

Personnel Plan, including Classification and Compensation Schedule

**LEGAL NOTICE
SELECT BOARD
PUBLIC HEARING
PROPOSED REVISIONS TO PERSONNEL PLAN**

The Select Board and Personnel Board will jointly hold a public hearing on Monday, March 15, 2021 at 7:30 p.m., to consider proposed revisions to the Personnel Plan, including the Classification and Compensation Schedule.

Due to current Executive Order(s), this meeting will be held virtually via Zoom at:
<https://us02web.zoom.us/j/88666008454?pwd=R3daQ1ZGVmxIM3hqL1RRZ2JgcFd1Zz09>

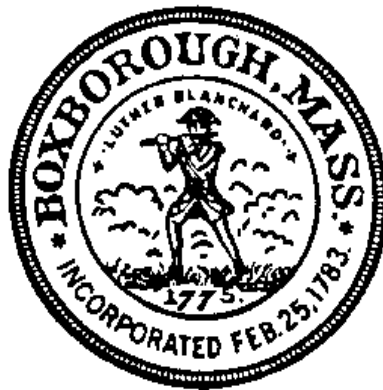
The proposed amendments will be available for review on the Town's website at www.boxborough-ma.gov and on the bulletin board outside the Town Clerk's Office.

All are welcome to attend.

Per Order
Select Board

Town of Boxborough, MA

PERSONNEL ADMINISTRATION PLAN



EFFECTIVE DATE November 1, 1987

Current as of June 29, 2020

Proposed as Amended – February 16, 2021

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ARTICLE I. PERSONNEL ADMINISTRATION PLAN AND PERSONNEL BOARD

Section 1. In accord with the provisions of MGL Chapter 41, Sections 108 A and 108 C, and every other power it thereto in any way enabling, the Town of Boxborough, in Town Meeting assembled, hereby establishes this Personnel Administration Plan for the Town of Boxborough (hereinafter referred to as the "Plan"), as well as a Personnel Board (hereinafter referred to as the "Board") to administer said Plan and other provisions of its By-Laws pertaining to personnel, this 1st day of July, 1980.

Amended:
ATM 2000
ATM 2018

This Personnel Administration Plan establishes policies, procedures, and regulations as it deems necessary. This Personnel Administration Plan does not create a contract nor is it to be interpreted or construed as creating any contractual obligations of any kind between the Town and any of its employees.

ARTICLE II. APPLICATION

Section 1. The Plan set forth below classifies all positions occupied by employees of the Town of Boxborough into groups and classes doing substantially similar work and having substantially equal responsibilities.

Amended:
STM 11/26/84
ATM 2018

The Plan applies to those persons who have retired from employment with the Town under conditions specified in Section 6, Article XII, as amended.

Section 2. The Plan applies to all employees of the Town, except positions filled by popular election. A collective bargaining agreement or personal contract with conflicting provisions prevails over the terms of this Personnel Administration Plan.

Amended:
ATM 2002
ATM 2009
ATM 2015
ATM 2018

ARTICLE III. DEFINITIONS

Section 1. The Plan shall be administered by the Personnel Board consisting of five (5) unpaid members residing in Boxborough, each of whom shall be appointed by the ~~Board of Selectmen~~ Select Board for a term of three years.

Amended:
ATM 1995
ATM 2006
ATM 2008

Section 2. Employee Categories

Amended:
ATM 2009
ATM 2018

a. Regular, Full-Time Employees are employees of the Town who are regularly scheduled to work 40 hours during their regular work week and employees of the Library who are regularly scheduled to work for at least 33 hours during the regular work week.

Amended:
ATM 2009

b. Regular, Reduced-Hours Employees are employees of the Town who are regularly scheduled to work at least 20 hours, but less than 40 hours during their regular work week.

Amended:
ATM 2009

c. Regular, Part-Time Employees are employees of the Town who are regularly scheduled to work less than 20 hours during their regular work week.

Amended:
ATM 2009

d. Temporary, Full-Time Employees are employees of the Town who are scheduled to work 40 hours during their work week for a period which does not exceed four consecutive months.

Amended:
ATM 1995

e. Temporary, Reduced-Hours Employees are employees of the Town who are scheduled to work at least 20 hours, but less than 40 hours, during their work week for a period which does not exceed four consecutive months.

Amended:
ATM 2015
ATM 2018

f. Intermittent Employees are employees who are employed from time to time to meet the needs of the Town as they arise.

g. Exempt Employees are Administrative, Executive, and Professional employees, as defined by the Fair Labor Standards Act. Exempt employees are exempt from only Article III, Section 4 and Article VII Sections I through 5 and Article VIII

Section 6. Official Copy of the Positions Classification Schedule
Amended: Official copies of the Personnel Administration Plan, the Classification and
ATM 2018 Compensation Schedule, and job descriptions shall be maintained by the Town
Administrator or designee.

Section 7. Amendments to the Position Classification Schedule
Amended: Each time it appears desirable to establish a new class of positions or to abolish a
ATM 2002 current class of positions, the Personnel Board shall propose such change by
ATM 2015 modifying the Schedule for approval at Town Meeting.

