

TERMS AND CONDITIONS OF
EMPLOYMENT
FOR NON-UNION EMPLOYEES OF THE
TOWN OF GROTON

EFFECTIVE JULY 1, 2006

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Attachment A Non-Union Pay Plan

Terms and Conditions of Employment for Non-Union Employees of the Town of Groton

1.0 PURPOSE

This document describes the terms and conditions of employment for non-union employees of the Town of Groton. Nothing herein shall be construed as imposing any contractual obligation on the part of the Town or as a guarantee or promise of continued or permanent employment with the Town. The Town Council reserves the right, upon the recommendation of the Town Manager, to alter or terminate at anytime, the practices, policies, plans and benefits described in this document.

2.0 APPLICABILITY

This document shall be fully applicable to regular and probationary full-time non-union employees of the Town of Groton. Pro-rated benefits for regular-part time employments are contained in Section 27.

Uniformed police officers promoted into a non-union police position, may elect to continue to receive the same benefits as those of the Groton Police Union. Such election must be made in writing within thirty (30) days of appointment and shall be irrevocable. If no election is made the provisions of this document shall apply. Compensation for non-union police officers shall be in accordance with this document.

3.0 POLICY STATEMENT

In recognition of the level of responsibilities and the additional work and effort routinely required of non-union employees, it is the policy of the Town of Groton that the terms and conditions of employment for non-union employees shall be comparable to or exceed those of unionized professional and supervisory employees.

4.0 DEFINITIONS

For purposes herein, the Town Manager is considered the Department head for the Town Manager's Office.

5.0 PROBATIONARY PERIOD

5.1 Original Appointment

Newly hired non-union employees shall serve a one (1) year probationary period beginning on the date of appointment. During the probationary period the employee is considered "at will" and may be dismissed by the Department Head with or without notice, and with or without

cause at anytime. However, prior to dismissing an “at-will” employee the Department Head shall review the reasons for termination with Human Resources.

Upon satisfactory completion of the probationary period the employee is considered a “regular employee”. Satisfactory completion means receiving an overall performance rating of “Meets Expectations” or above for the probationary period.

5.2 Promotions

Regular non-union employees promoted to a higher level classification shall serve a six- (6) month probationary period beginning on the date of appointment. During the probationary period, employees may be removed from the higher level classification for any good and sufficient reason including poor job performance. Any employee displaced by the above action may be returned to his/her prior position or placed on the certified list from which they were hired.

Employees who voluntarily transfer to a classification at the same or lower pay level shall also serve a probationary period in accordance with this section.

6.0 HOURS OF WORK

6.1 Unless otherwise noted, the regular work schedule for non-union employees is forty (40) hours per week. Each employee is assigned to a regular work schedule approved by the Department Head. However, nothing herein precludes a change in schedule due to operational needs or unusual or unanticipated circumstances.

6.2 In addition to their regular work schedule non-union employees are expected to attend evening meetings, respond to emergency situations and perform all duties required to carry out the responsibilities of their position. Accordingly, many non-union employees regularly work more than 40 hours per week.

6.3 Department Heads may allow flexibility in the work schedule of employees who consistently work more than their scheduled hours, provided employees document actual hours worked. However, the intent of this provision is not to grant equivalent compensatory time off for all hours worked beyond 40 hours in a week.

7.0 COMPENSATION

7.1 FLSA Exemption

Full-time non-union employees are salaried exempt employees under the Fair Labor Standards Act (FLSA) with compensation based on their annual salary converted to a bi-weekly pay rate. As such they are not subject to the overtime provisions of the wage and hour law. They have qualified for exemption under the law as executive, administrative or professional employees.

7.2 - Pay Ranges/Starting Rate

Pay ranges for non-union classifications are based on external labor market adjusted for internal value and are approved by the Town Council.

