

TOWN OF MANCHESTER, CONNECTICUT

EMPLOYMENT OVERVIEW FOR UNAFFILIATED/CONFIDENTIAL EMPLOYEES

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I. INTRODUCTION

The following sections apply to those Town employees who are not covered by a collective bargaining agreement. Employees should note that this is intended for general information only. It does not, nor is it intended to, represent a contract for employment. Employment with the Town for unaffiliated/confidential positions are on an at-will basis. These provisions are not intended to be all-inclusive or inflexible. The Town reserves the right to change, add to or delete any of the provisions contained in this Overview at any time.

II. TRAINING

- A. In-Service Training. The General Manager shall encourage training programs to further the competence of employees. Department Heads shall be responsible for the training of individual employees in their departments, and may seek the advice and assistance of the General Manager or his designated representative regarding format, materials and procedures for training.
- B. Employee Development. Employees are encouraged to participate in suitable training programs to prepare themselves for advancement and to improve their ability to serve the public.
- C. Tuition Reimbursement. An employee, not covered by a collective bargaining agreement taking college courses in a job-related field of study, shall receive reimbursement for 75% of tuition costs and books when the school and the course or courses are approved in writing by the General Manager in advance, and the employee receives a "C" or better, ("B" or better for graduate work) in such approved course. Employees who leave the Town employ for any reason, except retirement, within three (3) years of being reimbursed under this section, shall have deducted from any payouts for which the employee is eligible under provisions of this Overview, the total amount of tuition received under this Section.
- D. Incentive Pay. There shall be no extra pay for non-uniformed employees, Department Heads or their assistants or deputies possessing Associate, Bachelor or Master degrees.

III. HOURS OF WORK

- A. Work Day and Work Week. For regular full-time, salaried unaffiliated/confidential employees covered by this Overview, the normal basic work day shall be seven and one half (7 ½) hours scheduled between 7:00 a.m. and 10:00 p.m. according to individual Department's needs as approved by the General Manager with not more than one (1) hour for lunch. Those whose schedule calls for eight (8) hour shifts shall normally work between the hours of 7:00 a.m. and 10:00 p.m. with not more than one (1) hour for lunch. The basic workweek shall be five (5) days, Monday through Saturday. Heads of Departments whose program requires a different workday or workweek may apply for, and obtain in writing from the General Manager, an appropriate work schedule.

Department/Division Heads are expected to work whatever hours are necessary to fulfill their responsibility to the Town. This means that there is no compensatory or earned time for Department/Division Heads.

- B. Overtime/Compensatory Time. Unaffiliated/confidential employees as allowed for by FLSA, who are required to work overtime, shall be granted extra pay or compensatory time off on a time and one-half basis and double time for Sundays and Holidays for any hours that exceed 40 hours per week. Overtime is not a matter for individual employee decision and option, and compensation or compensatory time will be granted only if the overtime work is properly authorized in advance. Employees eligible for overtime shall record through the payroll system compensatory time earned and compensatory time used. Employees authorized to receive compensatory time off shall not carry forward from one month to the next more than twenty-two and one-half (22.5) hours of such time.
- C. Reference to Contracts. Those employees of the Town who are covered by collective bargaining agreements will have their hours of work determined as stated in the contract. No aspects of this Overview shall apply to employees covered by collective bargaining agreements.
- D. Probationary Period. The probationary period is the final step in the selection process and constitutes the final test of the candidate's fitness for employment.

All new appointments to regular full-time and regular part-time positions, including those made by promotion and transfer, shall be subject to a probationary period of one (1) year, except that the period may be longer or shorter, depending on the nature of the position, if approved in writing by the General Manager. All such appointees shall be referred to as probationary employees. The probationary period required represents a total cumulative service time, and days may be adjusted upward in order to allow for any authorized leaves of absence or breaks in service. Should any leave of absence or break in service be greater than two (2) months, the Town may require that the entire probationary period start again at the time the employee returns to work.

One (1) month before the end of an employee's probationary period, the Department Head shall submit to the General Manager, or the designated representative, a written performance report recommending regular status, dismissal, or extension of the probationary period for not more than three (3) months. Such report and its approval are absolute requirements for appointment to regular status and the privileges that accompany such appointment.

Employees shall have periodic performance evaluations at least once a year usually in June of each year and subsequent adjustments to their compensation as appropriate to be implemented the first pay in July if authorized in writing by the General Manager. For unaffiliated/confidential employees earning \$50,000 or more future increases will result solely from performance reviews and resulting merit increases. This merit based pay plan provides employees with eligibility for an annual merit increase between zero and four and

one-half percent (0-4.5%) subject to yearly authorization by the Board of Directors. Employees who are at the maximum of their range will receive their merit increases in a lump sum, which would be considered salary for pension calculation purposes.

Unaffiliated/confidential employees earning less than \$50,000 may be eligible for annual merit as well as general adjustment increases each year subject to yearly authorization by the Board of Directors.