ARTICLE VI. THE PAY PLAN

Section 1. New Appointees
Amended: a. Generally, a new employee shall be paid the minimum rate of pay for the
STM 10/5/87 employee's job classification, assuming that the employee meets the minimum
ATM 2009 qualifications stated in the job specification.
ATM 2018

Amended: b. If a new employee more than meets the minimum qualifications, the Town
ATM 2009 Administrator or the Library Director shall have the discretion to place the
ATM 2015 employee on a higher step with the recommendation of the Personnel Board
ATM 2017 Chair and Select Board Chair or the Board of Library Trustees, as appropriate.

Amended: c. Each new employee shall be required to serve a training period of six months,
ATM 1995 which period is counted beginning from the first date the employee works, not
ATM 2009 including time spent as an exempt trainee. Unsatisfactory trainee employees
ATM 2017 shall be separated on or before the completion of their training period. The
written approval of the employee's Supervisor and either the ~~Board of
Selectmen or Board~~ Select Board of Library Trustees, as appropriate, shall be
required before the employee shall become a regular full-time, regular
reduced-hours or regular part-time employee.

Section 2. Promotions
Amended: a. When an employee is promoted to a position in a higher class, the employee's
ATM 2009 salary shall be increased to the minimum rate for the higher class. In the case
of overlapping ranges, the promoted employee shall be increased to the step
immediately above the employee's present salary.

Amended: b. Any regular full-time employee specifically assigned by the Department Head
ATM 2018 to a higher hourly rated position for the purpose of fulfilling all of the duties of
that position for full shift or more, i.e. temporarily promoted, shall be paid at a
rate equal to the rate of the higher position but no more than step 3. However,
the employee shall not suffer a reduction in pay.

Section 3. Transfers
Amended: There shall be no immediate change in the salary rate of an employee who is
ATM 2018 transferred, unless the employee's salary is below the approved minimum of the
new position. If a new employee is transferred to a position in a job classification
having a higher salary rate than the job classification from which the employee was
transferred, such change shall be deemed a promotion and the provisions
governing promotions shall apply.

Section 4. Demotions
Amended: When an employee is demoted to a lower class position, the employee shall be
STM 10/5/87 paid at a rate that is within the approved range for the employee's lower class
ATM 2009 position. The rate of pay will be set by the Department Head and reviewed by the
Personnel Board.

Section 5. Reallocation Downward
Amended:
ATM 1990
When an employee's position is reallocated to a lower class of positions, the employee shall be permitted to continue at the employee's present rate of pay during the period of incumbency (except in the event of general service-wide reductions), but shall not be entitled to a salary increase.

Section 6. Reinstated Employees
Amended:
ATM 2009
A reinstated employee shall be paid at a salary rate within the approved range for the position to which the employee is reinstated. The Department Head will establish the rate, which will be reviewed by the Personnel Board.

Section 7. Salary Step Adjustments
Amended:
ATM 2002
ATM 2013
ATM 2017
ATM 2018
On an annual basis, the ~~Board of Selectmen~~ Select Board, in consultation with the Personnel Board, will determine whether step advancements will be granted to employees who are paid under the Classification and Compensation Schedule. If after such review it is determined that step advancements will be granted for a given year, then employees with one (1) or more years of service who have achieved an overall performance rating of "proficient" or better will be advanced to the next step within their job classification on the following July 1. New employees who were hired before January 1 who have achieved an overall performance rating of "proficient" or better will also be advanced to the next step within their job classification on the following July 1. New employees who were hired after January 1 who have achieved an overall performance rating of "proficient" or better will move to the next step within their job classification on the July 1 that follows the employee's completion of a full year of employment.

Section 8. Responsibility for Administration
Amended:
ATM 1999
ATM 2018
The Personnel Board, with the approval of the Select Board, shall be responsible for administering the pay plan for all positions. The Boards shall be responsible for ensuring that the administration of the plan for all employees is on an equitable basis.

Section 9. Interpretation
The Personnel Board shall be responsible for interpreting the application of the plan to all pay problems that are not specifically covered by this regulation, using the principles expressed herein as a policy guide.

Section 10. Initial Adjustment to the Pay Plan
Deleted
ATM 2009

Section 10. Review and Amendment of the Pay Plan
Amended:
ATM 1990
ATM 2009
Amended:
ATM 2015
ATM 2018
a. Prior to the annual submission of their budget, but no later than January February 1^[O1], the Select Board, assisted by the Personnel Board, shall have completed a review of the pay plan and shall submit recommended amendments.
b. The rates of pay for each class of positions prescribed in the position classification plan for the Town of Boxborough shall be changed and rates of pay for new classes of positions shall be approved at Town Meeting.

ARTICLE VII. HOURS OF WORK AND OVERTIME

Section 1. The regular workweek of all regular full-time employees shall consist of forty (40) hours in any one week.
Amended:
ATM 2006

Section 2.