Individuals initially appointed to a non-union classification generally are placed at the start of the pay range. However, after review with Human Resources and the approval of the Town Manager individuals may be started at a higher point reflecting their experience, background and previous compensation

7.3 Adjustments to the Pay Plan

The salary ranges for non-union classifications shall be periodically reviewed by the Town Manager. Based on the review, the Town Manager may recommend for Town Council approval adjustments reflecting changes in labor market conditions, internal equity and/or cost of living.

7.4 Annual Salary Review

Non-union employees are eligible for an annual pay increase of between 2.5% and 4% on their classification date. The percentage increase shall be reflective of the employee's job performance in accordance with guidelines established by the Town Manager.

7.4.1 Nothing herein shall require the granting of an annual pay increase. However, no increase shall be granted without a completed performance evaluation.

7.4.2 Employees receiving an "Unsatisfactory" performance rating are ineligible for a salary increase. Increases for employees receiving a "Needs Improvement" performance rating are discretionary with the Department Head. However, an employee receiving a "Needs Improvement" performance rating for two consecutive years is ineligible for an increase.

7.4.3 No employee shall be paid a salary greater than the maximum of the salary range for his or her classification.

7.4.4 Employees who have reached the maximum salary in their pay range are eligible for a bonus in lieu of an annual salary increase. The bonus shall be equivalent to the annual salary increase. If the annual salary increase would result in a salary above the maximum, the portion over the maximum shall be paid as a bonus. Bonuses shall not be included in base pay or annual pay for purposes of retirement calculation.

7.4.5 Employees promoted or reclassified into a higher level non-union position shall be placed at the beginning of the pay range or at a point in the range resulting in a minimum four percent (4%) increase over their previous salary.

7.5 Additional Compensation

7.5.1 Administrative Secretary

If required to return to work after regular working hours to attend a meeting, Administrative Secretaries shall be compensated at straight time for all hours worked with a two- (2) hour minimum or receive compensatory time off. Travel time shall not be considered hours worked.

7.5.2 Foremen

Foremen called back to work outside of their normal work schedule due to an emergency shall be compensated at straight time for all hours worked with a two- (2) hour minimum. Travel time shall not be considered as hours worked.

7.6 Performance Incentive Pool

In addition to the annual salary increases specified above, a Performance Incentive Award pool is hereby established. Performance Incentive Awards shall be based on outstanding or unusual performance by a non-union employee.

On or before April 15 of each year Department Heads may submit to the Town Manager recommendations for Performance Incentive Awards. The submission shall include a brief description of why they believe the award is deserved.

The awards shall be effective on July 1 and at the discretion of the employee may be in the form of additional days of annual leave or an equivalent cash payment. Up to thirty (30) days of additional leave or equivalent cash payments may be granted each year with a maximum of five (5) days per individual employee.

8.0 WORK OUTSIDE CLASSIFICATION

8.1 Temporary Work in Higher Classification

Employees officially appointed to work full time for a period of one month or more in a higher classification shall be compensated at four percent (4%) above their current rate of pay or at the start of the pay range of the higher position whichever is higher. However, if the employee's salary in their regular classification is the same or higher than the beginning of the pay range in the higher classification, they shall be paid at the point in the higher classification that is a minimum of four percent (4%) above their current compensation.

8.2 Extra Assignments

Occasionally employees may be asked to temporarily take on additional responsibilities or assignments; i.e. assume responsibility for an additional division or work unit. The Town Manager may approve additional compensation in accordance with Section 8.1 even though work may not necessarily be that of a higher classification.

9.0 ANNUAL LEAVE

9.1 Paid annual leave is accrued based on full months of employment according to the following schedule:

Length of Employment	Days Accrued per Month	Days Accrued July 1 st	Total
Less than 9 years	1 ¼	2	17
Beginning of 10 th year of employment but less than 15	1 ½	2	20
Beginning of 15 th year of employment and thereafter	2	2	26

9.2 Length of Employment is time spent in full-time employment with the Town, including probationary appointment. Previous full time service may be included with the approval of the Town Manager. In addition, the Town Manager may upon the recommendation of the department head approve the granting of up to five (5) days of annual leave to newly hired employees.