IV. PENALTIES

- A. Reasons for Penalties. The tenure of every employee shall be conditioned on satisfactory behavior and performance of duties.
- B. Penalties. Penalties meted out to employees should be consistent with the conduct-warranting penalty. Disciplinary actions shall normally be progressive and corrective in nature. However, an employee may be suspended, demoted, or dismissed without prior warning when, in the judgment of the General Manager, the seriousness of the offense or other relevant considerations justifies such action.
- C. Authority to Give Penalties. The Department Head shall be the authority for meting out penalties to all employees in his/her department. The Department Head may delegate authority to subordinate supervisory personnel to mete out penalties short of withholding pay increments. The General Manager shall be the authority for meting out penalties to employees at the Department Head level.
- D. Procedure for Giving Penalties.
 - 1. All actions in which penalties are meted out will be recorded by the authority giving the penalty. Any action resulting in a written warning shall be forwarded to the employee with a copy entered in the employee's personnel folder.
 - 2. Any action entailing the docking of pay or more severe penalty shall require that the Department Head or designee furnish the employee with written notification of the intended disciplinary action as soon as possible. This notification will contain the reasons for the action and the period of time for which the action is effective, if applicable. The Department Head shall furnish the General Manager with a copy and a copy shall be entered in the employee's personnel file.
- E. Appeal of Penalties. Penalties may be appealed through the grievance procedure as provided in these Rules.

V. GRIEVANCES

- A. Grievable Actions. There shall be a procedure whereby actions taken by the Town in relation to any employee may be grieved. The following is a list of those actions, which are grievable:

Violations of matters contained within the Employment Overview or an alleged breach of the Personnel Rules.

- B. Grievance Procedure. The following procedure shall be used by employees to pursue grievances against the Town:

Step One

The aggrieved employee must appeal verbally to his/her immediate supervisor (if there is at least one level of supervision separating the employee and the Department Head) within five (5) working days of the event.

The immediate supervisor must meet with the employee within five (5) working days of being informed of the grievance. This meeting will be for the purpose of resolving the grievance.

Step Two

If the aggrieved employee is dissatisfied with the Step One meeting, or if the Department Head is the employee's immediate supervisor, the employee must appeal in writing to the Department Head within five (5) working days of the event or receipt of the results of the Step One meeting, as applicable.

The Department Head must conduct a meeting with the employee and the employee's supervisor within five (5) working days of receipt of the written appeal. The purpose of the meeting will be to hear the issues and gather facts. The employee may be represented at this meeting by any other party of his/her choosing.

The Department Head must submit a written decision to the employee within seven (7) working days of the Step Two meeting. This decision shall include the reasons for the finding.

Step Three

If the aggrieved employee is dissatisfied with the Department Head's decision, he/she may appeal in writing to the General Manager or the Manager's designee within ten (10) working days of the receipt of the Department Head's decision.

The General Manager or designee must conduct a meeting with the employee and the employee's Department Head within ten (10) working days of receipt of the written appeal. The purpose of the meeting will be to hear the issues and gather facts. The employee may be represented at this meeting by any other party of his/her choosing. The General Manager or

designee may have in attendance at the meeting legal representation or other staff members he deems necessary.

The General Manager must submit a written decision to the employee within ten (10) working days of the Step Three meeting. This decision shall include the reasons for the finding.

Step Four

Grievances other than those excluded by Section 7-474 G, General Statutes of Connecticut, may be appealed to the Connecticut State Board of Mediation and Arbitration for the purpose of mediation only. If the aggrieved employee is not satisfied with the decision rendered by the General Manager or designee, he/she may, no later than ten (10) working days thereafter, request the Connecticut State Board of Mediation and Arbitration to mediate the grievance. Should mediation fail, the General Manager's or designee's decision will stand.

C. Record of Procedure. All written decisions rendered in this process shall be placed in the employee's personnel file.

VI. TERMINATION OF EMPLOYMENT

A. Lay Off.

1. Reasons for Layoff. A Department Head, or other appointing authority, may, with the approval of the General Manager, lay off an employee whenever it is necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties or organization of the department or agency, inability to perform work, or for other related reasons which are outside the employer's control and which do not reflect discredit on the service of the employee; and when it is impractical, impossible, or not in the best interest of the public service to meet the situation by transferring the employee.
2. Order of Layoff. The order of layoff will be determined by the General Manager or his designated representative.
3. Transfer. Transfer may be used as an alternative to laying off in periods of a reduction of the workload of one department when there is a corresponding increase in the workload of another department. In utilizing the transfer procedure, consideration should be given to the wishes of the employee or employees concerned, and such wishes should be used as guidelines insofar as is practical.
4. Re-employment. The names of employees laid off shall be placed on the recall or eligibility list in reverse order of lay off. This list shall be in effect for one (1) year from the date on which the lay off took place.

B. Resignation.

Giving Notice of Resignation. An employee who submits a resignation in writing with at least two (2) weeks' notice shall have resigned in good standing. Such employee shall be entitled to be paid for unused leave time as provided for herein.

C. Retirement.

1. Retirement Provisions. Employees should refer to the Town Pension Ordinance and the Amendment to the Supplemental Pension Ordinance. Eligible employees hired after July 1, 2000 may make an irrevocable election to participate in the Defined Benefit or Defined Contribution Pension Plan. Eligible employees hired on or after July 1, 2004 must participate in the Defined Contribution Pension Plan only.
2. Long Term Disability Insurance. Eligible employees enrolled in the Defined Contribution Plan will be offered a Long Term Disability Insurance Plan. Employees who transferred from the Defined Benefit to the Defined Contribution Plan prior to 01/01/01 will retain the equivalent long-term disability coverage they had under the Defined Benefit Plan. Employees who are in the Defined Benefit plan are covered by the provisions of said plan as it pertains to disability coverage.

