



**Town of Londonderry
Leach Library Board of Trustees
Personnel Policy Sub-Committee
MEETING NOTICE**

DATE: Wednesday, May 22, 2024

TIME: 6:00 p.m.

LOCATION: Leach Library Study Room B

AGENDA:

Call to order, 6:00 p.m.

Public Comment

Old Business

-Leach Library Personnel Policy

Other Business

Public Comment

Adjourn

Leach Library Personnel Policy



The Leach Library Board of Trustees

Revised: June 5, 2024

Adopted: March 2, 2005

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ARTICLE 1: PURPOSE

1. The Leach Library Board of Trustees hereby establishes the following Personnel Policy for non-represented employees as adopted by the Library Director and approved by the Board of Trustees.
2. The Policy is intended to assure uniformity of treatment for every non-represented Library employee, regardless of the department to which assigned.
3. The Policy is effective upon approval of the Board of Trustees 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 change(s) occur with direction as to the impact of such change(s).
5. It is the responsibility of each employee to acquaint **themselves** 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, **the employee** is responsible to consult with **their** supervisor for clarification.
6. It is the Library'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 Board of Trustees to approve additional sections or amendments that comprise the Policy.
2. The Library Director shall be responsible for the development and overall administrations of the Policy.
 - a. 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 to the 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 Board of Trustees' directives, personnel policies or other personnel documents.

ARTICLE 4: DEFINITIONS

DATE OF HIRE: An employee's date of hire is defined as the date when the employee entered the service of the Library as provided on the Library's personnel record.

DEPARTMENT: A functional division of the Library.

EMPLOYEE: Hereinafter used, refers to Library 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 their appointed position is under consideration.

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 Library Director.

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 eighteen (18) hours or more work per week may receive prorated fringe benefits for their normal hours worked at the sole discretion of the Board of Trustees or as otherwise mandated by law. Regular part-time employees that are normally assigned less than eighteen (18) hours per week shall not receive prorated 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 Library as "Temporary" for a predetermined time. Temporary employees do not receive fringe benefits, other than those mandated by law.

ARTICLE 5: NON-DISCRIMINATION

The Library 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 Library Director

2. The purpose of the initial six (6) month probation period is to assess the employee's performance. Accordingly, the employee may be given a written evaluation at least twice during the probation period. After evaluations are completed or at any time during the probation period, the employee may be dismissed by the Library Director. Said dismissal process need not conform to the procedures outlined in **Article 26, Discipline and Termination for Cause**, nor is it subject to the procedures in **Article 27, Grievance Procedure**.

3. The Library Director 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 the cases of movement within the Library's organization where an employee assumes duties and responsibilities that are substantially similar to a previously held Library 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 may 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 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 Library Director, shall return to **their** 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 Library Director 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, layoffs will be based on operational needs determined by the Library Director.

In the event an employee is **recalled to employment**, their length of service shall again begin to accumulate to the employee's length of service at the time of lay-off. Any benefits paid at the time of lay-off shall not be paid again.

Employees 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 determined by the Library Director based on operational needs.

Upon being required by their job functions to work in excess of their normal work week, full-time exempt employees may take administrative time off equal to the excess times required by their job functions for appearances before the Board of Trustees, Town Council, Town Boards and Commissions, citizen's groups, and intergovernmental bodies; and for maintenance of essential services. Employees required by their job functions to work in excess of their normal work week shall not refuse to work such required time, except for a 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 Library for relevant training, education and experience in excess of the minimum normally required for employment in each class and rank as determined by the Library Director.

It shall be the responsibility of the Library Director to determine, on a regular basis, if the Wage/Salary Schedules are appropriate and make changes as warranted, and as approved by the Board of Trustees.

Effective July 1, 2018 and each subsequent year, all full-time and regular part-time employees shall receive a cost of living adjustment of three (3) percent. The Wage/Salary Schedules shall be adjusted to reflect said increases.

ARTICLE 10: PERFORMANCE PAY PLAN

1. Plan Administration:

- 1a. Each employee shall be eligible for a merit increase based on annual* evaluations based on the date of their appointment to their current job position by their immediate supervisor to determine merit eligibility.

*Evaluations shall be completed in writing using the applicable merit system performance evaluation form **approved by the Board of Trustees.**

- 1b. Interim evaluations may be conducted at any time during the evaluation year as necessary due to an employee being "Unsatisfactory". All such cases must be documented, including identification of the performance deficiency, a specific plan and timetable for achievement of a rating of at least "Acceptable Performance" and a statement of disciplinary action imposed, if any.
- 1c.** 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.
- 1d. Evaluations are to be as objective in nature as possible and may be appealed, but are not subject to the grievance procedure.
- 1e. Overall responsibility for administration of the program shall be vested with the Library Director.