9.3 Annual leave shall be accrued on each full month of employment up to the date said leave is taken and shall begin to accrue on the first day of first calendar month next following the date of appointment unless the employee is appointed on the first day of the month, in which case, leave shall begin to accrue on the first day of the next month.

9.4 Two (2) additional days of annual leave are accrued each July 1st.

9.5 The taking of annual leave requires the prior approval of the department head or designee and shall be taken consistent with effective departmental operations. Annual leave may be taken in 1/4-hour increments.

9.6 No employee shall be allowed to carry over into a new fiscal year annual leave in excess of twice the number of days accrued the previous year. Each June 30th up to eleven (11) days of annual leave in excess of this limit shall be converted to cash at the employee's regular rate of pay, provided the employee has taken a minimum of fifteen (15) days annual leave during the year. This payment shall not be included in base pay or annual pay for purposes of retirement calculation. Leave ineligible for conversion shall be lost.

10.0 SICK LEAVE

10.1 Employees accrue sick leave at the rate of one and one quarter (1 1/4) days per month, for a total of fifteen (15) days per year. Newly hired non-union employees shall be granted three (3) sick days.

10.2. Sick leave may be accumulated up to two hundred and fifty (250) days. Each June 30th sick leave accrued in excess of this limit shall be converted to pay in the ratio of three (3) sick days being equivalent to one (1) days pay at the employee's current rate of pay.

10.3 Sick leave can be used in one-quarter (1/4) hour increments under the following conditions:

10.3.1 Personal illness or injury;

10.3.2 Medical and dental appointments for the employee or dependents (family members) that can not be arranged other than during normal working hours;

10.3.3 An illness in the immediate family or household requires the employee's personal attention; unless the absence qualifies under the Family Medical Leave Act (FMLA) the duration of such absence shall be limited to five (5) days per occurrence. Additional days must be charged first to annual leave and then if eligible to Leave Without Pay.

10.4 Employees using sick leave shall notify their supervisor either before or as soon as possible after their normal starting time. Employees are expected to keep their supervisor informed during absences of longer than one day. All absences greater than three (3) days will be evaluated to determine if they are FMLA qualifying. The Town reserves the right to ask for substantiation of absences charged to sick time.

10.5 Absences from work due to illness when the employee has used up all their sick leave and is not eligible for disability leave shall be charged first to accumulated vacation and then to Leave Without Pay.

10.6 Payment at Retirement.

Employees having one hundred (100) or more accumulated sick days at retirement are eligible to convert accumulated sick leave to a cash payment as provided below. Payment is based on the employee's rate of pay at retirement. For purposes of this Section retirement shall be defined as meeting the eligibility requirements contained in Section 5 of the Retirement Plan for Non-Union Employees of the Town of Groton.

1. For employees participating in the Town's Defined Benefit Retirement Plan hired on or after January 1, 1999; all accumulated sick leave days shall be converted to cash at the rate of four (4) days sick leave equal to one (1) days pay. Payment shall be subject to retirement withholdings and included in average annual pay for the purpose of calculation of retirement benefits.
2. For employees not participating in the Town's Defined Benefit Retirement Plan all accumulated sick leave days shall be converted to cash at the rate of two (2) days sick leave equal to one (1) days pay.

3. Employees participating in the Town's Defined Benefit Retirement Plan hired prior to January 1, 1999 shall have the option to have accumulated sick leave converted to cash at retirement in accordance with either of the above sections.

11.0 ADMINISTRATIVE LEAVE

When emergency or unusual circumstances arise or for any other good and sufficient reason, the Town Manager may at his/her sole discretion grant administrative leave with or without pay.

12.0 LEAVE OF ABSENCE WITHOUT PAY

12.1 Reasons

Upon the recommendation of the Department Head and the approval of the Town Manager, Leave of Absence without Pay may be granted to employees up to a maximum of six (6) months.