D. Dismissal. See Section IV (Penalties)

VII. LEAVES OF ABSENCE

A. Sick Leave.

1. Effective January 1, 1996 sick leave shall be earned by all regular full-time employees at a rate of twelve (12) working days per calendar year credited as one day per month. Regular part-time employees shall earn sick leave on a prorated basis.
2. Accumulating Sick Leave. Sick leave may be accumulated without limitation and the accumulation may be carried from one year to the next. Sick leave used on a calendar year basis and the balance available to each employee is printed on each employee's pay stub.

Accumulated sick leave is a benefit to the employee and shall only be utilized in the event of a personal illness or serious or disabling injury or illness. The Town provides no long-term disability insurance for its employees beyond the provisions of the Workers' Compensation Act. It is therefore crucial that employees conserve as much of their sick leave accrual as possible in order to ensure against future need.

The Town reserves the right to discipline employees whose utilization of sick leave is not in accordance with the terms of this Agreement. Evidence of misuse of sick

leave includes, but is not limited to: Patterns of sick leave use on Mondays and Fridays; use of sick days immediately preceding or following holidays; and use of sick days in conjunction with vacations or other approved leaves of absence. Employees are required to utilize sick leave in accordance with the provisions contained herein for a personal illness or a serious or disabling personal illness or injury, except use of said leave is not allowed where the injury or illness is sustained in the employment of another employer or which is traceable to such employment. The department shall be notified by the employee whenever he/she is unable to attend to duties because of illness not later than fifteen (15) minutes after the start of the employee's regularly scheduled workday unless departmental rules state otherwise.

To verify proper use of sick leave, employees shall be required to provide the Town with an acceptable medical certificate on a prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of Connecticut to support a request for sick leave during annual leave; for a period of absence in excess of five (5) consecutive working days or for any duration of absence from duty recurring frequently or habitually, provided that the employee has been previously notified in writing that such a certificate may be required; and to support a request for sick leave on a day which the employee had previously requested to use annual leave time and the request had been denied and also may be required to provide such certificate for any misuse of sick leave which exceeds a total of five (5) days per calendar year in the sole discretion of the Town. The requirement for a doctor's note shall be reviewed after twelve (12) months from the date the requirement commenced.

3. Use of Sick Leave. Sick leave may be used for any personal illness or injury (not for family member illness or injury) except where directly connected to employment by an employer other than the Town.
 - a. Regular full-time and regular part-time employees will be granted leave of absence with pay to be deducted from their accumulated sick leave allowance for the following occurrences:
 1. For medical, dental, or eye examination or treatment for which arrangements cannot be made outside of working hours after six (6) hours of such paid time off per calendar year.
 2. When their presence at duty will expose others to contagious disease, or if quarantined due to the contagious disease of another person or persons;
 3. When injury or illness prevents the employee from being able to perform his duties.
 4. Up to five (5) days paternity leave to be taken within three (3) weeks of the date the child arrives at the employee's home.

- b. Taking Sick Leave. Sick leave earned may be taken at any time after the employee begins employment with the Town, subject to the other provisions of these Rules.
 - c. Holidays and Sick Leave. When an employee is on sick leave, a holiday shall not be charged against the sick leave allowance.
- 4. Workers' Compensation. An employee who is out on leave with pay for reasons of having been injured in the line of duty shall be eligible to charge the difference between his regular weekly base pay and the allowance for Workers' Compensation or payment under Heart and Hypertension statutes to sick time, if such sick time is available. This benefit shall cease at the end of one (1) year from the date of the original injury or if the employee reaches maximum medical improvement prior to that date or if the employee is not eligible to receive Workers' Compensation payments. Employees, while out of work pursuant to the provisions of this section, shall not be eligible to accumulate leave time including but not limited to holiday, sick or annual leave. Absences due to alleged job-connected injuries are charged against sick leave until the Town's Workers' Compensation Administrator determines that they are in fact compensable.
- 5. Additional Sick Leave. The General Manager may grant an additional consecutive sick leave with pay in exceptional cases. This shall not exceed six (6) days for each year of full time employment in public service with the Town. Request for such additional sick leave shall be submitted in writing to the employee's Department Head who shall transmit it with a written recommendation to the General Manager within five (5) days. Additional sick leave with pay, if granted by the Town, shall be deducted from future accumulated sick leave at the rate of six (6) days per year. Said deduction shall begin after the employee has earned six (6) days of sick time per year and this method of reimbursement shall continue until the deficit is exhausted.
- 6. Reimbursement for Sick Leave.
 - a. Upon retirement, as defined by the Town of Manchester Supplemental Pension Plan, employees shall receive compensation for any unused, accumulated sick leave up to one hundred five (105) days based on their final annual base rate of pay. In the event of the death of a current employee, his/her spouse and/or minor children shall receive compensation for all of the employee's unused, accumulated sick leave based on his/her final annual base rate of pay. Employees hired after September 1, 1995 shall upon retirement as defined by the Manchester Supplemental Pension Plan have a maximum payout of 75 days based on an average of their last three (3) years of base salary. In the event of the death of a currently working employee who was hired after September

1, 1995 a payout of all unused accumulated sick days based upon an average of the last three (3) years of base salary shall be made to his/her spouse and/or minor children. There shall be no payout of sick leave accruals for anyone hired on or after July 1, 2004.

