

**TOWN OF MANCHESTER, CONNECTICUT**

**EMPLOYMENT OVERVIEW**

**FOR ASSISTANT CHIEF, DEPUTY CHIEFS,**

**CAPTAINS AND SHIFT COMMANDERS**

**IN THE FIRE-RESCUE-EMS DEPARTMENT**

Approved: Board of Directors, January 11, 2000, Action #34-00

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The following sections apply to the Assistant Chief, Deputy Fire Chief/Fire Marshal, Deputy Fire Marshal/Captain, Support Services Officer/Captain and Shift Commanders in the Fire Department who are not covered by a collective bargaining agreement. 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 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. HOURS OF WORK**

A. Fire Officers work a schedule designated as follows:

Monday through Sunday, 5 consecutive days, which shall not be unreasonably changed on a daily basis.

Assistant Fire Chief:	8/hour days as assigned
Deputy Chief/Fire Marshal:	8/hour days as assigned
Deputy Fire Marshal/Captain:	8/hour days as assigned
Support Services Officer/Captain:	8/hour days as assigned
Shift Commander:	Rotating Shifts as assigned

B. Any use of days referred to in this document shall be twelve (12) hours for shift commanders and eight (8) hours for day officers. The Assistant Fire Chief is not eligible for overtime. The Fire Marshal and Deputy Fire Marshal/Captain are not eligible for overtime unless called back for a significant event as determined by the Fire Chief or his designee. Captains and/or Shift Commanders appointed after July 1, 1999 are not eligible for overtime except for shift overtime. Shift Commanders appointed before July 1, 1999 shall receive overtime at the rate of time and one-half (1 ½) for actual hours worked when used as coverage for vacant shifts or emergency response call backs as authorized by the Fire Chief or his designee. Scheduling of overtime shifts will be in advance through the Chief's office whenever possible. To incorporate the practice of working down (a higher ranking officer working a lower grade for retention of skills) upgrading (for mentoring), vacant shifts may be filled by a higher or lower ranking "Day" officer. Seminars, classes and meetings (regular or emergency) shall be considered a responsibility of the position.

When eligible, above designated employees may request a compensatory day and one-half (1 ½) off in lieu of overtime pay with the approval of the Fire Chief for scheduling purposes. Any compensatory days must be used within the calendar year earned and any such days not used shall

- C. 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 properly 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, demotion, or extension of the probationary period for not more than three (3) months. Such report and its approval is an absolute requirement for appointment to regular status.

Employees shall have periodic merit evaluations at least once a year and subsequent adjustments to their compensation as appropriate to be implemented the first pay in January retroactive to the previous July if authorized in writing by the General Manager. For 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 percent. Employees who are at the maximum of their range will receive their merit increases in a lump sum which shall not be built into the base salary.

### **III. 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, or courses toward Paramedic certificate/degree, 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 or, in the case of Paramedic studies, receives a Paramedic certificate. 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. Employees who opt for reimbursement pursuant to terms of this section, will not be eligible for college degree incentive pay.

#### 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, or his designee, 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.
- 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 recorded in writing; a copy of the report and the penalty shall be 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 furnish the employee with a written statement within forty-eight (48) hours of his decision. This statement 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

Due to certain unique aspects involved with the Fire Officers' positions and the complexity and knowledge base that is necessary under which to make decisions, an independent panel shall be formed consisting of

as a non-binding arbitration panel for issues involving fire ground operations. The findings of this panel shall be submitted to the Fire Chief or his designee for review and a final determination.

#### Step Four

If the aggrieved employee is dissatisfied with the Fire Chief or his designee'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 Fire Chief or his designee 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 Five

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.

D. Reference to Contracts. Those employees of the Town who are covered by collective bargaining agreements will be covered by grievance procedures as stated in the contract.

### **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

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 appropriate list in reverse order of layoff. 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 Termination. 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 vacation or annual leave time as the case may be, as provided for herein.

C. Retirement.

1. Retirement Provisions. Employees should refer to Section XI (Pension).
2. Dismissal. See Section IV (Penalties).

## **VII. LEAVES OF ABSENCE**

A. Sick Leave.

1. Regular, full time employees shall earn sick leave with pay at the rate of one (1) working day (twelve (12) hours for shift commanders; eight (8) hours for day officers) of sick leave for each full month of employment with the Town. Each employee shall be notified of his accumulated sick leave on an hourly basis regularly on his paystub.
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



event of a personal illness or serious 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.

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. Whenever possible the Department shall be notified by the employee whenever he/she is unable to attend to duties because of illness not later than three (3) hours prior to the start of the scheduled work day.

The Town reserves the right to discipline employees whose utilization of sick leave is not in accordance with the terms of this Overview. Evidence of misuse of sick leave includes, but is not limited to: Patterns of sick leave use after the beginning or end of the workweek; use of sick days immediately preceding or following holidays; and use of sick days in conjunction with vacations or other approved leaves of absence.

