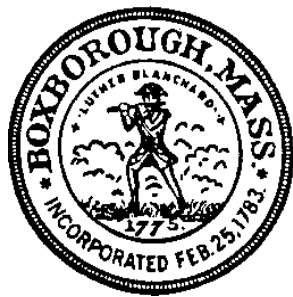


Town of Boxborough, MA

# PERSONNEL ADMINISTRATION PLAN



EFFECTIVE DATE November 1, 1987

Current as of June 12, 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 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.
- b. Regular, Reduced-Hours Employees are employees of the Town who are regularly scheduled to work at least 20 hours, but ~~less-fewer~~ than 40 hours during their regular work week.
- c. Regular, Part-Time Employees are employees of the Town who are regularly scheduled to work ~~less-fewer~~ than 20 hours during their regular work week.
- 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.
- e. Temporary, Reduced-Hours Employees are employees of the Town who are scheduled to work at least 20 hours, but ~~less-fewer~~ than 40 hours, during their work week for a period which does not exceed four consecutive months.
- 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 1 through 5 and Article VIII

Amended:  
ATM 2009

Amended:  
ATM 2009

Amended:  
ATM 2009

Amended:  
ATM 1995

Amended:  
ATM 2015  
ATM 2018

Section 1. Effectively, exempt employees are not subject to overtime and minimum wage laws. All other provisions of the Bylaw shall apply.

h. Non-exempt employees are as defined by the Fair Labor Standards Act. They are eligible to receive overtime after 40 hours per week worked.

Amended:  
ATM 1995  
ATM 2015  
ATM 2018

- i. Exempt Trainees are those people who are being trained for jobs and will receive no compensation during the training period. This category must follow the six criteria outlined in the Fair Labor Standards Act.
1. The training, even though it includes actual operation of the facilities of the employer, is similar to that which would be given in a vocational school.
  2. The training is for the benefit of the trainees.
  3. The trainees do not displace regular employees, but work under close supervision.
  4. The employer that provides the training derives no immediate advantage from the activities of the trainees, and on occasion operations may actually be impeded.
  5. The trainees are not necessarily entitled to a job at the completion of the training program.
  6. The employer and the trainee understand that the trainees are not entitled to wages for the time spent in training.
- j. Per Diem Workers are those workers who are hired to meet the staffing needs of the Town, e.g., special police officers, part-time firefighters and other intermittent employees

Amended:  
ATM 1995  
ATM 2018

**Section 3.** Pay Period is a fourteen-day period.

Amended:  
ATM 2000  
ATM 2006

**Section 4.** Regular Work Period shall consist of forty (40) hours during each week, unless the Town requires fewer hours of work from such position.

Amended:  
ATM 1995  
ATM 2006

**Section 4a.** Regular Work Period Per Diem Firefighter/EMT - The regular work period for Per Diem Firefighter/EMTs shall consist of a maximum of 50 hours in any one week.

Amended:  
ATM 1995  
ATM 2006

**Section 4b.** Regular Work Period Special Police Officers - The regular work period for Special Police Officers shall consist of a maximum of 40 hours in any one week.

Amended:  
ATM 1995  
ATM 2006

**Section 5.** Continuous Service is any period of continuous paid service, including paid leaves of absence and time on Workers' Compensation, but excluding unpaid leaves of absence, other than unpaid leaves of absence for military service. Service accumulation will restart after the completion of the unpaid leave.

Amended:  
ATM 1999  
ATM 2009  
ATM 2015  
ATM 2018

**Section 6.** Seniority shall be computed substantially in accord with the provisions of MGL Chapter 31, Section 33.

**Section 7.** Grievance is a dispute arising under and involving the interpretation, meaning, or application of any of the express provisions of this Plan.