- b. Upon Termination. In the event that a current employee's services to the Town are terminated in good standing, he/she shall receive, on the basis of unused, accumulated sick leave, up to forty-five (45) days based on final annual base rate of pay. Employees hired after September 1, 1995 who terminate in good standing after seven years of employment with the Town shall have a payout of up to forty-five (45) days based upon an average of their last three (3) years of base salary.
- c. Notwithstanding the above, employees hired after January 1, 1999, shall upon retirement have a maximum payout of unused, accumulated sick time not to exceed sixty (60) days on the basis of an average of their base pay for the last three (3) years. There shall be no payout for said time for any employee who is discharged or who resigns with less than ten (10) years of Town service. Employees, who resign with ten or more years of Town service, shall be eligible to receive on the basis of an average of their base pay for the last three years' compensation for any of their unused, accumulated sick leave up to thirty (30) days, provided the employee has given a two (2) week written notice to the department head.

B. Annual Leave

Effective January 1, 1996, all regular full-time salaried unaffiliated/confidential employees will be granted an annual leave amount based on length of service with the Town. This leave may be used at the employee's discretion, with prior approval from the Department Head, and shall cover all employees' needed leave time exclusive of sick time, demands of another governmental agency, professional development, military leave, or unpaid leave time. This annual leave does include but may not be limited to attendance at funerals, weddings, personal business obligations, and vacation periods. Any unaffiliated/confidential employee working less than full time year round shall have Annual Leave prorated as appropriate.

C. Eligibility for Leave Time.

- 1. Department and Division Heads who are exempt from FLSA regulations accrue leave on the following schedule:

For less than 10 years of service	25 days annual leave
10-20 years of service	30 days annual leave
20+ years of service	35 days annual leave

For Department and Division Heads who are exempt from FLSA regulations and were hired after January 1, 1999, the following accrual schedule applies:

For 5 years or less of service	15 days annual leave
6 - 10 years of service	20 days annual leave
11 - 20 years of service	25 days annual leave
21+ years of service	30 days annual leave

2. For all other Unaffiliated/Confidential employees, hired prior to September 1, 1995, the following accrual schedule applies:

For less than 5 years of service	20 days annual leave
5 – 10 years of service	22 days annual leave
10 - 20 years of service	25 days annual leave
20+ years of service	30 days annual leave

For all other Unaffiliated/Confidential employees, hired after September 1, 1995, the following accrual schedule applies:

For less than 5 years of service	15 days annual leave
5 – 10 years of service	20 days annual leave
10 – 20 years of service	25 days annual leave
20+ years of service	30 days annual leave

For all other Unaffiliated/Confidential employees, hired after January 1, 1999, the following accrual schedule applies:

For 5 years of service or less	15 days annual leave
6 - 10 years of service	17 days annual leave
11 - 20 years of service	20 days annual leave
21+ years of service	25 days annual leave

D. Use of Annual Leave Time

The standard annual leave year shall run from January 1 to December 31. Employees appointed after the beginning of the annual leave year shall receive prorated amounts of said leave for the first year of employment.

E. Approval for Taking Annual Leave Time

1. Department Heads shall annually, on or before May 15, fix a date when requests for annual leave for the summer months shall be submitted by employees, and shall arrange a schedule for such leave within the department.
2. Whenever there shall be a conflict in requested leave dates, preference shall be given to employees in the same work classification according to number of years' service with the Town.

F. Reimbursement for Unused Annual Leave/Carryover of Annual Leave.

At the end of each calendar year, Department and Division Heads governed by this Overview, who have not used all their Annual Leave for the year in which it was earned may request payment, at the employee's current base rate of pay, at the discretion of the General Manager for unused leave time for as many as seven (7) days per calendar year. Other unaffiliated/confidential employees may request payment at the employee's current base rate of pay, at the discretion of the General Manager for up to five (5) annual leave days per year, if the workload in their department/division is such that using the vacation time allotted is not possible in that calendar year. Employees who receive compensatory time off shall not be eligible for this benefit. Carry-over or accumulation of future Annual Leave for all employees shall not exceed an amount equal to fifteen (15) days. Such carryover is not cumulative and at no time shall the amount of leave carried forward exceed a total of fifteen days, with the written permission of the General Manager except as otherwise authorized in writing by the General Manager. Upon resignation or retirement, eligible employees will receive a pro rated amount based upon the amount of paid leave eligible to receive in the year of separation. Employees hired after July 1, 2004 will receive no payout of accruals.

Notwithstanding any other provisions of these Rules, all employees hired prior to September 1, 1995 who have accumulated vacation time shall upon retirement or resignation from the Town be entitled to pay for all unused accumulated vacation time due them which was accrued prior to January 1, 1996 and such payout shall be based on their final rate of pay.

Unaffiliated Department/Division Heads, who are within ten (10) years of their earliest retirement date, as defined by the Town of Manchester Supplemental Pension Plan and who maintain a balance of at least one hundred and five (105) unused and accrued sick days, shall be eligible to have paid by the Town into a variable annuity product, as allowed for by IRS regulations, dependent on availability of budgeted funds on an annual basis, the following:

- (1) Eligible Department Heads within three (3) years of normal retirement may buy down up to fifteen (15) days of sick time per year from the amount they would

otherwise be eligible to receive at the time of termination or retirement, as well as including up to seven (7) days of annual leave per year.