Amended:
ATM 1995
ATM 2006

The regular work period for Per Diem Firefighter/EMTs shall consist of a maximum of 50 hours.

Section 3.

Amended:
ATM 1995
ATM 2006

The regular work period for Special Police Officers shall consist of a maximum of 40 hours.

Section 4.

Amended:
ATM 2002
ATM 2006
ATM 2009
STM 12/12/16
ATM 2018

- a. A non-exempt employee, EXCLUDING a Per Diem FF/EMT, shall be paid at one and one-half (1.5) times ~~his/her~~their regular rate for work:
1. in excess of forty (40) hours worked in one (1) week, or
 2. in excess of eight (8) hours in one (1) day, when required in an emergency or safety threatening situation, or
 3. all work performed on Saturday and Sunday when NOT part of the regularly scheduled workweek.
 4. For the purposes of this plan, if Town Hall Offices or Library are closed for business during normal working hours due to an emergency, then those hours will be treated as "hours worked" for the employees assigned to work at those locations.
- b. A Per Diem Firefighter/EMT shall be paid at one and one-half (1.5) times ~~his/her~~their regular rate for work:
1. in excess of fifty (50) hours worked in one (1) week, or
 2. in excess of ~~his/her~~their shift hours, when required in an emergency or safety threatening situation, or
 3. all work performed on Saturday and Sunday when NOT part of the regularly scheduled workweek.
- c. An emergency shall be defined as "a situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding immediate action."
- d. An emergency is deemed to occur when so declared by the Employee's Department Head or governing board, or a designee of the aforementioned individual/board.

Incidental overtime, such as incurred helping a citizen who asked for service late in the day, should be compensated with an equal amount of time arriving late or leaving early another day during the same week.

All overtime must be pre-approved by the Department Head or designee.

Overtime shall be equitably distributed among personnel in each department who ordinarily perform such related work in the normal course of their work week. Employees who are offered overtime work and refuse will be credited with having had their turn.

Section 5.

Amended:
STM 10/5/87
STM 12/12/16

In lieu of the overtime compensation provided in Section 4, a regular full-time employee may receive paid time off at the rate of 1.5 times each overtime hour worked in excess of forty hours during any pay week, provided that:

- a. The employee secured the approval thereof of the employee's Department Head, prior to working the overtime.

ATM 2018

- b. An employee may accrue no more than five days off in lieu of compensation during any fiscal year unless approved by the Department Head.
- c. Prior to using accrued compensatory time, an employee shall be required to give the Department Head notice and the Department Head shall approve the request unless doing so would unduly disrupt the operations of the Town.

Section 6.

Amended:
ATM 1995

Exempt Employees are those Administrative, Professional, and Executive employees, as defined by the Federal Fair Labor Standards Act, and they are exempt from the provisions concerning the length of the work-week. Their annual salary is considered adequate compensation for the completion of those tasks required by their job.

Section 7.

Amended:
ATM 2000

All non-exempt employees, including per diem, are paid overtime for working on holidays.

Section 8.

Amended:
ATM 2015

DPW Snow and Ice Removal.

This section shall apply only to DPW employees involved in the removal of snow and ice. A DPW employee who works in excess of eight (8) hours in any single work day will be paid at the rate of time and a half the employee's regular rate of pay, for the time worked in excess of eight (8) hours in that work day. If the employee is being paid at the rate of time and a half and continues to work into the employee's next shift, the employee will continue to be paid at time and a half until the continuous work period ends and the employee is relieved of duty. A rest period of not more than four (4) hours shall not cause the continuous work period to end and pay at time and a half shall resume when the employee returns to work from such rest period.

ARTICLE VIII. OTHER FORMS OF PAY

Section 1.

Amended:
ATM 1996
ATM 2006

Call in Pay

If any employee is called to work while the employee is not scheduled to be on duty, the employee shall be compensated for the time worked at the employee's hourly rate, but in no event shall the employee's compensation be measured by less than four hours.

Section 2.

Amended:
ATM 2015

Detail Pay

1. Town Details. A Special Police Officer [O2] working a town detail will be compensated at one and a half (1.5) times the hourly rate established for Special Police Officer under the Schedule.

Amended:
BoS 7/16/18

2. Private Details.

a. A Special Police Officer working a private detail will be compensated at the rate of fifty-three dollars (\$ 53) per hour, for a minimum of four (4) hours. After four (4) hours worked, an employee working the private detail will be compensated at the rate of fifty-three dollars (\$ 53) per hour, for a minimum of eight (8) hours. An employee working additional hours in excess of eight (8) hours will be compensated on an hour to hour basis at the rate of seventy-nine dollars and fifty cents (\$ 79.50) per hour for those hours in excess of eight (8) hours.

b. A Per Diem Firefighter/EMT working a private detail will be compensated at the rate of fifty-two dollars (\$ 52) per hour, for a minimum of four (4) hours. After four (4) hours worked, an employee working the private detail will be compensated at the rate of fifty-two dollars (\$ 52) per hour, for a minimum of eight (8) hours. An employee working additional hours in excess of eight (8)

hours will be compensated on an hour to hour basis at the rate of seventy-eight dollars (\$ 78) per hour for those hours in excess of eight (8) hours.

c. The private detail rate(s) are subject to periodic review and modification by the Personnel Board with the approval of the Select Board.~~[03]~~ It does not require Town Meeting approval.