Amended:  
ATM 1993

**Section 8.** At Will. Employment with the Town is voluntarily entered into and is therefore "at will." The employee is free to resign at any time. Similarly, the Town may terminate the employment relationship at any time, with or without cause, so long as there is no violation of applicable local, state or federal law.  
Amended:  
ATM 2000  
ATM 2018

**Section 9.** Partner is defined as a member of an entity, formed by two persons, in which the individual and employee shall reside together in a common household in a relationship of mutual support, caring, and commitment, and intend to do so indefinitely. Partners must consider themselves to be a family, be each other's sole domestic partner, and be eighteen years old or over. Neither individual may be married to anyone nor have a different domestic partner, nor may the partners be related by blood closer than would bar marriage in the Commonwealth of Massachusetts. Further, the individuals must share basic living expenses, e.g., basic food, shelter, and other joint expenses, and the employee shall show evidence of this.  
Amended:  
ATM 2002

**Section 10.** Whenever gender-based personal pronouns are used in the Plan, they shall be read with equal force and meaning as referring to either gender.  
Amended:  
ATM 2009  
ATM 2018

**Section 11.** The Schedule is defined as the "Classification and Compensation Schedule," which is found at the end of the Plan.  
Amended:  
ATM 2015

#### **ARTICLE IV. ADMINISTRATION**

**Section 1.** The Plan shall be administered by the Personnel Board, as defined in Article III Section 1 of the Plan.  
Amended:  
ATM 1995  
ATM 2006

**Section 2.** The five members of the Board shall not be deemed employees of the Town.  
Amended:  
ATM 1995  
ATM 2008

**Section 3.** The Board shall establish such policies, procedures, and regulations as it deems necessary for the administration and maintenance of the Plan including the schedules annexed thereto. The policies, procedures, and regulations shall be subject to review and approval by the Select Board.  
Amended:  
ATM 1993

**Section 4.** The Board may employ such assistance and incur such expenses as it deems necessary to carry out its duties, subject always to the availability of monies appropriated by the Town for that purpose.

**Section 5.** The Board shall elect a Chair and a Clerk from among its members each year. A majority of the Board shall constitute a quorum for the transaction of business. The votes of a majority of all the members of the Board shall be necessary on any matter upon which it is authorized to act.  
Amended:  
ATM 2018

**Section 5a.** Members shall attempt to attend all meetings of the Board. Except for periods of vacation or other unusual or extenuating circumstances, if a Board member misses more than five (5) meetings annually, a majority of the Board may vote to recommend to the appointing authority removal of that member from the Board.  
Amended:  
STM 12/5/94

**Section 6.** The Board shall cause the following personnel records to be maintained in a secure place for each employee of the Town.  
Amended:  
ATM 2009  
ATM 2018

- a. a copy of the letter offering employment and containing:
  - i. starting date
  - ii. starting rate of pay
  - iii. job title and job description
  - iv. employee category
  - v. scheduled work hours
  - vi. benefits
- b. application form
- c. references
- d. date of birth
- e. Social Security number
- f. changes in pay
- g. performance evaluations (one at least every 12 months)
- h. acknowledgement of policy form
- i. other information that the Board may deem proper and necessary to the effective administration of the Plan

**Section 6a.**

Amended:  
ATM 2000  
ATM 2009  
ATM 2015  
ATM 2018

A central personnel file, for all positions subject to the Classification and Compensation plans and the employees occupying these positions, shall be established in the Office of the Select Board. Original files shall be maintained for the Personnel Board by the Town Administrator, or person designated by the Town Administrator. A copy of the files may be maintained by the Department Head, on site, provided the file copies are under lock and key and access is restricted.

These records shall contain the information prescribed in Article IV, Section 6, above. Each employee of the Town, and all future employees except elected officials, shall be required to complete the "Application for Employment" form in order to update and maintain the basic personnel file data. The Town Administrator will furnish these forms to each Department Head. The Department Head shall be responsible for furnishing all data needed for the completion of the personnel record.

No material derogatory to an employee shall be filed in a personnel record without the knowledge of the individual employee.

Employees shall have the right to inspect the contents of their personnel files in the presence of the Town Administrator or the designated representative of the Town Administrator.

**Section 7.**

Amended  
STM 10/5/87  
ATM 2015

The Board will establish and maintain a Position Classification Plan.

**ARTICLE V. THE POSITION CLASSIFICATION PLAN**

**Section 1.**

Amended:  
STM 10/5/87  
ATM 2018

Definitions

a. The position classification plan describes the process by which a position is created and analyzed and placed on the Classification and Compensation Schedule.

b. A position is defined by assigned duties and responsibilities, requiring the full or part-time employment of one person. A position may be occupied or vacant.