- (2) All other eligible employees may buy down up to five (5) days per year of sick time per year from the amount they would otherwise be eligible to receive at the time of termination or retirement, not to exceed forty-five (45) days in total, in addition to seven (7) days of annual leave per year.

Declarations for inclusion in this program will be made in the last quarter of each calendar year, with deposits into the annuity program being made in the first quarter of the following year.

G. Maternity Leave.

Employees who are expectant mothers shall report to the Town Health Director before the seventh (7th) month of pregnancy. The Health Director, or the Town's designated medical physician, in cooperation with the personal physician of the expectant mother, shall determine the proper time for the employee to stop work. Should the employee desire to leave work earlier than the date determined by the Health Director and the employee's physician, then the individual shall be required to request to use annual leave or leave without pay. At the time the employee meets with the Health Director, she must provide a certificate from her physician stating that she is under care and able to perform her work duties. Employees in good standing who comply with the provisions of this Section may resign or take maternity leave as provided below:

An employee who wishes to return to her same position must so notify the Department Head in writing, prior to the last scheduled work day. An employee on maternity leave of absence is eligible to use paid sick leave in accordance with these Rules. An employee who exhausts unused, accumulated sick leave will be carried on leave of absence without pay for the balance of the maternity leave period. Such employee shall have up to ninety (90) days from the date of the birth of the child to return to work. Before the expiration of the leave, application may be made to the General Manager of the Town for extension of said leave. Extensions shall normally only be granted as a result of medical complications of the birth. Such extension is in the sole discretion of the General Manager. If the application for extension is denied, or if an employee decides not to return after the ninety (90) day period, she may request to the General Manager that she be placed on a reemployment list for a period not to exceed one (1) year. During the one-year period of time should a vacancy occur in the department in which the employee last worked and should the vacancy be in a position which the employee previously occupied and should the employee be qualified to perform the work as required without further training, then the employee shall be certified to the appointing authority for consideration. If such a position is not vacant, the employee may be placed in a comparable or lower position provided that the employee is qualified without further training for the position.

Should the employee, after electing to be placed on the reemployment list, decide to withdraw all money due her from the Town's Pension Plan, then the individual shall be considered as a new employee if and when she is reemployed. This shall include receiving the starting salary for the position as well as receiving no credit in terms of seniority for previous time worked. Any unused, accumulated sick time paid out shall be deducted from any future available unused, accumulated sick time eligible to the employee on her retirement or termination.

H. Family Medical Leave Act.

Notwithstanding any of the preceding sections of this Overview, The Town of Manchester has implemented compliance with the federally mandated Family Medical Leave Act, which may coincide with or supersede some of the aforementioned sections.

Under FMLA, employees who have worked for The Town of Manchester for at least one year, and at least 1,250 hours in the preceding year, are eligible for a maximum of twelve weeks unpaid leave annually due to the birth of a child or to care for that child; because of the placement of a child with the employee for adoption or foster care; in order to care for a spouse, child or parent with a serious health condition; for a serious health condition of the employee. Leave may be taken consecutively or intermittently. A physician's certification will be required for leave due to a serious health condition.

Request for FMLA must be made at least 30 days prior to the date requested leave is scheduled to start. Unexpected leave may be requested within one or two business days after the need is discovered. Foreseeable leave can be denied or postponed if the employee does not provide adequate notice. In order for Town of Manchester to comply with the Law, supervisors must notify the Human Resources Department immediately when they know an employee is out either for a serious health condition, a sickness that may last more than three days, scheduled surgery, an accident which will result in an absence of more time than a couple of days, Workers Compensation claims, or other FMLA eligible leave.

Under FMLA, medical benefits and pension coverage continue for the twelve weeks of unpaid leave but employees do not accrue seniority. Employees while on FMLA are responsible for the cost share amounts for medical insurance (health, dental) and supplemental life insurance. Employees who do not return to work after Family/Medical Leave are financially responsible for medical insurance premiums paid by the Town.

Employees will be required to exhaust all appropriate unused accumulated days including, but not limited to, paid annual leave or sick leave, or other Leave Time as part of their twelve weeks of leave. If an employee qualifies for FMLA leave as specified under the Family Medical Leave Act i.e. has worked the requisite number of hours and provided adequate notice, and the leave requested is for the employee's health, first accrued sick leave will be used. For all other FMLA leave requests paid annual leave days will be used. Sick time can only apply for the employee's own health care needs. If no remaining paid time exists, the employee will use unpaid time as required by FMLA.

Any employee, who does not return to work or contact the appropriate supervisor on the intended date of return, will be considered to have terminated employment with the Town of Manchester.

Where other provisions of this Overview, e.g. Maternity Leave, Workers' Compensation, provide for the same or similar coverage this FMLA provision will be considered to run concurrently.

Appropriate forms are available in the Human Resources Department.

- I. Demands of Another Governmental Agency. A regular employee will be granted leave of absence with pay, not to be deducted from sick leave or vacation allowance for the purpose of meeting the demands of another governmental agency. Demand by a governmental agency shall mean the following:
 1. Jury duty.
 2. Any other required appearance before a court or other public body except where the employee is a litigant in a private action.
 3. Participation in short-term (15 days or less) military training in the Federal Reserve or National Guard. Any compensation received by the employee for this appearance or service shall be deducted from his salary.