All private details shall be billed to the contractor.

Section 3.

Amended:
ATM 2002
ATM 2009
ATM 2013
ATM 2018

Tuition -Reimbursement

Full-time employees who have worked full time for the Town for at least 12 months are eligible for reimbursement of tuition and the cost of books, within the limits of the approved educational budget for the department, provided that:

1. The course provides for professional development related to the employee's current work assignment.
2. Department Head has approved in writing in advance of the employee registering for the course.
3. The course is completed with a grade of B or better.
4. The institution is fully accredited.
5. Employee schedules class attendance outside of the regular work hours.
6. Reimbursement of tuition per employee not to exceed \$2,000 per semester and not to exceed \$4,000 per fiscal year.
7. The employee signs an agreement to remain as an employee for the Town for 12 months after receipt of tuition reimbursement.

Section 3.

Section Deleted
ATM 2001

Longevity Pay

ARTICLE IX. HOLIDAYS

Section 1.

Amended:
ATM 1990

All regular, full-time employees, whose compensation is based on an hourly or a weekly rate, will be allowed the following holidays with pay:

New Year's Day
Martin Luther King's Birthday
President's Day
Patriots Day
Memorial Day
Juneteenth~~[04]~~
Independence Day
Labor Day
Indigenous Peoples Day~~[05]~~ ~~Columbus Day~~
Veterans Day
Thanksgiving Day
Christmas Day

Each holiday will be observed by the Town on the day designated by State law.

Section 2.

Amended:
ATM 1980

If any such employee is required to work on a day which has been designated for their observance of such a holiday, the employee shall be compensated for the time worked at 1.5 times the employee's hourly rate in addition to the pay provided by Section 1 above.

Amended:
ATM 2018

- d. The Department Head may request a doctor's certificate if an employee has been out on sick leave for more than three (3) consecutive working days. No payment on account of sick leave may exceed the employee's accrued sick leave benefit.
- e. If any such employee shall be compensated for working at another occupation during any such period of temporary disability, the employee shall forfeit all sick leave with pay to which the employee might otherwise be entitled for every day devoted to such other occupation.
- f. In the event that such an employee shall be entitled to disability compensation pursuant to the provisions of the Workers' Compensation Act, the employee may take whatever sick leave benefits to which the employee may otherwise be entitled to bring the total compensation up to the full rate of pay provided for the employee's other position.
- g. When an employee is on sick leave or receiving Worker's Compensation benefits and the employee's accrued sick time expires, further benefits under this plan will no longer accrue. Health insurance and other benefits that do continue to apply will be consistent with COBRA and MGL's c. 152 and 32B.

Section 2.

Amended:
STM 11/19/79
ATM 2002
ATM 2006
ATM 2018

BEREAVEMENT LEAVE

In the event that the spouse/partner, child, foster child, step-child, grandchild, father, mother, step-parent, sister, brother, grandparent, father-in-law, mother-in-law, son-in-law or daughter-in-law of a regular, full-time employee shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed five (5) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of a regular, full-time employee, or of the employee's spouse/partner, shall die, the Department Head shall grant such employee a leave of absence with pay for a period not to exceed one (1) working day.

Section 3.

Amended:
ATM 2009

JURY DUTY

If a regular, full-time employee or a regular, reduced-hours employee is called to serve on jury duty, the employee shall be paid the difference between the employee's compensation for serving on jury (excluding reimbursement of out-of-pocket expenses) and the compensation provided for the employee's town position. All such employees shall make every reasonable attempt to report for work on the days on which they serve. Reasonable documentary proof of actual service of jury duty must be presented for this compensation to be paid.

Section 4.

Amended:
ATM 2018

MILITARY LEAVE

Any EMPLOYEE who is a member of an organized unit of the ready reserve of the armed forces, who, in order to receive military training with the armed forces of the United States not exceeding seventeen (17) days in any one calendar year, requires leave from ~~their~~his/her position and who gives notice to the Department Head of the date of departure and date of return for the purposes of military training, and of the satisfactory completion of such training immediately thereafter, and who is still qualified to perform the duties of such position, shall be entitled to be restored to ~~their~~his/her previous, or a similar, position with the same status, pay and seniority, and such period of absence for military training shall be construed as a military leave of absence. Such EMPLOYEES shall be paid the compensation that ~~they~~he/she would otherwise have received during ~~his/her~~their leave, less all monies that ~~he/she~~they received from the military (excluding reimbursement of out-of-pocket expenses) for such training. Such absence for military training shall not affect the EMPLOYEE's right to

receive normal vacation, sick leave, advancement and other advantages of [his/her/their](#) employment normally to be anticipated in [their/his/her](#) particular position. The EMPLOYER will comply with the Gulf War Veterans' Act.