2. Evaluation Classification Levels:

<u>Evaluation Results</u>	Merit Increase %	
	Up to Classification Max. Rate	Over Classification Max. Rate
Outstanding	3.5%	3.5%
Exceeds Standards	2.5%	2.5%
Acceptable Performance	1.5%	1.5%
Needs Improvement	0%	0%
Unsatisfactory	0%	0%

3. Evaluation Conditions:

- 3a. To achieve an overall evaluation result at a designated level, an employee must be evaluated as having achieved that rating or a higher rating on at least one half (1/2) of **their** applicable rating categories. An employee evaluated as "Outstanding" on one half (1/2) or more of **their** applicable rating categories, except as otherwise provided below, will be considered as "Outstanding" and shall receive a merit increase as provided above. An employee evaluated as at least "Exceeds Standards" on one half (1/2) or more of **their** applicable rating categories, except as otherwise provided below, will be evaluated as "Exceeds Standards" and receive a merit increase as provided above.

- 3b. In the event a rating category is not applicable to an employee's job position, it should be so noted and not used in determining the employee's evaluation results.
- 3c. Each category rating must be supported by specific details.
- 3d. In no event shall an employee rated as "Needs Improvement" in any category be eligible for a merit raise increase in excess of that provided for "Exceeds Standards" regardless of overall rating score.
- 3e. Each category rating of "Needs Improvement" must be supported by specific details and plan and time table, determined mutually by the employee and **their** supervisor, to achieve a rating of at least "Acceptable Performance". Failure to achieve an evaluation of at least "Acceptable Performance" as provided in the plan and timetable will result in disciplinary action.
- 3f. An employee rated as "Unsatisfactory" in any category will not be eligible for a merit increase in excess of that provided for "Acceptable Performance" or if rated as "Unsatisfactory" in two or more categories will not be eligible for a merit increase; these provisions shall apply regardless of overall rating score and each such category rating must be supported by specific details and a plan and time table to achieve a rating of at least "Acceptable **Performance**". Failure to achieve a rating of at least "Acceptable Performance" as provided in the plan and timetable will result in additional disciplinary action up to and including termination.
- 3g. In no event shall an employee receive a merit increase resulting in a base wage rate in excess of the maximum wage range for **their** job position. In the year that an employee achieves the maximum wage/salary rate for **their** classification, such employee shall receive any differential "between **their** evaluation results" and the maximum wage/salary for **their** classification in a lump sum award on a pro-rata basis, in accordance with the "over classification max rate". Thereafter, an employee will be eligible for a lump sum award annually, as provided in 1.1.a and in section 2 above, for the **the employees'** evaluation result".
- 3h. Appeals: In the event an employee is not in agreement with **their** immediate supervisor's evaluation, **the employee** may appeal the evaluation through progressive supervisory levels up to the Board of Trustees. Decision of the Board of Trustees shall be binding.

ARTICLE 11: PROMOTIONS

Positions for all promotional opportunities covered by this agreement may be posted on departmental bulletin boards for a period of at least fourteen (14) calendar days. The Library may simultaneously advertise the position through outside media while posting it on departmental bulletin boards.

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	½ Day on December 24
Independence Day	Christmas Day
Labor Day	½ Day on December 31
Columbus Day	

In addition to the twelve (12) holidays, employees shall be granted one (1) additional floating holiday per fiscal year at their standard daily rate, to be used in ½ or full-day increments. Scheduling shall be with the employee's immediate supervisor. There shall be no carry-over of floating holidays from one fiscal year to the next.

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 Library 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 eligible full-time and regular part-time employees. The following schedule is based on a 40-hour work week. Regular part-time employees will accrue prorated vacation time based on their normally assigned work week.

<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
13 th month through 24 th month	7.33	11
25 th month through 36 th month	8.00	12
37 th month through 48 th month	8.66	13

49 th month through 60 th month	10.66	16
61 st month through 72 nd month	11.33	17
73 rd month through 84 th month	12.00	18
85 th month through 96 th month	12.66	19
97 th month through 108 th month	13.33	20
109 th month through 120 th month	14.00	21
121 st month through separation	14.66	22

Starting vacation time may vary based on years of service credit given by the Library 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, **unless approved by the Library Director. The employee 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 **their** employment with the Library for any reason other than cause, **the employee** shall be compensated for 100% of all accrued vacation, provided that employee has given at least two (2) weeks advance notice of **their** intent to terminate employment with the Library. The Library Director 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 for **full-time employees. Eligible regular part-time employees will accrue prorated Sick Leave based on their normally assigned work week.** Sick Leave may accumulate to a maximum of one hundred and twenty-five (125) days.

The Library shall have the right at all times to investigate any illness claimed by an employee. At the discretion of the Department Head or Library Director, 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 (3) days, it shall be at the expense of the Library.

Sick Leave may be used for actual non-work-related physical or mental illness 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 this Section, immediate family shall be: Live in Partner, Spouse, Child, Sibling, or Parent of either of the employee or employee's spouse or anyone approved by the Library Director.