- J. Professional Development Leave. A regular employee may be granted a leave of absence with pay to attend professional conferences or take courses of study, which the General Manager determines will contribute to, or increase the employee's knowledge with regard to the betterment of the public service. Such approval will be granted only where budgetary provision has been made or if the employee has agreed to pay the cost. Such leave of absence with pay shall not be deducted from the employee's accumulated leave.

- K. Military Leave. There shall be no limit on military leaves provided that the employee reports back for work within ninety (90) days after discharge from the service in the case of active duty and within one (1) working day in the case of reserve duty.

- L. Unpaid Leave of Absence. Leaves of absence without pay may be granted to regular employees on recommendation of the Department Head with the approval of the General Manager for not longer than one (1) year. Requests for such leave without pay shall be made in writing to the Department Head and shall include a statement of the reasons therefore and of the length of leave requested.

Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any annual leave time due an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized unpaid leaves

of absence for one (1) month or less will not be used as a basis of reducing employee's benefits.

With the approval of the General Manager, a Department Head may reinstate an employee from a leave of absence without pay to the position formerly held by that employee, if it is vacant. If the position is not vacant, the employee may be reemployed in any position of a comparable nature that is vacant. If no such position is vacant or exists, the employee may, at his/her discretion, be placed in a position of a lower grade provided such a position is vacant, until a position at the former grade becomes available.

M. Stipends. Stipends, one time merit increases and buy-backs shall be considered as salary for the purpose of pension calculations.

VIII. HOLIDAYS

A. List of Observances.

The Town of Manchester may observe the following or a combination of the following as paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	

B. Eligibility to Take Paid Holidays. All regular full-time employees are eligible to take the above as paid holidays. Any regular part-time employee shall be granted time off with pay for any legal holiday granted to regular full-time employees provided:

1. The holiday falls or is observed on a day when he/she would normally have been scheduled to work;
2. The pay received shall be for the number of hours he/she would have been scheduled to work.

No emergency, seasonal, temporary, or auxiliary employee shall be granted time off with pay for legal holidays.

C. Holidays and Weekends. Whenever a holiday falls on a Saturday, it shall be observed on the preceding Friday; whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

D. Holidays and Annual Leave. When a holiday falls while an employee is on annual leave, the day shall be charged as holiday time not annual leave time.

IX. INSURANCE BENEFITS

The Town shall provide and pay for the following insurances for each regular full-time and regular part-time employee working 20 hours a week or more, their spouses and their dependent children, except as otherwise provided:

A. Medical Benefits

1. Employees hired prior to July 1, 2000:

Employees shall be able each year to select one (1) form of insurance coverage as described below. Employee contribution levels are identified below and the employee shall authorize that such contributions are to be made through payroll deductions.

Coverage

Plan

Revised Century Preferred Plan - 12.5% per year per employee contribution required plus the difference in cost between this plan and Gatekeeper Blue Cross POS Plan.

Non-Gatekeeper POS - 10% contribution per year per employee required.

Gatekeeper POS - 10% contribution per year per employee required.

2. Employees hired after July 1, 2000, shall not be eligible to receive the Revised Century Preferred Plan. Employee contributions effective after July 1, 2000, for the Non-Gatekeeper Plan shall be ten percent (10%) per year per employee of the cost of coverage selected plus the difference in cost between the plan and Blue Care POS Plan. Employee contributions for the Gatekeeper POS Plan shall be ten percent (10%) per year per employee of the cost of coverage selected. The HMO product will be offered with a ten percent (10%) contribution per year per employee of the cost of coverage selected. There shall be no per-year cap on contributions.
3. Employees hired after July 1, 2004 will cost share on the total of the combined medical and dental premiums as follows:
 - POS Non Gatekeeper Plan – Employee Contribution will be:
 - 16% for 2004-2005
 - 18% for 2005-2006
 - 18% for 2006-2007
 - POS Gatekeeper Plan – Employee Contribution will be:
 - 12% for 2004-2005
 - 15% for 2005-2006
 - 15% for 2006-2007

- HMO Plan – Employee Contribution will be:
 - 12% for 2004-2005
 - 12% for 2005-2006
 - 12% for 2006-2007

Employees hired on or after July 1, 2004 shall not be eligible to elect the PPO medical insurance plan.

Employees spouse shall be eligible upon the death of the employee either as an active or retired employee to purchase individual health insurance coverage from the Town at the Town's COBRA rate, for the remainder of his or her life with no additional cost to the Town.

Regular part-time employees working twenty (20) or more hours per week, but less than full-time hours per week year round shall pay a prorated portion of their medical and dental insurance coverage to be determined by the Finance Department. Employees may opt of medical benefit coverage by completing and signing a Waiver of Medical and Dental Coverage Form. Upon re-enrollment, employee shall be required to pay the same cost sharing as other employees and, in addition, \$500 annually for that number of years employee was not enrolled in the Town Plan.

Nothing herein shall prevent the Town from utilizing alternative health insurance providers to those specifically named above.

- B. Retiree Health Insurance. The Town shall provide and pay, except as otherwise indicated, for the following insurance for retired employees and spouse of record at the time of retirement, as defined by the Town of Manchester Supplemental Pension Ordinance, who have been employed by the Town for at least fifteen (15) years prior to retirement, except that employees who have at least five (5) years of Town service as of December 1, 1995, shall be required to have at least ten (10) years of consecutive Town service prior to retirement to be eligible to receive said insurance benefits.