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 a certificate for any misuse of sick leave which exceeds a total of five (5) days per calendar year at 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 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:

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) In the event of critical illness or severe injury in the immediate family which occurred either during the normal work day or within four hours of the start of the workday, creating an emergency that requires the attendance or aid of the employee for a period not to exceed one (1) day on each occasion.
  - (4) When injury or illness prevents the employee from being able to perform his duties.
  - (5) 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.

4. Reimbursement for Sick Leave.

Upon retirement or death, the Town will pay fifty percent (50%) of unused sick leave that an employee has to his credit to the employee or the spouse, as the case may be. In the event that the employee is not survived by a spouse, said unused sick leave payment shall be made to the employee's estate. Notwithstanding the above, employees hired or appointed after July 1, 2004, shall, upon retirement or death, be eligible to receive from the Town, payment for unused accumulated sick leave, not to exceed sixty (60) days in total. The payment shall be on the basis of an average of the last three (3) years of base salary for the employee.

In the event an employee terminates his employment in good standing, he shall be eligible to receive from the Town, payment for twenty-five percent (25%) accumulated sick leave, not to exceed thirty (30) days, on the basis of an average of his last three (3) years of base salary. Employees terminated for just cause shall receive no benefit under this Section. There shall be no payout to an employee who resigns with less than ten (10) years of Town service.

5. Calculations of Sick Leave due to Transfers and Promotions

Any employee transferred or promoted from a 42 hour shift schedule to a 40 hour per week day schedule shall at that time have their sick time accumulation frozen at the 12 hour

change shall be calculated for payout at their new 8.0 hour per day rate.

6. Additional Sick Leave.

The General Manager may grant additional consecutive sick leave with pay in exceptional cases. This leave shall not exceed eight (8) days for each year of consecutive service with the Town. Requests for such additional sick leave shall be submitted in writing and must be signed by the employee. It must be submitted to the Chief of the Fire Department, who shall, within five (5) working days, transmit the request with a written recommendation to the General Manager. Additional sick

leave at the rate of eight (8) days per year. Said deduction shall begin after the employee has earned seven (7) days of sick time per year and this method of reimbursement shall continue until the deficit is exhausted.

7. 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. No deductions for sick leave shall be made to augment Workers' Compensation.

The General Manager or his designated representative, may make provision for a physician with the proper qualifications, other than the employee's family doctor, to make examination at the Town's expense.

### **ARTICLE VIII. MISCELLANEOUS LEAVES**

- A. An employee shall be granted leave of absence with pay for the reasons listed below. Whenever possible, absences for any such purposes must be approved by the Fire Chief in advance. If the Fire Chief is not available, the highest ranking officer on duty has the authority to grant such leave.

1. For medical, dental, or eye examination or treatment, for which arrangements cannot be made outside of working hours up to six (6) hours per year.
2. When his presence on duty will expose others to contagious disease.

- B. Annual Leave

All employees covered by this Employment Overview 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 Fire Chief, 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 includes but may not be limited to attendance at funerals, weddings, personal business obligations, and vacation periods. Any employee working less than full time year round shall have Annual Leave prorated as appropriate.

C. Eligibility for Annual Leave

The officers assigned to a Shift work schedule covered by this overview shall be granted annual leave as follows:

For 5 years of service or less	16 days
6 - 10 years of service	20 days
11 - 20 years of service	24 days
21+ years of service	28 days

The officers assigned to a Day work scheduled covered by this overview shall be granted annual leave as follows:

For 5 years or less of service	20 days
6 - 10 years of service	25 days
11 - 20 years of service	30 days
21+ years of service	35 days

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. The Fire Chief 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, the officers 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 for day officers and as many as five (5) calendar days for shift officers. Carry-over of Annual Leave for employees shall not exceed an amount equal to fifteen (15) days for day officers and twelve (12) days for shift officers. Such carryover is not

with the written permission of the General Manager except as otherwise authorized in writing by the

General Manager. Payout of unused Annual Leave shall be based upon the amount of paid leave you are eligible to receive in the year of separation.

- G. Maternity Leave. Employees who are expectant mothers shall report to the Town Health Director before the fourth (4th) 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 a couple of 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 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

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 annual leave 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 (fifteen (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. Incentive Pay. There shall be no extra pay for possessing Associate, Bachelor or Master degrees for appointments made after July 1, 1999.
- K. Degree Pay. Employees who receive a degree in Fire Science, Fire Technology or Paramedic studies while employed by the Town, will be granted an additional Two Hundred Dollars (\$200) per year for an Associate's Degree and Four Hundred Dollars (\$400) per year for a Bachelor's Degree, except as provided for in Article III(c) of this Overview. Employees who complete fifty percent (50%) of course work toward an Associate's Degree in Fire Science, Fire Technology or Paramedic studies after July 1, 1999, shall receive One Hundred Dollars (\$100) per year, provided the employee demonstrates to the Town good faith efforts toward achieving an Associate's Degree except as provided for in Article III(c) of this Overview. Said payments shall be paid in two (2) installments - November and May of each year. Employees receiving said pay as of the effective date of this Agreement shall continue to receive degree pay. New appointees are not eligible to receive degree pay when the degree is required of the position.