Section 5.

Amended:
ATM 1993
ATM 2009
ATM 2018

PERSONAL LEAVE

Each regular, full-time employee shall be eligible for three (3) days of Personal Leave during each fiscal year, subject to the following conditions:

- a. Personal leave may be used for personal reasons and such leave shall be taken with the prior approval of the Department Head. Such approval shall not be unreasonably withheld.
- b. During the first year of employment, each such employee may be eligible for one day of paid personal leave for each four (4) months that the employee has worked.
- c. Unused personal leave can never be used during another fiscal year, nor can it be converted to pay or compensation of any kind.
- d. All regular, reduced-hours employees shall be entitled to personal leave, calculated on a pro rata basis by multiplying 3 by a fraction, of which the numerator is the average number of hours worked by such employee each week and the denominator is forty.

Section 6.

Amended:
ATM 2000
ATM 2018

SMALL NECESSITIES LEAVE

Eligible employees may take small necessities leave in accordance with and subject to the provisions of M.G.L. c. 149, Section 52D.

Section 7.

Amended:
ATM 1987
ATM 1995
ATM 2015

UNPAID LEAVES OF ABSENCE

An unpaid leave of absence may be granted by the Department Head in consultation with the [Select Board-Board](#) of [Selectmen](#) or the Library Board of Trustees, who will consider, among other things, the provisions of the Family and Medical Leave Act.

Section 7a.

Amended:
ATM 2000
ATM 2009

COURT APPEARANCES

Unless appearing in Court on Town business or on Jury Duty, employees covered under this Plan, may use vacation or personal time or take unpaid leave for court appearances.

Section 8.

Amended:
ATM 1990
ATM 1993
ATM 1995
ATM 2002
ATM 2015
ATM 2018

FAMILY AND MEDICAL LEAVE ACT(FMLA)

Eligible employees may take Family and Medical Leave in accordance with and subject to the provisions of the Family and Medical Leave Act (FMLA). For the purposes of determining the twelve month period during which the leave may be taken, the Town will utilize a rolling twelve month period.

ARTICLE XII. BENEFITS

- Section 1.** Medical Insurance - The Town will continue to provide the following plans or their equivalents: an Indemnity Plan paid at fifty percent (50%) by the Town and an HMO plan paid at seventy-five percent (75%) by the Town.
Amended:
ATM 2002
ATM 2006
ATM 2008
- Section 2.** Group Life, Accidental Death, and Dismemberment Insurance - The Town will continue to provide the same insurance or its equivalent that is presently in effect and pay fifty percent (50%) of the premium for this insurance for the first ten thousand dollars coverage (\$10,000). The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).
Amended:
ATM 2002
- Section 3.** Liability Insurance - The Town will continue to provide the Liability Insurance or equivalent that is presently in effect.
Amended:
ATM 2002
- Section 4.** Disability Insurance - The Town will continue to provide the Disability Insurance or equivalent that is presently in effect. The Town will continue to pay fifty percent (50%) of the premium for this insurance.
Amended:
ATM 2002
- Section 5.** Changed Benefits - In the event the Town changes benefits or terms relating to insurance, in excess of or more advantageous to the employees than those provided for in this Article, such benefits or terms shall prevail to the extent permitted by law.
Amended:
ATM 2002
- Section 6.** The Town will pay one-half the premium costs payable by a retired employee for Group Life Insurance and for Group General or Blanket Hospital, Surgical, Medical, Dental and other Health Insurance, as set forth in MGL Ch.32B§9A; provided the following eligibility conditions apply.
Amended:
STM 11/26/84
- a. The benefits named above are part of the Benefits Package offered to all eligible full-time employees.
 - b. The retired employee is a member of Middlesex Retirement System, Massachusetts Teachers Association or any other retirement system recognized by the Town of Boxborough, and the employee meets the requirements for retirement as set forth by such system.

ARTICLE XIII. LAYOFFS

- Section 1.** In the event that the Town shall determine that it must lay off employees of the Town for budgetary reasons, the Department Head shall notify the employee as soon as practicable.
Amended:
ATM 2009
- Section 2.** Trainee employees will be laid off first.
Amended:
ATM 2009

ARTICLE XIV. DISCIPLINARY ACTIONS AND DISMISSAL

Entire Article
replaced ATM 2003

- Section 1.** Statement of Responsibilities – It is the responsibility of all employees to comply with regulations necessary for the proper operation of the departments in the Town of Boxborough.
- Section 2.** Enforcement – Department Heads are responsible for enforcing these regulations and reporting problem situations to the [Select Board](#)~~Board of Selectmen~~ or the Library Board of Trustees.
Amended:
ATM 2009

Section 3. Types of Disciplinary Action – Disciplinary action or measures shall include the following: Oral Reprimand, Written Reprimand, Disciplinary Probation, Suspension without pay, and/or Discharge. Such actions may begin at a level appropriate to the offense.

