

TOWN OF LONDONDERRY



Personnel and Compensation Policy for Non-Represented Employees

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TABLE OF CONTENTS

ARTICLE 1:	PURPOSE	3
ARTICLE 2:	ADMINISTRATION OF POLICY	3
ARTICLE 3:	SCOPE	3
ARTICLE 4:	DEFINITIONS	4
ARTICLE 5:	NON DISCRIMINATION	4
ARTICLE 6:	APPOINTMENT AND PROBATION PERIOD	4
ARTICLE 7:	LAYOFF /RECALL	5
ARTICLE 8:	SCHEDULED WORK WEEK AND HOURS	6
ARTICLE 9:	WAGE/SALARY SCHEDULES	6
ARTICLE 10:	PERFORMANCE PAY PLAN	6
ARTICLE 11:	PROMOTIONS	7
ARTICLE 12:	HOLIDAYS.....	7
ARTICLE 13:	VACATIONS	8
ARTICLE 14:	SICK LEAVE.....	9
ARTICLE 15:	PERSONAL LEAVE	9
ARTICLE 16:	BEREAVEMENT LEAVE	10
ARTICLE 17:	MILITARY LEAVE	10
ARTICLE 18:	JURY DUTY	10
ARTICLE 19:	INSURANCE	10
ARTICLE 20:	WORKERS' COMPENSATION	13
ARTICLE 21:	CLOTHING/TRAVEL ALLOWANCE	13
ARTICLE 22:	EDUCATIONAL INCENTIVE.....	13
ARTICLE 23:	PROFESSIONAL CERTIFICATIONS	13
ARTICLE 24:	DISCIPLINE AND TERMINATION FOR CAUSE.....	14
ARTICLE 25:	GRIEVANCE PROCEDURE	14

ARTICLE 1: PURPOSE

1. The Town of Londonderry hereby establishes the following Personnel and Compensation Policy for non-represented employees as adopted by the Town Manager and approved by the Town Council.
2. The Policy is intended to assure uniformity of treatment for every non-represented Town employee, regardless of the department to which assigned.
3. The Policy is effective upon approval of Town Council and supersedes all prior policies and practices pre-dating this document.
4. Employees covered by this Policy shall receive a copy of the Policy and shall receive amendments as changes(s) occur with direction as to the impact of such change(s).
5. It is the responsibility of each employee to acquaint himself/herself thoroughly with the provisions of this Policy and any subsequent published revisions. If an employee is uncertain regarding any provision(s) or terminology included in the policy, he/she is responsible to consult with his/her supervisor for clarification.
6. It is the Town's policy to extend to its non-represented employees wages, benefits, and work conditions at least equal to those engaged by represented employees.

ARTICLE 2: ADMINISTRATION OF POLICY

1. It shall be the responsibility of the Town Council to approve additional sections or amendments that comprise the Policy.
2. The Town Manager shall be responsible for the development and overall administration of the Policy.
3. Department Heads shall be generally responsible for adherence to this Policy within their departments.
 - a. Department Heads may adopt departmental policies consistent with this policy.
 - b. Departmental policies shall be as established by the Department Head.
 - c. This does not remove the Town Manager from overall responsibility for and review of the administration of the Town.
 - d. Affected employees shall receive copies of new, or amended, departmental policies.

ARTICLE 3: SCOPE

1. All probationary employees, full-time and part-time employees not in a bargaining unit shall be covered by the contents of this Policy. Unless specifically noted, the term "employee(s)" will be utilized when referring employee group listed above.
2. The contents of this Policy shall not apply in those areas that are found to conflict with Federal or State statute(s).

3. This Policy supersedes all previous plans and invalidates all inconsistent provisions of previous Town Council's directives, personnel policies or other personnel documents.

ARTICLE 4: DEFINITIONS

ANNIVERSARY DATE: An employee's anniversary date is defined as the date when the employee entered the full-time service of the Town as provided on the Town's personnel record.

DEPARTMENT: A functional division of the Town.

EMPLOYEE: Hereinafter used, refers to Town employees not represented by a collective bargaining unit.

PROBATIONARY EMPLOYEE: A newly hired employee working during an identified period whose ability to perform the responsibilities of his/her newly appointed position.

PROBATIONARY PERIOD: A probation period shall be six (6) months from the date of appointment to a position, and may be extended for an additional six (6) months by the Town Manager.