If EMT responsibilities are required of the position, the Officer shall receive a bonus of One Hundred Dollars (\$100) each year for the first ten (10) consecutive years on the Department that they have held the certification and then Two Hundred Dollars (\$200) per year thereafter. Employees with Paramedic responsibilities required of the position shall receive a bonus each year in accordance with the following schedule:

Start: Year One	-	\$ 800.00
Year Two	-	\$1,000.00



Year Four	-	\$1,400.00
Year Five	-	\$1,600.00
Year Six	-	\$1,800.00
Year Seven	-	\$2,000.00

Employees must have their certification or license prior to the payment date to receive said bonus pay. Said payments will be paid in two (2) installments: December and June of each year.

- L. 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.
- M. 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 therefor and of the length of leave requested. Such leave can only be granted if all leave other than sick is exhausted.

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.

- N. Stipends. Stipends, one time merit increases and buy-backs shall be considered as salary for the purpose of pension calculations.
- O. Reference to Contracts. Those employees of the Town who are covered by collective bargaining agreements will have leaves of absence as stated in the contracts. Those aspects of these Rules covered in the contracts will not apply to such employees.

## **IX. 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	

Those employees who work five (5) consecutive days per week shall take their holidays in conjunction with other Town departments unless otherwise authorized by the Fire Chief or his designee.

Each day of holiday pay for Shift Commanders shall be computed by multiplying his hourly rate of pay by twelve (12) hours.

## **ARTICLE X. INSURANCE BENEFITS**

The Town shall provide and pay for each employee and eligible dependents, except as may be otherwise indicated herein:

- A. The Anthem Blue Cross and Blue Shield of Connecticut Century Preferred Plus Plan.
- B. Anthem Blue Cross/Blue Shield Dental Plan plus rider A for employees only, if hired before July 1, 1999 or appointed before July 1, 2004. Employees hired after July 1, 1999 or appointed after July 1, 2004 shall receive the Anthem Blue Cross and Blue Shield 90/10 Dental Plan.
- C. Regular full time employees shall annually contribute through payroll deductions which shall be on a pre tax basis as allowed by the Internal Revenue Code, three hundred dollars (\$300) toward the cost of insurance benefits listed in A and B above. Optional plans for active employees include Blue Care (BC/BS). Employees electing one of these options shall pay the difference in rate, if any, between the optional plan and the Century Preferred Plan.
- D. The Town shall provide and pay for Group Life Insurance for each employee in the amount of

employee's expense at rates determined by the Town. In addition, the initial Group Life coverage to which the employee is entitled shall contain a double indemnity clause.

**XI. PENSION**

Retirement Provisions. Employees of the Fire Department should refer to the Connecticut Municipal Employees Retirement Fund B (MERF-B) summary plan description.

The Town shall provide and pay for the following insurance for an employee and spouse of record at the time of retirement, except as otherwise specified, who has retired in accordance with the provisions of Plan B of the Connecticut Municipal Employees Retirement Fund after completion of twenty-five (25) years of service with the Town Fire Department, which may include military service time as provided for in said Retirement Fund, or who has received a disability retirement as the result of a work-related injury and has been employed by the Department for at least fifteen (15) years:

- A. Connecticut Blue Cross 65 - High Option Medicare Supplementary Benefits
- B. Blue Shield 65 - Medical/Surgical Coverage - PL-81
- C. Major Medical Medicare Supplement - Major Medical Benefits - MM65
- D. Retiree life insurance in the amount of \$6,000 effective July 1, 1999 for those retiring after said date.

Employees initially hired by the Department after July 1, 1999 who subsequently retire from the Department in a position covered by this Overview shall only be eligible to receive the individual employee retiree health benefit. All employees retiring after July 1, 1999 shall be required to co-pay for health insurance in the same amount as active employees at the time of their retirement.

**ARTICLE XII. LONGEVITY**

Each employee who qualifies shall receive longevity pay in accordance with the following schedule:

10 years	.....	\$200.00
15 years	.....	\$300.00
20 years	.....	\$500.00

Employees hired after July 1, 1999 or appointed after July 1, 2004 are not eligible to receive longevity payments.

**ARTICLE XIII . UNIFORMS**

kind as determined by the Fire Chief or his designee. Officers shall request replacement through the Chief's office as necessary.