Section 4. Severity of Discipline – The disciplinary action as specified should be consistent with the seriousness of the offense or behavior involved.

Section 5. Reasons for Disciplinary Action – Disciplinary action may be imposed upon an employee for documented failure to fulfill [his/her/their](#) responsibilities as an employee. Examples of employee failure to fulfill [his/her/their](#) responsibilities as an employee include, but are not limited to:

Amended:
ATM 2018

- a. Willful violation of provisions of the Town Personnel Administration Plan or Town Policies.
- b. Negligence in the care of Town property.
- c. Habitual (in excess of allotted leaves) tardiness and/or absence from duty.
- d. Refusal to perform a reasonable amount of compensated work after working hours when given advance notice of and directed to by [his/her/their](#) supervisor.
- e. Insubordinate action or behavior that is perceived to violate generally accepted rules of conduct as befits an employee of the Town.
- f. Under the influence of alcohol or a controlled substance while on duty, or in possession of alcohol or a controlled substance while on duty.
- g. Conduct which reflects unfavorably upon the Town.
- h. Violation of any reasonable or official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.
- i. Any other instance or situation of such seriousness that disciplinary action is considered warranted.
- j. Conviction of a felony.

ATM 2018

Section 6. Reprimand Procedure – A Department Head who notes unsatisfactory job performance, or non-compliance with written regulations, may, if other discipline isn't warranted, issue an oral or written reprimand to the employee, including reason(s) for the reprimand, and an offer of assistance on the part of the Department Head in correcting the unsatisfactory situation. Oral reprimands shall be presented with maximum regard for minimizing embarrassment to the employee before other employees or the public.

Amended:
ATM 2009

Section 7. Disciplinary Probation

Amended:
ATM 2009

- a. Placement on Disciplinary Probation – If oral or written reprimand fails to correct unsatisfactory job performance, or non-compliance with department regulations, an employee may be required to serve a maximum ninety (90) day disciplinary probation. Duration of the probation is at the discretion of the Department Head. The employee will receive a written notice stating reasons for the disciplinary probation and the effective date of such action. Disciplinary probation will be imposed where this action is not in conflict with requirements of current labor agreements.
- b. Expiration of Disciplinary Probation – The expiration of disciplinary probation does not diminish the Department Head's right to consider an individual's overall work history when making decisions relating to discipline or discharge. When the employee's disciplinary probation expires, the Department Head will notify the [Board of Selectmen](#)~~Select Board~~ or the Library Board of Trustees, in writing, that:
 - 1) The employee's performance and behavior was satisfactory and that the employee be retained in [his/her/their](#) position, OR

- 2) The employee's performance and/or behavior remained unsatisfactory and that it is recommended that the employee be either suspended or discharged.

Section 8.

Amended:
ATM 2009

Suspension – At the discretion of the Department Head, with notification to the ~~Select Board~~~~Board of Selectmen~~ or the Library Board of Trustees, an unsatisfactory employee may be suspended without pay for a period or periods that will not exceed a total of thirty (30) days in any twelve-month period. Such suspension may be in lieu of disciplinary probation, or at the expiration of the disciplinary probation, depending upon the situation. The employee will receive a written notice stating reasons for the suspension and the effective date. At the end of the suspension period, and a reasonable observation period of no less than ninety (90) days, the Department Head will inform the ~~Select Board~~~~Board of Selectmen~~ or Library Board of Trustees of the employee's improved behavior/performance and ~~his/her~~~~their~~ recommended retention of the employee, or of the employee's continued unsatisfactory behavior/performance, and ~~his/her~~~~their~~ recommended discharge of the employee.

Section 9.

Discharge – An employee may be discharged either because ~~he/she~~~~of~~ is unsatisfactory on the job or for violation of Town regulations. Prior to any employee's discharge, both the Personnel Board Chair and the ~~Select Board~~~~Board of Selectmen~~ Chair should be consulted. Examples of employee actions which may result in immediate termination include, but are not limited to:

- Theft or dishonesty
- Assault or other violent behavior
- Falsification of records
- Intentional or malicious damage to Town property
- Violation of another person's civil rights
- Concealment of an error or omission of pertinent facts

Section 10.

Amended:
ATM 2009
ATM 2015
ATM 2018

Employee Appeal – Pursuant to Article XV, Section 2, the employee shall have the right to appeal ~~his/her~~~~their~~ placement on disciplinary probation, suspension, or discharge at step 2 of the grievance procedure, and the case shall be handled in accordance with this procedure. Suspensions or discharges made during the initial training period or at the expiration of the initial training period are not appealable. A decision not to reappoint an individual whose term has expired is not a dismissal for purposes of the Plan and is not subject to challenge.

Section 11.

Documentation – All documentation related to oral and written reprimands and disciplinary actions shall be retained in the employee's official personnel file. It is the Town's policy not to remove any disciplinary documents from an official personnel file.

ARTICLE XV. RESOLUTION OF COMPLAINTS/GRIEVANCES

Section 1.