FULL-TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of at least forty (40) hours per week.

REGULAR PART-TIME EMPLOYEES: Employees who have successfully completed a probationary period and are normally assigned work of less than forty (40) hours per week. Regular part-time employees that are normally assigned twenty (20) hours or more work per week may receive fringe benefits prorated for their normal hours worked at the sole discretion of the Town Manager or as otherwise mandated by law. Regular part-time employees that are normally assigned less than twenty (20) hours per week shall not receive pro-rated fringe benefits, other than those mandated by law. Part-time employees that are not normally assigned a regular work week shall not receive fringe benefits, other than those mandated by law.

TEMPORARY EMPLOYEES: Employees that are filling positions designated by the Town as "Temporary" for a predetermined length of time. Temporary employees do not receive fringe benefits, other than those mandated by law.

SENIORITY: The length of full time service with the Town, beginning with the employee's anniversary date.

ARTICLE 5: NON DISCRIMINATION

The Town agrees not to discriminate against an employee of the unit because of race, creed, color, sex, age, national origin, religion, marital status, sexual orientation, or disability.

ARTICLE 6: APPOINTMENT AND PROBATION PERIOD

1. All appointments shall be made by the Town Manager pursuant to the Londonderry Town Charter, Article 4 – Section 4.6B and 4.7.

2. The purpose of the initial six (6) month probation period is to assess the employee's performance. The employee will be given a written evaluation mid-way through the probation period. At any time during the probation period, the employee may be dismissed by the Town Manager. Said dismissal process shall not be subject to the procedures outlined below in Article 24 and Article 25.
3. The Town Manager shall approve any extension of the probationary period in cases where the employee's performance falls below expectation. Extension will be established for a definitive time frame during which the employee will be re-evaluated on the basis of a written plan for achieving and maintaining a satisfactory performance.
4. Successful completion of the probation period will result in the appointment of employee to regular employment status.
5. The probation period may be waived in cases of movement within the Town's organization where an employee assumes duties and responsibilities that are substantially similar to a previously held Town position.
6. Employees promoted to a higher rank or position shall serve a promotional probationary period as defined in Article 4, Definitions. During an employee's promotional probationary period, the employee's performance shall be critiqued at least twice, bringing to the employee's attention positive performance as well as suggestions for improvement. A written summary of the critique shall be provided to the employee.

Upon successful completion of the promotional probationary period, the employee shall be unconditionally appointed to the promotional position. An employee who, during or at the conclusion of the promotional probationary period, whose performance and/or conduct is deemed unsatisfactory by the Town Manager, shall return to his/her previous position at the same rank, grade and rate of compensation prior to qualification for probationary promotional appointment. Nothing in this section shall be interpreted to limit the Town Manager from imposing other appropriate disciplinary action for unsatisfactory performance or conduct.

ARTICLE 7: LAYOFF / RECALL

When it is necessary to reduce the number of employees within a department, layoffs will be made within the overall affected department(s) on the basis of seniority; i.e., the last employee hired within the affected department(s) shall be the first laid-off.

Qualified and available full-time employees within eighteen (18) months from the date of lay-off shall be reinstated to the position from which laid off before new employees are hired or to another association position for which they are otherwise qualified as determined by the Town.

In the event an employee is recalled to full-time employment, seniority shall again begin to accumulate to the employee's seniority at the time of lay-off. Any benefits paid at the time of layoff shall not be paid again. The employee shall be placed at the same salary paid at the time of layoff.

Employees shall lose seniority and shall no longer be covered by the provisions of this Agreement for the following reasons: discharge, voluntary quit, resignation, or retirement.

ARTICLE 8: SCHEDULED WORK WEEK AND HOURS

The normal work schedule for employees shall be as follows:

Full-time employees will work Monday through Friday, normally 40 hours per week. Regular part-time employees will work their regularly scheduled normal workweek as determined by the Town.

Upon being required by their job functions to work in excess of their normal work week, exempt employees may take administrative time off equal to the excess times required by their job functions for appearances before the Town Council, Town Boards and Commissions, citizens' groups, and intergovernmental bodies; and for maintenance of essential services during emergencies. Employees required by their job functions to work in excess of their normal workweek shall not refuse to work such required time, except for good cause.