Leave granted under this section is intended for special or unusual opportunities for personal or professional development or unanticipated medical or family obligations not covered under other paid leave provisions. It is not intended for use as additional unpaid vacation. Leave for the purpose of caring for a new child or a family member who is seriously ill shall count toward Family and Medical Leave.

12.2 Effect on Fringe Benefits and Seniority

12.2.1 An Employee taking leave of absence without pay for less than thirty (30) calendar days shall retain all rights and benefits for which they are normally entitled with the exception of accrual of sick and annual leave.

12.2.2 An Employee taking leave of absence without pay for more than thirty (30) calendar days shall not retain any benefits or privileges of employment with the following exceptions:

12.2.2.1 Option to continue health insurance coverage at the Town group rate, upon monthly payment of COBRA rate.

12.2.2.2 Retain reemployment rights to their previous or equivalent position.

12.2.2.3 The employee's increment date shall be adjusted to reflect the amount of leave taken.

12.2.2.4 The period of leave will not be included in years of service for the calculation of pension benefits, eligibility for vesting or any other purpose in the Town's Pension Plan.

13.0 FUNERAL LEAVE

13.1 In case of death of spouse, father, mother, son or daughter, an employee is entitled to five (5) days off without loss of pay.

13.2 Employees may take up to three (3) days of leave to attend the funeral of a family member, close personal friend or colleague. Up to two additional days of leave may be granted by the Department Head depending on the closeness of the relationship, travel distance and any other relevant factors.

14.0 HOLIDAYS

14.1 Regular Holidays

The following shall be paid holidays for all employees

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Holidays that fall on Saturday will be observed the day before on Friday, and holidays that fall on Sunday will be observed the day after on Monday. If Saturday is part of an employees normal work schedule and a holiday falls on a Sunday, it will be observed the preceding Saturday. If a holiday falls on Monday, which is not part of the employee's normal work schedule, it will be observed the following Tuesday.

14.2 Normal Holidays

The following are normal holidays for Town Employees

President's Day
Good Friday
Columbus Day
Veteran's Day
Day after Thanksgiving

14.3 Optional Holidays

Employees may substitute any of the following as a paid holiday for those listed above and work that day instead.

Yom Kippur
1st Day Rosh Hashanah
1st Day Hanukkah

Employee's Birthday

The Department Head shall be notified of any substitutions at the beginning of the calendar year. However, later substitutions may be allowed with the written approval of the Department Head. Unless the Department Head is notified to the contrary, employees will be expected to take the seven holidays listed in 14.1 plus the five normal holidays listed in 14.2.

14.4 Work on Holidays

Employees required as opposed to electing to work on holidays shall receive equivalent time off, which must be used within six (6) months.

15.0 SPECIAL LEAVE

Special Leave will be granted on the days or portions of days listed below:

December 24, whenever it occurs on a Monday

December 24, from 12:00 noon on, whenever it occurs on a Tuesday, Wednesday, or Thursday

December 26, whenever it occurs on a Friday.

When December 26 occurs on a Saturday, no employee covered by this agreement will be required to work in the Library.

Other days or portions of days as may be declared by the Town Manager.

Employees required to work on special leave days shall receive equivalent time off with pay.

16.0 JURY DUTY

Any employee required to report for jury duty shall receive full pay from the Town while absent for such duty offset by pay received for service as a juror. Employees are expected to return to work if relieved from Jury Duty prior to the last two hours of their regularly scheduled workday. An employee notified to report for jury duty will notify the Department Head as soon as possible upon receipt of the notice.

17.0 MILITARY LEAVE

The Town will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act.

18.0 NON JOB RELATED DISABILITY

18.1 Administration

The Town provides a self-administered Non-Job Related Disability Plan, administered by Human Resources. The plan is supplemental to paid sick leave and provides benefits to employees who are temporarily prevented from performing the essential duties of his/her position solely due to a non-occupational injury or illness.

