

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=R3daQ1ZGVmxIM3hqL1RRZ2JqcFd1Zz09>

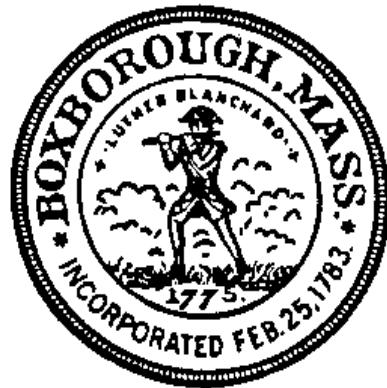
The proposed amendments will be available for review on the Town's website at [www.boxborough-ma.gov](http://www.boxborough-ma.gov) and on the bulletin board outside the Town Clerk's Office.

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 for a term of three years.

**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 2009

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 1995

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

Amended:  
ATM 2015  
ATM 2018

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

<b>Section 6.</b> Amended: ATM 2018	<u>Official Copy of the Positions Classification Schedule</u>	Official copies of the Personnel Administration Plan, the Classification and Compensation Schedule, and job descriptions shall be maintained by the Town Administrator or designee.
<b>Section 7.</b> Amended: ATM 2002 ATM 2015	<u>Amendments to the Position Classification Schedule</u>	Each time it appears desirable to establish a new class of positions or to abolish a current class of positions, the Personnel Board shall propose such change by modifying the Schedule for approval at Town Meeting.
<b>ARTICLE VI. THE PAY PLAN</b>		
<b>Section 1.</b>	<u>New Appointees</u>	<p>Amended:            STM 10/5/87            ATM 2009            ATM 2018</p> <p>Amended:            ATM 2009            ATM 2015            ATM 2017</p> <p>Amended:            ATM 1995            ATM 2009            ATM 2017</p> <ul style="list-style-type: none"> <li>a. Generally, a new employee shall be paid the minimum rate of pay for the employee's job classification, assuming that the employee meets the minimum qualifications stated in the job specification.</li> <li>b. If a new employee more than meets the minimum qualifications, the Town Administrator or the Library Director shall have the discretion to place the employee on a higher step with the recommendation of the Personnel Board Chair and Select Board Chair or the Board of Library Trustees, as appropriate.</li> <li>c. Each new employee shall be required to serve a training period of six months, which period is counted beginning from the first date the employee works, not including time spent as an exempt trainee. Unsatisfactory trainee employees shall be separated on or before the completion of their training period. The written approval of the employee's Supervisor and either the <u>Board of Selectmen or Board Select Board of</u> Library Trustees, as appropriate, shall be required before the employee shall become a regular full-time, regular reduced-hours or regular part-time employee.</li> </ul>
<p>Amended:            ATM 2009</p> <p>Amended:            ATM 2018</p>	<u>Promotions</u>	<ul style="list-style-type: none"> <li>a. When an employee is promoted to a position in a higher class, the employee's 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.</li> <li>b. Any regular full-time employee specifically assigned by the Department Head 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.</li> </ul>
<p>Amended:            ATM 2018</p>	<u>Transfers</u>	There shall be no immediate change in the salary rate of an employee who is 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.
<p>Amended:            STM 10/5/87            ATM 2009</p>	<u>Demotions</u>	When an employee is demoted to a lower class position, the employee shall be paid at a rate that is within the approved range for the employee's lower class position. The rate of pay will be set by the Department Head and reviewed by the Personnel Board.

<b>Section 5.</b> Amended: ATM 1990	<u>Reallocation Downward</u> 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.
<b>Section 6.</b> Amended: ATM 2009	<u>Reinstated Employees</u> 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.
<b>Section 7.</b> Amended: ATM 2002 ATM 2013 ATM 2017 ATM 2018	<u>Salary Step Adjustments</u> On an annual basis, the <u>Board of Selectmen</u> <u>Select Board</u> , 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.
<b>Section 8.</b> Amended: ATM 1999 ATM 2018	<u>Responsibility for Administration</u> 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.
<b>Section 9.</b>	<u>Interpretation</u> 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.
<b>Section 10.</b> Deleted ATM 2009	<u>Initial Adjustment to the Pay Plan</u>
<b>Section 10.</b> Amended: ATM 1990 ATM 2009	<u>Review and Amendment of the Pay Plan</u> <ol style="list-style-type: none"> <li>Prior to the annual submission of their budget, but no later than <u>January</u> <u>February</u><u>1</u>[01], the Select Board, assisted by the Personnel Board, shall have completed a review of the pay plan and shall submit recommended amendments.</li> <li>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.</li> </ol>

## ARTICLE VII. HOURS OF WORK AND OVERTIME

<b>Section 1.</b> Amended: ATM 2006	The regular workweek of all regular full-time employees shall consist of forty (40) hours in any one week.
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**Section 2.** The regular work period for Per Diem Firefighter/EMTs shall consist of a maximum of 50 hours.  
Amended:  
ATM 1995  
ATM 2006

**Section 3.** The regular work period for Special Police Officers shall consist of a maximum of 40 hours.  
Amended:  
ATM 1995  
ATM 2006

**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

Amended:  
BoS 7/16/18

Detail Pay

1. Town Details. A ~~Special Police Officer~~ [02] 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.
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.<sup>[03]</sup> 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<sup>[04]</sup>  
Independence Day  
Labor Day  
Indigenous Peoples Day<sup>[05]</sup>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 theirhis/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 theirhis/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 theyor he/she would otherwise have received during his/hertheir leave, less all monies that he/shethey 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/hertheir employment normally to be anticipated in theirhis/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 BoardBoard 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.