Retiree Health Insurance options are:

- Revised Century Preferred
- Non-Gatekeeper
- Gatekeeper
- Group Retiree Supplemental Coverage

- Employees who have retired prior to age 65 will continue to receive the same coverage they had as an employee. Once a retiree reaches age 65, Medicare will be their primary coverage and one of the above retiree health care options will be their secondary coverage.

- Any employee hired prior to September 1, 1995, who subsequently retires early, as defined within the Town of Manchester Supplemental Pension Ordinance after said

date, shall be eligible to receive retiree health insurance listed in this Section for himself and spouse of record at the time of retirement, provided he pays for fifty percent (50%) of the cost of the spousal benefit. An employee hired after September 1, 1995, who subsequently retires from employment with the Town pursuant to provisions contained within the Town of Manchester's Supplemental Pension Ordinance, shall not be eligible to receive spousal retiree health benefits.

- An employee retiring after September 1, 1995, who is eligible for retiree health benefits, shall be required to co-pay for health insurance benefits in the same amount as active employees at the time of their retirement. Retired employees in the Defined Benefit Plan shall authorize the Town to deduct said co-pays from monthly pension payments. Defined Contribution Plan members will be billed for payment of said co-pays.
- Only full-time regular employees shall be eligible to receive retirees' insurance benefits as stated herein.
- Employees hired prior to July 1, 2000, who retire and meet the conditions specified within this Article and who are under the age of 65 shall be eligible to receive for themselves and depending upon their date of hire for their spouse of record at the time of retirement the medical coverage identified in Section A.1, and shall pay the yearly employee contribution rate required of active employees, except that retirees electing the Revised Century Preferred Plan shall pay fifty percent (50%) of the yearly employee contribution rate required of active employees.
- Employees hired after July 1, 2000, who subsequently retire will be eligible for themselves only to receive the Gatekeeper or non-Gatekeeper plan, provided they meet the other conditions contained herein.
- Notwithstanding any other provisions contained herein, employees electing the Defined Contribution Pension Plan provisions shall be eligible for retiree health benefits as described above as follows:

Employees hired before 7/1/00 meet the requirements for Rule of 80 with at least 15 years of Town service or age 62 plus 15 years of Town service or for Sworn Police positions at the level of Captain or above be age fifty (50) or above and be eligible for retirement under the Defined Benefit System with at least fifteen (15) years of Town service.

Employees hired after 7/1/00 meet the requirements for Rule of 80 with at least 15 years of Town service or age 62 plus 25 years of Town service or age 65 with 15 years of Town service or Sworn Police positions at the level of Captain or above be age fifty (50) or above and be eligible for retirement under the Defined Benefit System with at least fifteen (15) years of Town service.

Employees participating in Defined Contribution Plan on or prior to June 30, 2004 will be eligible for retiree health insurance if at the time of retirement the employee has reached age 55 and has 15 years of service.

Defined Contribution Plan participants hired on or after or transferring into the plan on or after July 1, 2004 will continue to be eligible for retiree health insurance benefits through the Rule of 80 equivalency test.

All eligible employees hired on or after July 1, 2004 will be required to participate in the Defined Contribution Plan only.

Nothing herein shall prevent the Town from utilizing alternative health insurance providers to those specifically named above.

C. Dental Insurance.

a) For Employees hired prior to 1/1/99, dental insurance for regular and regular part time employees will be a Full Service Dental Plan; employees hired prior to July 1, 1996 shall on August 1, 1996 be eligible to receive for themselves only, Rider A of said Plan. Employees hired after August 1, 1996 shall not be eligible for Rider A.

b) Employees hired after January 1, 1999 will be required to pay 10% of the cost of services provided under the Delta Dental Plan (referred to as 90/10 Plan). Effective July 1, 1999, Department Heads hired prior to that date shall be eligible to receive the Flex Delta Dental Plan with a \$3,000 annual plan maximum.

Nothing herein shall prevent the Town from utilizing alternative dental insurance providers to those specifically named above.

D. Life Insurance. For regular and regular part time employees, life insurance will be paid by the Town of Manchester at the following levels:

1. Department Heads - \$200,000, with an option for the employee to pay for up to an additional \$25,000. Upon retirement, employees shall have the option of converting the \$200,000 life insurance policy at their expense. AD&D coverage is \$10,000.
2. Division Heads/"Other" Unaffiliated - \$100,000, with an option for the employee to pay for up to an additional \$25,000. AD&D coverage is \$10,000.
3. Unaffiliated/Confidential Employees - \$20,000, with an option for the employee to pay for up to an additional \$30,000. Effective September 1, 1999, \$30,000, with an option for the employee to pay for up to an additional \$20,000. AD&D coverage is \$10,000.

E. Retiree Life Insurance. Employees who retire after January 1, 1999 shall receive \$6,000 of life insurance paid by the Town of Manchester, payable to their beneficiary of record.