- c. A class is a group of positions (or one position) that:
  - 1. Has similar duties and responsibilities;
  - 2. Requires like qualifications; and
  - 3. Can be equitably compensated by the same salary range.
- d. The class title is the official designation or name of the class as stated in the class specification. It shall be used on all personnel records and actions. Working or office titles may be used for purposes of internal administration.

**Section 2.**

Amended:  
ATM 1990  
ATM 2015  
ATM 2018

Classification of Positions

All positions occupied by employees of the Town are hereby classified into the classes set forth in the Classification and Compensation Schedule, which is incorporated in this Plan and made a part hereof.

**Section 3.**

Amended:  
ATM 1990  
ATM 2018

Classification Allocation of New Positions

The Department Head or other supervisor shall complete a position description covering the duties and responsibilities of each proposed position. The Personnel Board with approval of the Select Board shall ~~allocate-classify or reclassify~~ the position to one of the classes in the position classification plan. If a suitable class does not exist, the Department Head or other supervisor shall recommend the establishment of a new class in accordance with the provisions of Section 7 of this Regulation and ~~allocate-classify~~ the position to it.

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**Section 3a.**

Amended:  
ATM 1990  
ATM 2009

Allocation-Classification Appeals

If an employee has facts that indicate to the employee that said employee's position is improperly ~~allocated-classified~~, the employee may request, through the Department Head, ~~that Head, to~~ the Personnel Board review the ~~allocation-classification~~ of the position. Such request shall be submitted in writing and shall contain a statement of justification. The employee shall have a right to file a grievance, in accordance with the provisions of Article XV of this Plan, if the Department Head does not submit the ~~allocation-classification~~ request for review by the Personnel Board.

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**Section 4.**

Amended:  
ATM 2018

Maintenance of the Plan

- a. Each time a vacancy occurs, if the appointing authority feels it is necessary, a position description shall be completed by the Department Head and submitted to the Personnel Board for a review of the allocation of the position.
- b. Each time a department is reorganized, position descriptions for all affected employees shall be submitted by the Department Head to the Personnel Board for review.
- c. The Personnel Board may require Department Head(s) to submit position descriptions on a periodic basis, or any time it has reason to believe that there has been a change in the duties and responsibilities of one or more positions.
- d. Each time a new class is established, a new class specification shall be written and incorporated into the existing plan. The class title shall be added to the schematic list of titles. Likewise, an abolished class shall be deleted from the position classification plan by removing the class specification and eliminating the class title from the schematic list of titles.
- e. The Personnel Board shall conduct a general review of the position classification plan from time to time.

Amended:  
STM 10/5/87  
ATM 2009

Amended:  
ATM 2009

Amended:  
ATM 2018

Amended:  
ATM 2018

**Section 5.**

Amended:  
ATM 1999

Interpretation of Class Specifications

The class specifications are descriptive and not restrictive. They are intended to indicate the kinds of positions that shall be allocated to the classes.

**Section 6.**

Amended:  
ATM 2018

Official Copy of the Positions Classification Schedule

Official copies of the Personnel Administration Plan, the Classification and Compensation Schedule, and job descriptions shall be maintained by the Town Administrator or designee.

**Section 7.**

Amended:  
ATM 2002  
ATM 2015

Amendments to the Position Classification Schedule

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.

**ARTICLE VI. THE PAY PLAN**

**Section 1.**

Amended:  
STM 10/5/87  
ATM 2009  
ATM 2018

New Appointees

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.

Amended:  
ATM 2009  
ATM 2015  
ATM 2017

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.

Amended:  
ATM 1995  
ATM 2009  
ATM 2017

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 Select Board or 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.**

Amended:  
ATM 2009

Promotions or Reclassifications

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.

Amended:  
ATM 2018

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. When an employee is promoted, or the position they hold is reclassified to a position in a higher grade, the employee's salary shall be increased to the minimum rate for the higher grade. In the case of overlapping ranges, the promoted or reclassified employee shall be increased to the step immediately above the employee's current salary step.~~

**Section 3.**

Amended:  
ATM 2018

Transfers

There shall be no immediate change in the salary rate of an employee who is ~~transferred, unless 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.