18.2 Eligibility

Requests for Non-Job Related Disability Leave must be made in writing through the employee's department head or directly to Human Resources. To be eligible for Non-Job Related Disability Leave the following terms and conditions must be met:

18.2.1 At the onset of the disability leave the employee must have exhausted all accumulated sick leave.

18.2.2 The length of absence must exceed twenty (20) working days and be due to non-occupational injuries or disease. Disability leave shall begin on the twenty first (21st) day of the absence.

18.2.3 The employee must be under the care of a physician or surgeon.

18.2.4 Submission of medical documentation from a physician indicating the nature of the disability, the projected duration and a statement from the physician that the employee is unable to perform the essential duties of his/her position.

18.2.5 A reasonable medical prognosis that the employee will be able to return to work.

18.2.6 The injury or illness was not caused by, contributed to or a consequence of an illegal act or work for another employer.

Human Resources will review the information provided and make a determination as to eligibility. Nothing herein shall preclude the Town from obtaining a second medical opinion on the nature and extent of disability or prognosis for return to work. Duration of Disability Leave will be based upon the expected return to work date.

18.3 Disability Leave Provisions

18.3.1 During the period of disability leave, employees shall receive compensation equal to sixty percent (60%) of their regular salary up to a cumulative total of thirty-nine (39) weeks within any two- (2) year period.

18.3.2 Payments are bi-weekly and are subject to withholding tax, social security and retirement deductions.

18.3.3 Elective withholding such as credit union may be stopped upon proper notification to the Finance Department.

18.3.4 While on disability leave employee shall not accrue sick or vacation time.

18.3.5 Anniversary/classification dates will be adjusted to reflect the period of leave if it exceeds one month.

18.4. Return to Work

An employee on disability leave may not return to work without medical documentation that they are capable of performing the essential functions of their position. If there is an issue regarding the ability of the employee to return to work, Human Resources may obtain a second medical opinion. A final determination will be then be made as to when and if the employee may return to his/her former position or a similar position within the same department or with the approval of the Town Manager, another position in the Town provided the employee meets the qualifications contained in the job description for that position.

19.0 WORKERS' COMPENSATION

19.1 The Town shall supplement worker's compensation payments to assure an employee injured in the course of his/her employment continues to receive his/her regular pay for the duration of the absence up to a maximum of one (1) year or maximum improvement whichever is earlier.

19.2 If the Town disputes the employee's eligibility for workers' compensation, the employee's absence shall be charged to sick leave, annual leave or disability leave until a determination is made by the Workers' Compensation Commissioner as to the employee's eligibility.

19.3 If it is determined that the employee is eligible for workers compensation payments, any sick leave or annual leave used during this period shall be restored and disability payments credited to worker's compensation.

20.0 ABSENCE CONTROL POLICY

The position of an employee absent from work due to injury or illness shall not be filled with a regular employee for a period of one (1) year. However, if the length of absence due to illness or injury exceeds one year from the date of commencement of the absence and there is no prognosis for return within the next three (3) months, the Town may terminate the employee and post the position for filling. Nothing herein shall preclude the Town from filling the position on a temporary basis during the employee's absence.

21.0 MEDICAL INSURANCE COVERAGE

21.1 Employee Group Health Insurance shall consist of:

21.1.1 Anthem Blue Cross/Shield Century Preferred or a substantially similar point of service plan with the following co-pays:

\$	10.00	for medical services
\$	25.00	for emergency room care
\$	100.00	Hospital

21.1.2 Prescription drug rider with mandatory generic substitution and no annual limit with the following co-pays:

\$	20.00	Brand Name
\$	10.00	Generic
\$	5.00	Mail order

21.1.3 Anthem Blue Cross/Shield or substantially equivalent full service dental plan with the following riders:

Additional Basic Benefits Amendatory Rider
Prosthodontics Amendatory Rider
Periodontics Amendatory Rider

21. 2 Century Preferred Comprehensive Plan

In lieu of the primary plan described in Section 21.1 each July 1st (provided the election is made before June 1st), employees have the option to choose the Century Preferred Comprehensive plan or comparable plan.