No employee shall have in excess of eighty hours (80) accumulated administrative time at any time. Employees may each year beginning July 1, 2004, exercise the option to cash out a maximum of sixty (60) hours per fiscal year during the first pay period in June, and any administrative time off remaining at the end of the fiscal year may not be carried over into the next year.

ARTICLE 9: WAGE/SALARY SCHEDULES

Starting salaries may vary according to the credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the Town Manager.

It shall be the responsibility of the Town Manager to determine, on a regular basis, if the Wage/Salary Schedules are appropriate and make changes as warranted, as provided by Charter.

Effective July 1, 2017 and each subsequent year, all full-time and regular part-time employees shall receive a cost of living adjustment based upon the Boston Regional Office Consumer Price Index referred to as CPI-U as published by the U.S. Department of Labor, for the twelve (12) month average for the period ending December 31 of the preceding year, except that in no event shall such increase be greater than three (3) percent and if the adjustment would be negative, no such adjustment shall occur.

ARTICLE 10: PERFORMANCE PAY PLAN

Plan Administration:

- a Each employee shall be eligible for a merit increase of up to two and one-half percent (2.5%) based on annual evaluations based on the date of their appointment to their current grade within their existing job position by his/her immediate supervisor to determine merit eligibility.

Each employee shall provide the employee's immediate supervisor with a written self-assessment of the employee's own performance not less than sixty (60) days prior to the annual anniversary of the employee's date of appointment to her/his current grade within their existing job position. The immediate supervisor shall meet with the

employee within thirty (30) of the supervisor's receipt of the self-evaluation for the sole purpose of reviewing the annual performance evaluation noted above and determine the amount of the merit increase. The focus of the annual self-evaluation shall be the employee's effective discharge of his/her duties.

- b Interim evaluations may be conducted at any time during the evaluation year as necessary due to the employee's supervisor deeming the employee's performance unsatisfactory. All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a satisfactory evaluation.
- c Employees are encouraged to maintain records of performance incidents throughout the evaluation year for use in supporting the yearly evaluation and all discussions up to and including appeals.
- d Evaluations are to be as objective in nature as possible and may be appealed to the Town Manager, but are not subject to the grievance procedure.
- e Overall responsibility for administration of the program shall be vested with the Town Manager.

The effective date of this Article shall be January 1, 2017.

ARTICLE 11: PROMOTIONS

Positions for all promotional opportunities covered by this agreement shall be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The Town may simultaneously advertise the position through outside media while posting it on departmental bulletin boards. The posting shall include the current position description, salary range, test procedure and including weight of part of the test (if any).

ARTICLE 12: HOLIDAYS

The following twelve (12) paid holidays shall be granted:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Martin Luther King Day or Floating Holiday	The Day After Thanksgiving
Memorial Day	1/2 day on December 24
Independence Day	Christmas Day
Labor Day	1/2 day on December 31
Columbus Day	

If an employee is required to work on a holiday, the employee shall be allowed to take a mutually agreed upon discretionary day off within three months of the holiday missed. The Town shall not deny mutual agreement with an individual's request to take discretionary time

off, except for good cause.

ARTICLE 13: VACATIONS

Vacation eligibility shall begin to accrue from the date of hire for employees who shall be eligible for annual vacations based on the following schedule:

<i>Length of Continuous Service</i>	<i>Vacation Accrual Rate (Hours per Month)</i>	<i>Days Per Year</i>
Date of Hire to 12 months of service	6.66	10
13th month through 24th month	7.33	11
25th month through 36th month	8.00	12
37th month through 48th month	8.66	13
49th month through 60th month	10.66	16
61st month through 72nd month	11.33	17
73th month through 84th month	12.00	18
85th month through 96th month	12.66	19
97 th month through 108th month	13.33	20
109 th month through 120th month	14.00	21
121st month through separation	14.66	22

Starting vacation time may vary based on years of service credit given by the Town for relevant training, education and experience in excess of the minimum normally required for employment.

A newly hired employee will not be permitted to schedule vacation during the six (6) month Probationary Period and will not be eligible to any vacation accrual if employment is terminated during the Probationary Period.

With Department Head approval, an employee may take vacation accrued in advance of the schedule provided in Section 1. Employees may carry over accrued vacation as long as the total carry over and current year's eligibility does not exceed two (2) times the yearly total to which the employee is entitled.