- F. Section 125 Flexible Benefits Plan. Employees working 20 hours or more per week have the option to participate in a Section 125 Flexible Benefits Plan. This plan allows employees to contribute tax-free money to cover out of pocket medical expenses, including nonprescription drugs, and daycare costs, with the following limits:
- Flexible Spending Account – medical expenses: \$250 minimum per year/\$2,500 maximum per year.
 -
 - Day Care Account – daycare expenses: \$250 minimum per year/\$5,000 maximum per year.
- G. Section 457 Deferred Compensation Plan. Employees are offered an opportunity to participate in a Section 457 Deferred Compensation Plan. The Town provides 2 alternative plans, one through ING and the other through ICMA. Employees must deal directly with representatives of ING and ICMA if they are interested in participation.
- H. Long Term Care Insurance. The Town provides an opportunity for all unaffiliated and confidential employees to evaluate individual long-term care insurance needs via a meeting with a MetLife representative.
- I. Section 529 Qualified Tuition Plan. The Town allows payroll deduction for participation in a Qualified Tuition Plan. The Town provides two alternative plans working with an ING representative – Fidelity Investors and Connecticut Higher Education Trust (C.H.E.T.).

X. DEPARTMENTAL REGULATIONS

- A. The uniformed services of the Town (Fire and Police) may draw up such additional rules or manuals of regulations, as they deem advisable due to the unique situation of their departments. Such additional manuals or sets of rules shall be approved by the General Manager in accordance with the Town Charter. In the case that the approved departmental regulations cover an instance that is covered by the Employment Overview of the Town in a different manner, the departmental regulations will be the ones applied. In a case where the departmental regulations for unaffiliated/confidential employees do not cover an instance that is covered by the Employment Overview, the provisions of the Employment Overview will apply.
- B. The heads of the departments concerned may seek such advice and assistance, as they require for the preparation of such rules from the General Manager or such other sources as the General Manager approves.

XI. LONGEVITY

Employees hired after January 1, 1999 will not receive longevity payments. Current employees who qualify for said payments shall receive payment as follows:

10 years of service - \$200

15 years of service - \$300

20 years of service - \$500

Employment Overview Appendix

The pension incentive plan is divided into four tiers dependent upon the employee's date of retirement. The tiers are as follows:

Tier One: Affects employees eligible to retire as of 7/1/2000

1. Employees must announce in writing their intention to retire between the dates of July 1, 2000 and September 30, 2000.
2. Actual retirement must take effect on or before December 31, 2000.
3. Employees shall be eligible to receive one (1) year of service time added at no cost to the employee (i.e., a two percent (2%) increase in benefits). In addition, employees may convert fifty (50) days of accrued sick/vacation/annual leave for one (1) additional year of service time, not to exceed two (2) years, and/or purchase at the rate of thirty percent (30%) of current salary per year one (1) year of service to a combined maximum of three (3) years, with said time counting for benefits accrual purposes. Any sick time converted shall reduce the amount of days the employee would otherwise be eligible to receive at the time he/she retires.
4. Any payouts for unused accrued time for which the employee is eligible may be phased in, at the Town's option over three (3) fiscal years, at current rates of pay.
5. The employee retiree medical insurance coverage shall be that currently in effect, Century Preferred Plan, with employee contribution fixed at the yearly contribution rate currently in effect.

Tier Two: Affects employees eligible to retire as of December 31, 2001.

1. Employees must announce their intention to retire between July 1, 2000 and September 30, 2000.
2. Employees must retire on or before December 31, 2000.
3. Employees shall be eligible to receive, at no cost to the employee, sufficient time to allow them to meet the Rule of 80 and/or sixty-two (62) plus twenty-five (25) years of service as of September 30, 2000. The added time is for eligibility purposes only.
4. Employees may convert fifty (50) days of unused accrued sick/vacation/annual leave for one (1) year of service, not to exceed two (2) years, or purchase at the rate of thirty percent (30%) of current salary per year one (1) year of service to a combined maximum of three (3) years, with said time counting for benefit accrual purposes. Any sick time converted shall reduce the amount of days the employee would otherwise be eligible to receive at the time he/she retires.

5. Any payouts for unused accrued time for which the employee is eligible may be phased in, at the Town's option over three (3) fiscal years, at current rates of pay.
6. The employees retiree medical insurance shall be that currently in effect with employee contributions fixed at the yearly contribution rates currently in effect.

Tier Three: Affects employees eligible to retire as of December 1, 2003.

1. Employees must announce their intention to retire by June 30, 2001.
2. Employees must retire on or before December 31, 2001.
3. Employees may convert fifty (50) days of unused accrued sick/vacation/annual leave for one (1) additional year of service, not to exceed three (3) years, or purchase at the rate of thirty (30%) of current salary per year one (1) year of service to a combined maximum of four (4) years of eligibility and benefit accrual purposes. Any sick time converted shall reduce the amount of days the employee would otherwise be eligible to receive at the time he/she retires.
4. Any payouts for unused accrued time for which the employee is eligible may be phased in at the Town's option over three (3) fiscal year, at current rates of pay.
5. The retiree medical insurance coverage shall be that as revised with employee contributions fixed at the yearly contribution rates currently in effect.

Tier Four: Affects employees who are within ten (10) years of their earliest normal (nonreduced) retirement date.

1. Employees may convert fifty (50) days of unused accrued sick/vacation/annual leave for one (1) additional year of service, not to exceed three (3) years, or purchase at the rate of thirty percent (30%) of current salary per year one (1) year of service to a combined maximum of four (4) years, with said time counting for eligibility and benefit accrual purposes. Any sick time converted shall reduce the amount of days the employee would otherwise be eligible to receive at the time he/she retires.
2. The retiree medical insurance coverage shall be that as revised with employee contributions fixed at the yearly contribution rate.