

## **ATTACHMENT 2**

### **SECTION 13 - GRIEVANCE PROCEDURE**

#### **Definition**

Grievance means any complaint by an employee concerning any matter relating to the employment of the employee; or any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

#### **Purpose**

This grievance procedure shall be the sole procedure available for resolving grievances for Town employees over any dissatisfaction with their working conditions.

#### **Exclusions**

This Article shall not govern a grievance concerning:

1. Matters appealable to the Civil Service Commission or other duly established appeal boards
2. Retirement, life insurance, or health insurance
3. Any examination, certification or appointment
4. The classification of any position which does not result in the reduction in grade or pay of an employee
5. The separation of an employee during his/her probationary period
6. Non-selection for promotion from a group of properly certified candidates
7. Proposed disciplinary/adverse actions
8. EEO complaints
9. Termination of temporary appointments, a non-permanent appointment with a pre-determined time limit
10. Any matter or question concerning or arising out of professional conduct or competence

#### **Informal Resolution**

Most grievances arise from misunderstanding or disputes which can be settled promptly and satisfactorily on an informal basis. Every effort will be made to settle grievances at the lowest possible level.

#### **Extensions**

The employee, or management official, may extend any and all time limits in this Grievance Procedure by mutual written agreement.

#### **Procedure**

**Step 1** - An employee shall present the grievance to the Department Head, in writing, within seven (7) calendar days of the date from the date of the act or occurrence. The grievance must state the basis for the grievance and the corrective action desired. The Department Head will make every effort to resolve the grievance immediately, but must meet with the employee and provide a written answer within fourteen (14) calendar days of receipt of the grievance.

**Step 2** - If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the Personnel Board, acting as the Personnel Relations Review Committee, in writing, within seven (7) calendar days of receipt of the decision at Step 1. The grievance must state the basis for the grievance and the corrective action desired. The Personnel Relations Review Committee, pursuant to the Town By-Laws §35-14 and MGL c. 40. §21B, shall meet with the employee and provide a written answer within fourteen (14) calendar days of receipt of the grievance.

**Step 3** - If no mutually satisfactory settlement is reached as a result of Step 2, the aggrieved employee shall submit the grievance to the Select Board, in writing, within seven (7) calendar days of receipt of the decision at Step 2. The Select Board will conduct a hearing with the aggrieved employee within fourteen (14) calendar days to discuss the grievance. The Select Board will render a written final decision to the employee within fourteen (14) calendar days after the meeting. This decision shall be final and binding.

#### **Terminating a Grievance**

An employee may terminate his/her grievance, in writing, at any time. If an employee resigns, dies, or is separated by an action other than removal, before a decision is reached on a grievance being processed and no compensation issue is involved, the action may be stopped and the case closed without a decision.