Amended:
ATM 2002
ATM 2018

A grievance/complaint is defined as any dispute between an employee and the Town concerning the meaning, interpretation, or application of an express and specific provision of this document.

Section 2.

Amended:
ATM 2002

The following is the grievance procedure:

Amended:
ATM 2009
ATM 2015

Informal Step: The aggrieved employee shall take up the grievance with the Department Head, informally, within fourteen (14) calendar days of its occurrence. The Department Head shall attempt to address the grievance after an informal meeting.

Step 1: The aggrieved employee shall take up the grievance, in writing, with the Personnel Board. "In writing" shall mean that the grievance is detailed, and a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A) shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step. The Department Head must sign the form indicating that the Informal Step has occurred.

The time clock for escalation of the grievance shall be started only by personal receipt of documents by the Chair of the Personnel Board. The Personnel Board shall establish the dates for further escalation and shall attempt to adjust or settle the matter, and respond in writing within fourteen (14) calendar days from receipt by the Chair.

Step 2: If the grievance still remains unsettled, it shall be presented to the [Select Board](#)~~Board of Selectmen~~, or the Library Board of Trustees, in writing within fourteen (14) calendar days of the Personnel Board answer in Step 1. The [Select Board](#)~~Board of Selectmen~~, or the Library Board of Trustees, will have a hearing on the grievance within fourteen (14) calendar days of the receipt of the grievance and shall respond, adjust, or settle the matter, in writing, within fourteen (14) calendar days from the date of the hearing.

Section 3. Any grievance that is not pursued in accordance with the time limits specified herein, or as extended by mutual agreement, is deemed waived. The parties may, by mutual agreement in writing, extend the time limits referred to in this Article.
Amended:
ATM 2002

Section 4. No grievance based on an event or condition that occurred or existed prior to the acceptance of this article may be the subject of a grievance.
Amended:
ATM 2002

Section 5. The failure of the employee to file a grievance, or the decision of the employee not to file a grievance, in one or more instances, shall not be deemed to be a waiver if an employee chooses to file a grievance in any other instance or instances.
Amended:
ATM 2002

ARTICLE XVI. COMPENSATION FOR POSITIONS

Amended:
ATM 1981
ATM 2002
ATM 2009
ATM 2015
ATM 2017

Section 1. The Compensation of Positions per the Schedule establishes the position categories, the wage rates, and the step increments. Regular Full-time, Part-time and Reduced Hours Employees shall be eligible for step increase the following July 1, subject to a performance review of at least "proficient" during the employment anniversary month of each employee.

Section 2.
Section Deleted
ATM 2009

ARTICLE XVII. PERFORMANCE REVIEWS

Section 1.
Amended: INTENT

NOTES:

- MISCELLANEOUS PROVISIONS (Formally Article XVI) was removed, ATM 2009. Section 1 is now Article III §10; Section 2 is now Article VI § 2b.
- AFFIRMATIVE ACTION POLICY (Formally Article XIX) was removed to the Employee Handbook, ATM 2009.
- ALCOHOL AND DRUG FREE WORKPLACE POLICY (Formally Article XX) was removed to the Employee Handbook, ATM 2009.
- HARASSMENT POLICY (Formally Article XXI) was removed to the Employee Handbook, ATM 2009.
- HIRING POLICY (Formally Article XXII) was removed to the Employee Handbook, ATM 2009.

ATTACHMENT A: COMPLAINT/GRIEVANCE FORM

**Town of Boxborough
Complaint/Grievance Form**

Statement of grievance (including a summary and the date of occurrence):

Article & Section reference from Contract or Personnel Administration Plan:

Statement of Remedial Action Sought:

Supporting Evidence (list of enclosures):

Submitted by:

Signature of Aggrieved

Date

Step	Procedural Recipient	Procedural Date of Escalation	Aggrieved's Signature	Date/Time Submitted	Recipient's Signature	Date/Time Received
Informal	Department Head	(14 cal. days)				
Step 1	Personnel Board	(14 cal. days)				
Step 2	BOS/Library Board of Trustees	(14 cal. days)				
Step 2b	BOS/Library Board ruling	(30 cal. days)				

Form amended ATM 2009

FY 2022 Classification and Compensation Schedule 2.4%
Regular Full-Time, Reduced Hours and Part-Time Employees