Amended:  
ATM 2002  
ATM 2006  
ATM 2008

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.

### Section 2.

Amended:  
ATM 2002

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).

### Section 3.

Amended:  
ATM 2002

Liability Insurance - The Town will continue to provide the Liability Insurance or equivalent that is presently in effect.

### Section 4.

Amended:  
ATM 2002

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.

### Section 5.

Amended:  
ATM 2002

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.

### Section 6.

Amended:  
STM 11/26/84

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.

- 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.

Amended:  
ATM 2009

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.

### Section 2.

Amended:  
ATM 2009

Trainee employees will be laid off first.

## 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.

Amended:  
ATM 2009

Enforcement – Department Heads are responsible for enforcing these regulations and reporting problem situations to the Select BoardBoard of Selectmen or the Library Board of Trustees.

<b>Section 3.</b>	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.
<b>Section 4.</b>	Severity of Discipline – The disciplinary action as specified should be consistent with the seriousness of the offense or behavior involved.
<b>Section 5.</b>	Reasons for Disciplinary Action – Disciplinary action may be imposed upon an employee for documented failure to fulfill <u>his/her</u> <u>their</u> responsibilities as an employee. Examples of employee failure to fulfill <u>his/her</u> <u>their</u> responsibilities as an employee include, but are not limited to:
Amended: ATM 2018	<ol style="list-style-type: none"> <li data-bbox="421 593 1388 642">a. Willful violation of provisions of the Town Personnel Administration Plan or Town Policies.</li> <li data-bbox="421 656 1388 684">b. Negligence in the care of Town property.</li> <li data-bbox="421 699 1388 726">c. Habitual (in excess of allotted leaves) tardiness and/or absence from duty.</li> <li data-bbox="421 741 1388 798">d. Refusal to perform a reasonable amount of compensated work after working hours when given advance notice of and directed to by <u>his/her</u><u>their</u> supervisor.</li> <li data-bbox="421 813 1388 849">e. Insubordinate action or behavior that is perceived to violate generally accepted rules of conduct as befits an employee of the Town.</li> <li data-bbox="421 863 1388 920">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.</li> <li data-bbox="421 935 1388 963">g. Conduct which reflects unfavorably upon the Town.</li> <li data-bbox="421 977 1388 1013">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.</li> <li data-bbox="421 1028 1388 1064">i. Any other instance or situation of such seriousness that disciplinary action is considered warranted.</li> <li data-bbox="421 1079 1388 1100">j. Conviction of a felony.</li> </ol>
ATM 2018	<b>Section 6.</b> 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.
<b>Section 7.</b>	<b>Disciplinary Probation</b> <ol style="list-style-type: none"> <li data-bbox="421 1417 1388 1655">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.</li> <li data-bbox="421 1664 1388 1839">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 <u>Board of Selectmen</u><u>Select Board</u> or the Library Board of Trustees, in writing, that:       <ol style="list-style-type: none"> <li data-bbox="458 1839 1388 1900">1) The employee's performance and behavior was satisfactory and that the employee be retained in <u>his/her</u><u>their</u> position, OR</li> </ol> </li> </ol>

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 or the Library Board of Trustees, in writing within fourteen (14) calendar days of the Personnel Board answer in Step 1. The Select Board, 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.**

Amended:  
ATM 2002

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.

### **Section 4.**

Amended:  
ATM 2002

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.

### **Section 5.**

Amended:  
ATM 2002

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.

## **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:**

- MISCELLANOUSE 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 Police Lieutenant	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
15	COA & Community Services Director Human Resources Manager Inspector of Buildings Information Systems Coordinator Town Accountant Town Assessor Town Planner Town Treasurer/Collector	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
14	Community Services Coordinator Council on Aging Coordinator Town Clerk/Temporary Town Clerk DPW Business Administrator DPW Foreman	Exempt Non-Exempt	60,305 28.89	61,813 29.61	63,358 30.35	64,942 31.11	66,566 31.89	68,230 32.68	69,936 33.50	71,684 34.34	73,476 35.20	75,313 36.08	77,196 36.98	79,126 37.90	81,104 38.85	83,132 39.82
13	Youth Services Librarian Information Services Librarian Technical Services Librarian	Exempt Non-exempt	55,656 26.65	57,048 27.32	58,474 28.00	59,936 28.70	61,434 29.42	62,970 30.16	64,544 30.91	66,158 31.68	67,812 32.48	69,507 33.29	71,245 34.12	73,026 34.97	74,852 35.85	76,723 36.74
12	Administrative Assistant Conservation Agent DPW Worker Skilled Fleet Maintenance Mechanic	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
11	Animal Control Officer Department Assistant IT Support Technician	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
10	Bldgs/Grnds Maint Worker DPW Worker Semi Skilled Sr. Library Assistant Transfer Station Operator	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
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**

<b>Hourly (All Non-exempt)</b>	<b>FY21</b>	<b>Rate</b>	<b>1-Jan</b>
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	

<b>Stipends (Annual)</b>	<b>Rate</b>
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

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