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**Section 4.**  
Amended:  
STM 10/5/87  
ATM 2009

Demotions

When an employee is demoted to ~~aa~~ lower grade class position, the employee shall be paid at a rate that is within the approved range for the employee's lower class grade position. The rate of pay will be set by the Department Head and reviewed by the Personnel Board.

**Section 5.**  
Amended:  
ATM 1990

Reallocation Downward

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~~ but shall not be entitled to a salary increase.

**Section 6.**  
Amended:  
ATM 2009

Reinstated Employees

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.**  
Amended:  
ATM 2002  
ATM 2013  
ATM 2017  
ATM 2018

Salary Step Adjustments

~~On an annual basis, the 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. This employee step advancement occurs annually, provided that annual reviews have been submitted pursuant to the Employee Handbook by June 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.**  
Amended:  
ATM 1999  
ATM 2018

Responsibility for Administration

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.**  
Deleted  
ATM 2009

Initial Adjustment to the Pay Plan

**Section 10.**  
Amended:  
ATM 1990  
ATM 2009  
ATM 2021  
Amended:  
ATM 2015

Review and Amendment of the Pay Plan

- a. Prior to the annual submission of their budget, but no later than February 1, 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

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ATM 2018

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.

**Section 11.** Temporary Out of Grade Work

Whenever at the direction of the Town Administrator, or at the direction of the Department Head with the consent of the Town Administrator, an employee is assigned tasks and responsibilities for a period of more than ten (10) business days which are normally and ordinarily performed by another employee in a higher grade and which are not among those tasks and responsibilities that the employee would normally and ordinarily be expected to perform under the terms and conditions of the job description for their position, the employee shall be paid an additional five (5) percent of their base pay for the period of time beyond ten (10) business days that they perform the "out of grade" tasks and responsibilities provided, however, that in no case shall they be paid more than the top step of the higher grade position which would normally and ordinarily carry out such tasks and responsibilities.

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

Amended:  
ATM 1995  
ATM 2006

**Section 3.** The regular work period for Special Police Officers shall consist of a maximum of 40 hours per week.

Amended:  
ATM 1995  
ATM 2006

**Section 4.**

a. A non-exempt employee, EXCLUDING a Per Diem FF/EMT, shall be paid at one and one-half (1.5) times 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.

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

b. A Per Diem Firefighter/EMT shall be paid at one and one-half (1.5) times their regular rate for work:

1. in excess of fifty (50) hours worked in one (1) week, or
2. in excess of 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.**

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:

Amended:  
STM 10/5/87  
STM 12/12/16  
ATM 2018

- a. The employee secured the approval thereof of the employee's Department Head, prior to working the overtime.
- 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~~workweek. 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~~workday 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~~workday. 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 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-eight~~ dollars (\$ 58) 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-eight~~ dollars (\$ 58) 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~~hour-to-hour basis at the rate of eighty- seven dollars (\$ 87.00) 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~~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. It does not require Town Meeting approval.

Amended:  
ATM 2021

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.** 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  
 Independence Day  
 Labor Day  
 Indigenous Peoples Day  
 Veterans Day  
 Thanksgiving Day  
 Christmas Day  
 Each holiday will be observed by the Town on the day designated by State law.

Amended:  
 ATM 1990  
 ATM 2021

**Section 2.** 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 1980

**Section 3.** All regular, non-exempt reduced-hours employees shall be entitled to the holidays listed in Section 1 except that holiday pay for a given holiday shall be provided only for the number of hours the employee would have ordinarily worked that day if it were not a holiday.

Amended:  
 ATM 1980  
 ATM 2017

**ARTICLE X. VACATIONS**

**Section 1.** All regular full-time employees shall accrue vacation with pay as follows:

Amended:  
 ATM 2002  
 ATM 2006  
 ATM 2009  
 ATM 2015

<b>SERVICE</b>	<b>ACCRUAL RATE</b>	<b>VACATION</b>
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	8 hours per month	Twelve (12) <del>work days</del> <u>workdays</u>
After five (5) years	11.33 hours per month	Seventeen (17) work days
After ten (10) years	14.67 hours per month	Twenty-two (22) work days

Employees shall be allowed to use vacation in half-day increments.