In network coverage 80%/20%
Out of network coverage 60%/40%
Annual cost maximum \$1,750, \$3,500, \$5,250

And a prescription drug rider with mandatory generic substitution (unless otherwise ordered by a physician) and a \$2,000 annual limit per person with the following co-pays.

\$30.00 for Brand name drug
\$15.00 for Generic drug
\$ 5.00 Mail order

Employee Contributions for Employees covered under the Century Preferred Comprehensive Plan shall be five percent (5%) less than the applicable contribution listed in Section 21.3.

21.3 - Employee Contribution

Effective July 1, 2007, the employee shall pay by payroll deduction seven (7%) percent of the applicable COBRA rate for employee and dependent coverage for the Basic and Additional Coverages specified above with the option to participate in a Section 125 Plan. The deduction percentage shall increase in accordance with the following table:

Effective Date	Payroll Deduction Percentage
July 1, 2008	8%
July 1, 2009	9%
July 1, 2010	10%

21.4. Waiver of Health Benefit Coverage

Employees may voluntarily elect to waive, in writing all medical insurance coverage outlined above. Employees must accept or decline coverage in writing, stating the reason for decline for themselves and or dependents.

If employee, spouse, or dependent declines coverage at enrollment or subsequent to enrollment, they can elect to pick up coverage again each July 1st. Election must be made prior to June 1st of the year. The election criteria will be waived under the following conditions:

- New dependent due to marriage, birth or adoption
- Loss of coverage for the employee, spouse or dependents from another plan
- Loss of employee, spouse or dependent COBRA under another plan

Coverage must be requested within thirty (30) days of the loss. If coverage is added for any of the above reasons, it will begin on the first of the month following submission of the enrollment application.

21.5 Life Insurance

Employees only shall be provided with Life Insurance in the amount of twice the employee's annual salary up to \$100,000. This amount shall be adjusted annually as of July 1st.

22.0 TUITION REIMBURSEMENT

22.1 Employees who have been accepted by an accredited college or university in a degree program relevant to their current position with the Town are eligible for reimbursement of ninety (90%) of the tuition cost for courses taken as part of that program toward an Associates, Bachelor's or Masters Degree with a maximum of two courses per semester.

22.2 Employees seeking tuition reimbursement are required to submit to Human Resources documentation that they have been accepted into a degree program at an accredited college or university. If there is an issue as to the relevance of the degree program, it will be reviewed with the employee's department head. However, Human Resources shall make the final

determination as to relevance. If the employee disagrees with the decision of Human Resources he/she may appeal to the Town Manager whose decision shall be final.

22.3 Upon registration for individual courses the employee shall submit to Human Resources a Request for Tuition Reimbursement Approval. Courses will be reviewed only to assure that they are part of the approved degree program.

22.4 Upon completion of the course, the employee shall submit to Human Resources a Request for Tuition Reimbursement, attaching proof of payment and a copy of the course grade. Reimbursement is contingent upon receiving a grade of "C" or above in undergraduate courses or a grade of "B" or above in graduate courses. Payment shall be made to the employee by separate check, subject to IRS regulations.

22.5 Department Heads shall have discretion as to whether to allow employees flexibility in their schedules to attend classes during regular working hours.

22.6 If an employee voluntarily leaves the employment of the Town, the following percentages of tuition reimbursement payments shall be refunded to the Town by the employee either by direct payment or by withholding the appropriate amount from payments due the employee at separation.

Leaves within 1 yr. from completion of course	100% returned
Leaves within 2 yrs. from completion of course	50% returned
Leaves within 3 yrs. from completion of course	25% returned
After 3 years	No return

23.0 LAYOFFS AND REEMPLOYMENT RIGHTS

23.1 Layoffs

If an authorized position is eliminated due to lack of work, elimination of funding or for other reasons not attributable to the job performance of the employee holding the position, the employee holding the position shall be laid off.