GRADE	POSITIONS	FLSA Status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
16	Assistant Town Administrator	Exempt	83,259	85,341	87,474	89,661	91,903	94,200	96,555	98,969	101,443	103,980	106,579	109,244	111,975	114,774
	Police Lieutenant															
15	COA & Community Services Director	Exempt	70,860	72,631	74,447	76,308	78,216	80,171	82,176	84,230	86,336	88,494	90,707	92,974	95,299	97,681
	Human Resources Manager															
	Inspector of Buildings															
	Information Systems Coordinator															
	Town Accountant															
	Town Assessor															
	Town Planner															
Town Treasurer/Collector																
14	Community Services Coordinator	Exempt	60,305	61,813	63,358	64,942	66,566	68,230	69,936	71,684	73,476	75,313	77,196	79,126	81,104	83,132
	Council on Aging Coordinator															
	Town Clerk/ <i>Temporary Town Clerk</i>															
	DPW Business Administrator	Non-Exempt	28.89	29.61	30.35	31.11	31.89	32.68	33.50	34.34	35.20	36.08	36.98	37.90	38.85	39.82
	DPW Foreman															
13	Youth Services Librarian	Exempt	55,656	57,048	58,474	59,936	61,434	62,970	64,544	66,158	67,812	69,507	71,245	73,026	74,852	76,723
	Information Services Librarian	Non-exempt	26.65	27.32	28.00	28.70	29.42	30.16	30.91	31.68	32.48	33.29	34.12	34.97	35.85	36.74
	Technical Services Librarian															
12	Administrative Assistant	Non-Exempt	24.79	25.41	26.05	26.70	27.36	28.05	28.75	29.47	30.21	30.96	31.73	32.53	33.34	34.17
	Conservation Agent															
	DPW Worker Skilled															
	Fleet Maintenance Mechanic															
11	Animal Control Officer	Non-exempt	23.07	23.65	24.24	24.84	25.47	26.10	26.75	27.42	28.11	28.81	29.53	30.27	31.03	31.80
	Department Assistant															
	IT Support Technician															
10	Bldgs/Grnds Maint Worker	Non-exempt	21.45	21.99	22.54	23.10	23.68	24.27	24.88	25.50	26.14	26.79	27.46	28.15	28.85	29.57
	DPW Worker Semi Skilled															
	Sr. Library Assistant															
	Transfer Station Operator															
9	Library Assistant	Non-exempt	19.96	20.46	20.97	21.49	22.03	22.58	23.14	23.72	24.32	24.92	25.55	26.19	26.84	27.51
8	Van Dispatcher	Non-exempt	18.57	19.03	19.50	19.99	20.49	21.00	21.53	22.07	22.62	23.19	23.76	24.36	24.97	25.59

**FY2022 Classification & Compensation Schedule
Per Diem and Intermittent Employees & Stipends**

Hourly (All Non-exempt)	FY21	Rate	1-Jan
CIT	\$ 11.29	\$ 11.56	
Intern (Town Hall)	\$ 11.29	\$ 11.56	
Junior Library Page	\$ 11.29	\$ 11.56	
Library Page	\$ 11.29	\$ 11.56	
Counselor	\$ 13.50	\$ 13.50	14.25
Asst. Animal Control Officer - Dogs & Cats	\$ 13.50	\$ 13.50	14.25
Laborer - Cemetery	\$ 13.50	\$ 13.50	14.25
Election Workers	\$ 13.50	\$ 13.50	14.25
Clerk of Elections	\$ 14.85	\$ 15.21	
Media Production Technician	\$ 13.93	\$ 14.27	
Seasonal Conservation Officer	\$ 14.06	\$ 14.39	
Lead Counselor	\$ 14.28	\$ 14.62	
Seasonal Maintenance Worker	\$ 15.65	\$ 16.03	
Van Driver	\$ 16.62	\$ 17.02	
Lock Up Attendant	\$ 16.86	\$ 17.27	
Part Time Dispatcher	\$ 19.02	\$ 19.47	
Fire Department Chaplain	\$ 19.36	\$ 19.83	
Firefighter/EMT	\$ 19.36	\$ 19.83	
Special Police Officer	\$ 19.36	\$ 19.83	
Substitute Librarian	\$ 19.36	\$ 19.83	
Gym Director	\$ 20.92	\$ 21.42	
Winter Recreation Director	\$ 20.92	\$ 21.42	
Specialty Instructor Level I	\$ 20.92	\$ 21.42	
Fire Lieutenant	\$ 21.29	\$ 21.80	
Animal Control Officer	\$ 21.29	\$ 21.80	
Specialty Instructor Level II	\$ 21.43	\$ 21.95	
Summer Recreation Director	\$ 21.43	\$ 21.95	
Lead Summer Recreation Director	\$ 22.00	\$ 22.53	
Fire Captain	\$ 22.00	\$ 22.53	
Veterans Services Officer	\$ 22.00	\$ 22.53	
Snow Plow Operator	\$ 24.69	\$ 25.28	
Deputy Fire Chief	\$ 24.87	\$ 25.47	
Asst. Building Inspector	\$ 29.47	\$ 30.18	
Call Building Inspector	\$ 34.31	\$ 35.13	
Call Fire Chief	\$ 47.78	\$ 48.93	

Stipends (Annual)	Rate
Fence Viewer	\$40
Field Driver	\$45
Registrar Member	\$275
Registrar Chairperson	\$925
Cemetery Superintendent	\$5,000
Animal Inspector	\$1,015
Technology Liaison	\$7,500
Finance Director	\$6,000

Fee Based	Rate
Wiring Inspector	10% Permit Fees
Plumbing & Gas Inspector	10% Permit Fees
Meeting Secretaries	\$128 /meeting