	7.0000	119.00	0.000000	
216	999	7.2917	112.50	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	2.8750	69.00	0.000000	
48	107	4.3125	86.25	0.000000	
108	167	5.7500	103.50	0.000000	
168	179	6.0375	106.95	0.000000	
180	191	6.3250	110.40	0.000000	
192	203	6.6125	113.85	0.000000	
204	215	6.9000	117.30	0.000000	
216	999	7.1875	120.75	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	2.5000	60.00	0.000000	
48	107	3.7500	75.00	0.000000	
108	167	5.0000	90.00	0.000000	
168	179	5.2500	93.00	0.000000	
180	191	5.5000	96.00	0.000000	
192	203	5.7500	99.00	0.000000	
204	215	6.0000	102.00	0.000000	
216	999	6.2500	105.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	2.0000	48.00	0.000000	
48	107	3.0000	60.00	0.000000	
108	167	4.0000	72.00	0.000000	
168	179	4.2000	74.40	0.000000	
180	191	4.4000	76.80	0.000000	
192	203	4.6000	79.20	0.000000	
204	215	4.8000	81.60	0.000000	
216	999	5.0000	84.00	0.000000	

Accrual Type 1 - VACATION

Table 32

Long Description NON UNION 1.8 HRS

Short Description NU 1.8 HRS

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	1.5000	36.00	0.000000	
48	107	2.2500	45.00	0.000000	
108	167	3.0000	54.00	0.000000	
168	179	3.1500	55.80	0.000000	
180	191	3.3000	57.60	0.000000	
192	203	3.4500	59.40	0.000000	
204	215	3.6000	61.20	0.000000	
216	999	3.7500	63.00	0.000000	

Accrual Type 1 - VACATION

Table 34

Long Description NON UNION 0.80 HRS

Short Description NON UNION

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	0.6667	16.00	0.000000	
48	107	1.0000	20.00	0.000000	
108	167	1.3333	24.00	0.000000	
168	179	1.4000	24.80	0.000000	
180	191	1.4667	25.60	0.000000	
192	203	1.5333	26.40	0.000000	
204	215	1.6000	27.20	0.000000	
216	999	1.6667	28.00	0.000000	



Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	1.3300	32.00	0.000000	
48	107	2.0000	40.00	0.000000	
108	167	2.6670	48.00	0.000000	
168	179	2.8000	49.00	0.000000	
180	191	2.9333	51.20	0.000000	
192	203	3.0667	52.80	0.000000	
204	215	3.2000	54.40	0.000000	
216	999	3.3333	56.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	47	1.6667	40.00	0.000000	
48	107	2.5000	50.00	0.000000	
108	167	3.3334	60.00	0.000000	
168	179	3.5000	60.00	0.000000	
180	191	3.6667	64.00	0.000000	
192	203	3.8334	66.00	0.000000	
204	215	4.0000	68.00	0.000000	
216	999	4.1667	70.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	59	8.7500	175.00	0.000000	
60	71	9.3300	182.00	0.000000	
72	83	9.9167	189.00	0.000000	
84	95	10.5000	196.00	0.000000	
96	107	11.0831	203.00	0.000000	
108	999	11.6667	210.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	119	11.6667	200.00	0.000000	
120	131	14.0000	208.00	0.000000	
132	143	14.6667	216.00	0.000000	
144	155	15.3333	224.00	0.000000	
156	167	16.0000	232.00	0.000000	
168	999	16.6667	240.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	119	11.6667	210.00	0.000000	
120	131	12.2500	217.00	0.000000	
132	143	12.8333	224.00	0.000000	
144	155	13.4167	231.00	0.000000	
156	167	14.0000	238.00	0.000000	
168	999	14.5833	245.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	167	12.5000	225.00	0.000000	
168	179	13.1250	232.50	0.000000	
180	191	13.7500	240.00	0.000000	
192	203	14.3750	247.50	0.000000	
204	215	15.0000	255.00	0.000000	
216	999	15.6250	262.50	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	167	10.0000	180.00	0.000000	
168	179	10.5000	186.00	0.000000	
180	191	11.0000	192.00	0.000000	
192	203	11.5000	198.00	0.000000	
204	215	12.0000	204.00	0.000000	
216	999	12.5000	210.00	0.000000	

Accrual Type

Table

Long Description

Short Description

Service Levels		Limit	End of Year	Options	Attendance Bonus
From	To	Amount	Limit	Increment	
0	999	210.0000	210.00	0.000000	