Qualified laid off employees shall have the option to transfer to a vacant non-union position in a classification with the same or lower pay range as their current classification. Qualified is defined as meeting the experience and education requirements contained in the job description, having received a performance rating of "Meets Expectations" or above on their last performance evaluation and be otherwise able to perform the duties and responsibilities of the position without significant training or an extended break-in period.

If the laid off employee elects to transfer to a position in a lower paying classification, the employee will be paid their current salary or the top of the range of the new classification, whichever is lower.

If there are two or more positions within the department in the classification from which a position is being eliminated, the order of layoffs shall be determined by the Department Head considering seniority, job performance, and such other factors that may be in the best interest of the Town.

Laid off employees shall be placed on the reemployment register in the reverse order they were laid off. Such registers shall be valid for one (1) year from the date said employee was laid off.

23.2 Reemployment Rights

If a position in the classification from which an employee has been laid off is reopened within one (1) year from the date of layoff, the certified list submitted to the Appointing Authority shall first consist of names from the Reemployment Register. Selection of a name from the reemployment list or rejection of the entire reemployment list by the appointing authority will be based on the following conditions:

23.2.1 If there are three (3) or more names on the reemployment register, the appointing authority shall make an appointment from this list based on merit and fitness.

23.2.2 If there are fewer than three (3) names on the reemployment register, the appointing authority may select from or reject the list unless it includes a former employee of the department in which the vacancy occurs, in which case the appointing authority shall select from the list.

23.2.3 If the appointing authority rejects the reemployment list, a combined certified list made up from the reemployment register and any current eligibility list will be submitted to the appointing authority. If there is no current eligibility list, a new eligibility list will be established and combined with the reemployment list as provided above.

24.0 DISCIPLINARY ACTION

Disciplinary action shall be in accordance with the Employee Discipline Policy of the Town of Groton.

25.0 DISPUTE RESOLUTION

In the interest of encouraging cooperation and open communication throughout the organization, the Town has established the following dispute resolution policy for non-union employees. The purpose is to have employee questions answered, suggestions heard and problems resolved at the appropriate level of the organization. Non-union employees are encouraged to take constructive advantage of this policy. Supervisors and Department Heads are expected to cooperate fully. No one will be subject to any form of discrimination or reprisal for identifying or attempting to resolve a problem.

The policy allows all questions regarding your employment to be discussed through both informal and formal procedures as outlined below:

1. Supervisor/Department Head: Most of your questions and concerns can be satisfactorily settled by your Supervisor /Department Head.
2. Department Head - If your supervisor is not a Department Head and the matter has not been settled with your supervisor, you may present the issue to your Department Head.
3. Human Resources - If discussions with your Department Head prove unsatisfactory, you may present the issue to Human Resources.
4. Town Manager - If an employee still does not feel his or her questions and/or concerns have been satisfactorily addressed, the employee may speak to the Town Manager
5. The decision of the Town Manager shall be final and binding, except for dismissals which shall be governed by Section 9.4 of the Town Charter. Binding arbitration, as provided in that section, shall be under the jurisdiction of the American Arbitration Association with the costs shared jointly by the employee and the Town.

While there is no requirement that all questions or concerns be reduced to writing, the complexity or consequences of the issue or action involved may be such that putting it down in writing may be beneficial to all involved. Therefore, at any stage in the procedure you may, or may be requested to, put your concerns in writing as well your requested remedy or corrective action. In these instances responses will also be in writing.

26.0 PERFORMANCE EVALUATIONS

26.1 Annual Evaluations

Performance evaluations shall be completed annually by the employee's department head by the employee's classification date. If the employee does not report directly to the Department Head, evaluations should be completed by the employee's immediate non-union supervisor with review by the Department Head.