When an employee terminates his/her employment with the Town for any reason other than cause, he/she shall be compensated for 100% of all accrued vacation, provided that the employee has given at least two (2) weeks advance notice of his/her intent to terminate employment with the Town. The Town Manager is authorized to waive or otherwise reduce the minimum advance notice requirement.

If an employee covered by this contract is eligible for fifteen (15) or more days of vacation during the current service year, such employee shall have the option of being paid for any unused vacation time up to five (5) days.

ARTICLE 14: SICK LEAVE

Sick Leave shall accrue at the rate of one and one-quarter (1.25) days per month. Sick Leave may accumulate to a maximum of one hundred and twenty-five (125) days.

The Town shall have the right at all times to investigate any sickness claimed by an employee. At the discretion of the Department Head or Town Manager, a doctor's certificate may be required for absence due to illness. When such certificate is required for three or more days of absence, it shall be at the expense of the employee. When a doctor's certificate is required for less than three days, it shall be at the expense of the Town.

Sick leave may be used for actual non-work related sickness or injury of the employee. Sick leave may be used for an instance of illness of a member of the employee's immediate family. For purposes of the Section, immediate family shall be: husband, wife, child or parent of either the employee or employee's spouse.

Employees that leave the employment of the Town for any reason, other than cause, shall be eligible for a maximum payment of their accumulated sick leave up to the following schedule:

1-5 years	10 days
6-10 years	27 days
11-15 years	45 days
16-25 years	60 days
over 25 years	90 days

An employee may not receive payment for more sick leave than she or he has accumulated at the time of termination.

In the event termination of employment shall be the result of an employee's death, his/her beneficiaries shall be entitled to receive compensation for the above stated accrued sick leave

Notification of absence shall be given as early as possible on the first day of absence.

Any non-work related accident or illness in excess of fourteen (14) consecutive calendar days shall be treated in accordance with Article 19 - Insurance, Short Term Disability; however, an employee may elect to use accrued sick time to offset the Town's insurance to maintain his/her full wages during the term of disability until all such accrued sick leave has been exhausted.

ARTICLE 15: PERSONAL LEAVE

Employees who have completed their probation may apply for and be granted unpaid leave of absence for personal reasons. Such leave shall be requested in writing through the appropriate channels to the Town Manager who shall make a final determination as to whether or not the leave will be granted. The decisions of the Town Manager shall not be subject to the grievance procedure set forth in Article 25 below.

Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate.

Scheduling shall be with the employee's immediate supervisor and may be taken in one-half (Yi) day increments. There shall be no carry-over of personal days from one fiscal year to the next.

ARTICLE 16: BEREAVEMENT LEAVE

Bereavement leave of three (3) working days with pay between the date of death and the date of the funeral inclusive shall be granted an employee in the event of the death of his/her:

Spouse	Grandchild	Sister	Sister-in-Law
Father	Grandmother	Brother	Brother-in-Law
Mother	Grandfather	Child	Father-in-Law
Aunt	Live In Partner	Uncle	Mother-in-Law

Under extenuating circumstances, two (2) additional days may be granted under Paragraph 1 of this Article with written approval of the Town Manager.

Employees may be granted three (3) days paid leave in the event of a serious life-threatening illness of a member of that employee's immediate family; granting of any such leave shall be at the sole discretion of the Town Manager.

ARTICLE 17: MILITARY LEAVE

In situations where it is required that an employee fulfill a two-week annual military obligation, the Town agrees to pay the difference between the employee's regular salary and the base pay received from the military, based on satisfactory evidence of such service and pay provided to the employee's immediate supervisor.

ARTICLE 18: JURY DUTY

An employee who is called as a juror shall assign payment received by the employee ("sign over" the checks) for such service to the Town and will receive their regular rate of pay (budget wage less normal deductions, not including overtime) except that in no event shall an employee be expected to assign an amount in excess of his/her regular rate of pay.

Employees who are called to jury duty and are excused from jury duty for a day or any portion thereof during their normal work schedule shall be required to report to their regular work assignment as soon as is reasonably possible after being excused.

Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

ARTICLE 19: INSURANCE

Health Insurance

1. Effective July 1 of each year, the Town shall contribute towards the cost of health insurance selected by the eligible employee at the rate of eighty-five percent (85%) of the Blue Choice - Plan One with Rider or a successor plan agreed to by the parties, based on the applicable rates in effect

as of July 1 of each successive year for either a single person, two-person, or family plan for each member. Employees hired after November 1, 2004, the Town shall contribute towards the cost of health insurance selected by the eligible employee at the rate of seventy-five percent (75%) of the Blue Choice - Plan One with Rider, lesser plan or a successor plan agreed to by the parties, based on the applicable rates in effect as of July 1 of each successive year for either a single person, two-person, or family plan for each member. Employees promoted into the unit after October 31, 2004 shall retain the same level of coverage received prior to promotion.

There shall be no pay back of any differential if an individual chooses a lesser plan.

In the event an employee opts for more comprehensive coverage through an alternative Blue Cross/Blue Shield plan offered through the HealthTrust, such employee shall be responsible for payment of the difference between contributions provided by the Town for Blue Choice Plan One with Rider and the applicable premium rate for the more comprehensive coverage.

2.A. Effective January 1, 2017, the Town shall contribute towards the cost of health insurance selected by the eligible employee as follows: ninety percent (90%) of the premium for Lumenos – High-Deductible Health Plan for single, two-person or family coverage. In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.

2.B. Effective July 1, 2017, the Town shall contribute towards the cost of health insurance selected by the eligible employee as follows: 100% of the premium for Lumenos - High-Deductible Health Plan for single, two-person or family coverage. In the event an employee opts for a plan other than Lumenos, the employee will pay the additional premium cost over and above 100% of the premium cost of the Lumenos plan.

2.C. Employees who opt to participate in the Lumenos plan, the Town shall contribute to the employee's Health Savings Account as follows:

January 2017	\$2,500 single coverage / \$5,000 two-person or family coverage
FY2018	\$0 single coverage / \$0 two-person or family coverage
FY2019	\$1,000 single coverage / \$2,000 two-person or family coverage
FY2020	\$1,000 single coverage / \$2,000 two-person or family coverage

Payments to the Health Savings Account shall be made in the first pay period in January 2017, July 2018; and July 2019. Employees who opt out of the coverage prior to the end of a coverage year agree to authorize payroll deductions from the employee's compensation an amount equal to the proportional share of account contributions not earned (1/12 basis per month), or to deduct from an employee's final compensation when separating from Town employment.

Dental Insurance: The Town agrees to provide at no cost to employees dental insurance through Northeast Delta Dental, Option III, Coverage A - 100%, Coverage B - 80%, Coverage C - 50%, with \$25/\$75 deductible and \$1,000 maximum per year or equal coverage offered shall be single, two-person, or family membership.

Life Insurance: The Town shall provide, at no expense to employees, life insurance equal to

one (1) year's base salary up to a maximum of \$100,000, with benefits for accidental death and dismemberment equal to one (1) year's base salary up to a maximum of \$100,000.

Short-Term Disability: The Town shall provide, at no expense to employees, short-term disability insurance covering non-work related accidents and illness to commence on the fifteenth (15) day of such illness or accident with a maximum benefit period of twenty-six (26) weeks at 66 2/3% of the employee's basic weekly earnings at the time the employee became eligible.

Long-Term Disability: The Town shall provide, at no expense to employees, long-term disability insurance covering non-work related accidents and illness to commence on the twenty sixth (26) week of such illness or accident at 70% of the employee's basic weekly earnings at the time the employee became eligible.

Indemnification: The Town shall indemnify and save harmless any employee covered by this Agreement and acting within the scope of his/her employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reasons of: (a) negligence of other act resulting in accidental injury to a person or accidental damage to or destruction of property, and (b) any act or omission constituting a violation of civil rights of any person under Federal Law if such act or omission was not committed with malice. The Town shall supply the employee with counsel or, if there is a legal conflict of interest as determined by the Town, pay his or her reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Town in the defense of any action brought against the employee and/or the Town.

Insurance Buy Out: Regular full-time employees who are eligible and opt not to subscribe to a town sponsored health plan shall receive \$2,500 per year. Payment shall be divided equally and payable to eligible employees during the employee's regular pay period. Regular part-time employees shall not be eligible for the insurance buyout.

Medi-Comp III: The Town shall provide at the employee's expense, Medi-Comp III coverage to employees who upon reaching age sixty-five (65) qualify for retirement under the rules and regulations of the New Hampshire Retirement System, retire from employment with the Town provided that such employees have worked for the Town for a minimum of ten (10) years.