Employees that leave the employment of the Library 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

Any employee may not receive payment for more sick leave than they have accumulated at the time of termination.

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 20, Insurance, Short Term Disability; however, an employee will use accrued sick time to offset the Library's insurance to maintain their full wages during the term of disability until all such accrued sick leave has been exhausted. Accrued vacation leave will be used after sick leave is exhausted.

Family Medical Leave of Absence: Under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"), any employee who worked at least 1,250 hours in the 12-month period immediately preceding a request for FMLA leave is entitled to take not more than twelve (12) workweeks of unpaid FMLA leave (26 weeks for Military Caregiver Leave) in a twelve (12) month period. "Worked" means the employee performed actual work and does not include paid or unpaid time off. Employees with less than one year of employment with the Library are not eligible for FMLA leave. For more information, see the Family Medical Leave of Absence Policy.

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 Board of Trustees who shall make a final determination as to whether or not the leave will be granted. The decisions of the Board of Trustees shall not be grievable.

ARTICLE 16: PERSONAL TIME

Employees shall be granted two (2) paid personal days per fiscal year at their standard daily rate, to be used in ½ or full-day increments. Scheduling shall be with the employee's immediate supervisor. There shall be no carry-over of personal days from one fiscal year to the next.

ARTICLE 17: 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 to an employee in the event of the death of their or their spouse's:

Spouse	Parent	Grandparent	Child
Aunt	Uncle	Grandchild	
Sibling	Live in Partner		

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

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 Library Director.

ARTICLE 18: MILITARY LEAVE

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

ARTICLE 19: 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 Library 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 of excess of the employees' 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 20: INSURANCE

Health Insurance: For employees hired before November 1, 2004, effective July 1 of each year, the Library 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 Library 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.

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

In the event an employee opts for a 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 Library for Blue Choice Plan One with Rider and the applicable premium rate for the more comprehensive coverage.

For employees hired or promoted to a full-time position on or after effective July 1, 2018, the Library shall contribute towards the cost of the 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.

For employees who opt to participate in the Lumenos plan, the Library shall contribute to the employee's Health Savings Account as follows:

\$1,000 single coverage / \$2,000 two-person or family coverage

An employee's first-year contribution may be prorated based on the date of hire. Payments to the Health Savings Account shall be made in the first pay period in July or in the first full month after the date of hire.

Dental Insurance: The Library agrees to provide at no cost to employee's 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 Library 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 Library 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 Library 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 Library shall indemnify and save harmless any employee covered by this Agreement acting within the scope of their employment and authority from personal financial loss and expense including reasonable legal fees and costs, if any, arising out of claim, demand, suit or judgement 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 Library shall supply the employee with councilor, if there is a legal conflict of interest as determined by the Library, and pay **their** reasonable attorney's fees. The operation of this paragraph is contingent upon the employee's cooperation with the Library in the defense of any action brought against the employee and/or the Library.

Insurance Buy Out: Regular full-time employees who are eligible and opt not to subscribe to a library sponsored health plan shall receive \$2,500.00 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 Library 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 Library provided that such employees have worked for the Library for a minimum of ten (10) years.

The Library 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 21: WORKERS' COMPENSATION

All employees of the Library 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 Library to receive said rate of pay.

If an employee is denied benefits, they must repay the Library 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 22: TRAVEL ALLOWENCE

The Library will reimburse employees at the federal government rate for vehicle usage when personal vehicles are utilized for Library business other than transportation to and from work. This includes but is not limited to conferences, consortium meetings, workshops, and outreach services.

ARTICLE 23: EDUCATIONAL INCENTIVE

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

ARTICLE 24: TUITION REIMBURSEMENT

After the probation period, eligible full-time and regular part-time employees shall receive tuition payments for courses passed in a job-related degree program, certificate program or any other program approved by the Library Director. 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. The Library Director will review budgetary considerations prior to approving course.

ARTICLE 25: PROFESSIONAL CERTIFICATIONS

The Library 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 certifications, licensing and professional association membership as may become applicable in the future as required for their position and or authorized by the Library Director.

ARTICLE 26: DISCIPLINE AND TERMINATION FOR CAUSE

An employee may be disciplined or terminated/dismissed if there is found to be just cause for such action. Just cause shall include, but not limited to, the following:

1. Incompetence
2. Improper behavior in the line of duty
3. Behavior detrimental to the Library
4. Failure to carry out assigned duties

All of the above shall be subject to **Article 27, Grievance Procedure.**

If the employee is terminated for just cause, the employee shall not be entitled to any severance pay. **Termination procedures will follow in accordance to RSA: 202-A:17: Employees Removal.**

ARTICLE 27: 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 **their** 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 **formally**. The immediate supervisor shall give their answer within five (5) working days.

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

Written **grievances** must be submitted to the Library Director 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 Library Director 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. Written complaint must be submitted to the Board of Trustees within ten (10) working days in the event of denial of the complaint by the Library Director. The Board of Trustees' decision shall be final.