1. Employees are encouraged to complete a self-assessment, which will be included as part of the performance evaluation documentation.
2. To monitor consistency between Departments, the completed evaluation shall be reviewed with Human Resources prior to meeting with the employee. This section is optional for evaluations completed by the Town Manager.
3. After Human Resources reviews the department head shall meet with the employee to discuss the evaluation and jointly establish goals and objectives for the upcoming year.
4. Employees may appeal their performance evaluation and rating to the Town Manager subject to the following limitations:

The scope of review shall be limited to whether the evaluation was arbitrary, discriminatory or based on factors not related to the employee's actual performance. General disagreement with the evaluation shall not be a basis for appeal.

The Town Manager shall respond within 30 days from the receipt of the appeal.

5. An employee receiving a “Needs Improvement” or “Unsatisfactory” performance rating shall be placed on performance probation and reevaluated every three- (3) months. If performance does not improve to the “Meets Expectations” level further disciplinary action may be taken up to and including dismissal.

26.2 Probationary Employees

26.2.1 Evaluation Schedule

Newly hired employees shall be evaluated after six months and thirty (30) days prior to the end of the one-year probationary period. However, supervisors are encouraged to review the employee’s performance every three months. Employees promoted to a new position shall be evaluated after (3) months and thirty (30) days prior to the end of the six-month probationary period.

26.2.2 Final Probationary Evaluation

Regular appointment is contingent on a performance rating of “Meets Expectations” or above on the final probationary evaluation conducted thirty (30) days prior to the end of the probationary period. This evaluation shall cover the entire probationary period.

26.2.3 Intermediate Evaluations

Employees receiving an “Unsatisfactory” or “Needs Improvement” performance rating on a thirty-day or six-month probationary evaluation shall be placed on performance probation and reevaluated in 30 days. They will be notified that unless performance improves, they may be terminated as an employee or, in the case of a promotion, returned to their prior or equivalent position.

The Department Head shall meet with the employee and discuss the areas needing improvement and, to the extent possible, establish specific goals/objectives that the employee must meet.

If employee's performance has not improved by the next evaluation and is still “Unsatisfactory” or “Needs Improvement” the employee generally shall be terminated or returned to their prior position upon consultation with Human Resources.

26.2.4 Extension of Probationary Period

The Department Head may recommend that the probationary period be extended for up to six (6) months for employees receiving a “Needs Improvement” performance rating on their final probationary evaluation. Such extensions are subject to review by Human Resources and approval of the Town Manager.

If an extension is granted, the employee will continue to be evaluated every thirty (30) days. If prior to the end of the extended probationary period, performance has not improved to "Meets Expectations" the employee may be terminated or returned to his/her prior or equivalent position (in the case of a promotion). A final probationary evaluation will again be conducted two-weeks prior to the end of the extended probationary period. A performance rating of "Meets Requirements" or above is required for continued employment. In the case of a promotion the employee may be returned to their prior or equivalent non-union position.

27.0 REGULAR PART-TIME EMPLOYEES

27.1. Definition - employees in a non-union classification with a regular schedule of more than twenty (20) but less than thirty-five (35) hours per week.

27.2 Pro-rated Benefits:

Benefits for regular part-time employees shall be pro-rated as provided below. This section shall supersede prior language applicable to full-time employees.

27.2.1 Annual Leave - accrued in proportion to hours worked pro-rated on 96 hours for each 2088 hours worked.

27.2.2 Sick Leave - accrued in proportion to hours worked pro-rated on 120 hours for each 2088 hours worked.

27.2.3 Holidays - pay for twelve (12)-designated holidays is prorated based on regularly scheduled average daily hours. Part-time employees required to work on a holiday shall be paid at their regular rate of pay for all hours worked in addition to receiving holiday pay.

27.2.4 Funeral Leave - receive pay for days absent in accordance with Section 13.0 on basis of their regularly scheduled average daily hours.

27.2.5 Health Insurance - employee covered with benefits provided in with Section 21. Spouses and dependents may be covered contingent on the employee paying fifty percent (50%) of the additional premium cost.

27.2.6 Retirement Plan - regular part-time non-union employees shall have the option to participate in the Retirement Plan.