The Town reserves the right to make changes in the insurance carriers, claims administrator organization, or method of providing Insurance-Supplementary Compensation at any time that financial or service considerations make such a change, in their opinion, advisable, providing such change shall not increase cost to the employee by means of deductibles, co-payments and that the overall benefits structure shall be comparable to the plan replaced, except as otherwise provided for in this Article.

ARTICLE 20: WORKERS' COMPENSATION

All employees of the Town who are injured or incur a job-related illness while in the performance of their duties shall receive their regular rate of pay (budget wage less normal deductions) while on injury/illness for a period of twelve (12) months from date of such injury or illness. All workers' compensation benefits received by an employee shall be assigned by the employee ("sign over" the checks) to the Town to receive said rate of pay.

If an employee is denied benefits, he/she must repay the Town for all compensation received by virtue of payments provided under Paragraph 1. Repayment will be accomplished by charging sick leave, and/or personal days and/or vacation time (in that order), both current and future, until the overpayment has been satisfied.

Employees who are covered by workers' compensation may utilize sick leave and/or personal days and/or vacation time (in that order) to make up the difference between the workers' compensation rate and their regular rate of pay after the twelve (12) month period in Paragraph 1 above is exhausted.

ARTICLE 21: CLOTHING/TRAVEL ALLOWANCE

Employees required to wear a uniform, including work boots, shall receive an annual uniform allowance of \$500 for the purpose of purchasing and maintaining required uniforms. Such allowances shall be payable only for approved items and must be supported by receipt of expenditure. The Town will reimburse employees at the federal government rate for vehicle usage when personal vehicles are utilized for Town business other than transportation to and from work.

ARTICLE 22: EDUCATIONAL INCENTIVE

Any employee who has a Masters or Doctorate degree shall receive an annual educational incentive of \$500 for a Master's degree or \$1,000 for a Doctorate degree provided such degrees are deemed to be directly function-related by the employee's Department Head. Such incentives are not cumulative and shall be payable in weekly installments throughout the year.

Employees shall receive tuition payments for courses passed in a job related degree program, certificate program or any other program approved by their department head. Tuition will be paid upon satisfactory evidence of course enrollment provided the employee sign a release for repayment of cost of the course should the employee for whatever reason fail to obtain a passing grade for the course.

ARTICLE 23: PROFESSIONAL CERTIFICATIONS

The Town will cover the costs of obtaining or maintaining certifications, licensing and professional association membership currently paid for so long as such memberships remain applicable and the costs of other certification, licensing and professional association membership as may become applicable in the future as required for their position and or authorized by the Town Manager.

ARTICLE 24: DISCIPLINE AND TERMINATION

An employee who is not a Department Head, may be disciplined for just cause and terminated/dismissed without cause or for just cause. Just cause shall include dishonesty, misfeasance, malfeasance, neglect of duty, negligence, insubordination, incapacity or unfitness to perform her/his duties, or behavior detrimental to the Town.

If an employee is terminated without cause, the employee shall be entitled to severance pay in the amount of eight (8) weeks' wages. If the employee is terminated for just cause, the employee shall not be entitled to any severance pay.

Department Heads may be disciplined, suspended or dismissed only for just cause and only as provided in Article 4, Section 4.7 of the Londonderry Town Charter.

ARTICLE 25: GRIEVANCE PROCEDURE

Definitions:

- A grievance under this article is defined as an alleged wrong considered by an employee as grounds for a complaint.
- An employee who has a "complaint" may take up the complaint with his/her immediate supervisor verbally within five (5) working days of the incident or the date the employee could reasonably have first been made aware of the incident, before processing the complaint as a formal grievance. The immediate supervisor shall give his/her answer within five (5) working days. It is anticipated that nearly all complaints can be resolved informally without grievance.

Each grievance submitted by the employee must be in writing and must contain a statement of facts surrounding the grievance, and the provision(s) of this agreement allegedly violated; the relief requested, and the extent to which the grievant has sought an informal adjustment of the grievance.

Written grievances must be submitted to the Town Manager within ten (10) working days of the incident or the date the employee could reasonably first been made aware of the incident or, in the event a complaint has been filed within ten (10) working days of denial of the complaint by the immediate supervisor. The Town Manager will meet with the employee within ten (10) working days after receipt of the written grievance, and will give a written reply to the employee within five (5) working days thereafter. The Town Manager's decision shall be final.