For employees with hire date from January 1, through June 30, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown in the chart above. For employees with hire date from July 1, through December 31, vacation accrual increases at the beginning of the fiscal year following completion of the service requirement shown less six (6) months, i.e., at 4 1/2 and 9 1/2 years.

**Section 2.** Regular reduced-hours employees shall be entitled to vacation according to Section 1 except that the resulting days shall be multiplied by the average number of hours worked each week and then divided by forty (40).  
Amended:  
ATM 2002

**Section 3.** Regular part-time, per diem, and intermittent employees do not accrue vacation time.  
Amended:  
ATM 2002

**Section 4.** Vacation time shall not be accrued during any unpaid Leave of Absence.

**Section 5.** Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned. **No more than two (2) weeks vacation time may be deferred by the employee for a maximum of one (1) year.** Under unusual or extenuating circumstances, additional accrued vacation time may be carried over at the discretion of the Department Head. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 7 through 9 of this Article.  
Amended:  
ATM 2002  
ATM 2015

**Section 6.** The Department Head shall approve all vacation schedules.  
Amended:  
ATM 2009

**Section 7.** If a regular, full-time employee shall retire, resign or be terminated, said employee shall be entitled to a lump sum payment on termination in the amount of base pay to which the employee would have been entitled for unused vacation under Sections 1 and 2 of this article.  
Amended:  
ATM 1993  
STM 12/5/94  
ATM 2002  
ATM 2009  
ATM 2018

**Section 8** If a regular, reduced-hours employee shall terminate employment in the manner set forth in Section 7 above, the employee shall be entitled to the benefits granted to full-time employees computed in the manner provided in Section 2 above.

**Section 9.** If a regular, full-time employee or a regular, reduced-hours employee shall die, the benefits to which said employee would be entitled under Sections 7 and 8 above shall be paid to the employee's estate.

**Section 10.** If, after beginning an approved vacation, a regular full-time employee is ordered by the appointing authority or its designee to return to work, the Town shall give such employee three (3) days vacation time for each day ~~affected, and affected and~~ shall also reimburse such employee for any vacation expenses incurred as a result of ~~being thus being thus~~ ordered to work.  
Amended:  
ATM 1987

**Section 11.** VACATION PAY: If a payday falls during a scheduled vacation, the employee may request that money be paid in advance. In order to minimize the impact on Payroll and Accounting, advance vacation pay must be requested, in writing to the Town Treasurer, not less than 28 days in advance of the date the check would be issued. Department Head shall acknowledge written requests of employee.

For employees on direct deposit, no special request is necessary. Pay will be deposited, as usual, during the vacation period.

## ARTICLE XI. LEAVES OF ABSENCE

**Section 1.** SICK LEAVE

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Amended:  
ATM 1980  
ATM 1987  
ATM 1993  
ATM 2002  
ATM 2015  
ATM 2017  
ATM 2018

- a. Each regular full-time and regular reduced-hours, and regular part-time employee shall be entitled to one day, of the same number of hours as regularly or on average worked, of paid sick leave for each five (5) calendar weeks of continuous service per year to be used in case of illness, or injury, or other temporary disabilities which necessitate the employee's absence from work, except for conduct which is cause for termination of the employee's employment.

In addition, an employee shall be permitted to use sick leave for the following reasons:

Amended:  
ATM 2018

- i. To care for a physical or mental illness, injury or medical condition affecting the employee or the employee's child, spouse/partner, parentparent, or parent of a spouse/partner

Amended:  
ATM 2018

- ii. To attend routine medical appointments of the employee or the employee's child, spouse/partner, parentparent, or parent of a spouse/partner

- iii. To address the effects of domestic violence on the employee or the employee's dependent child

- b. No such employee may accumulate more than 180 days of sick leave with pay, hold more than 180 days of sick leave with pay at any one time, or accumulate such leave during any calendar month in which the employee is absent from work for more than twenty days on account of temporary disability or other paid leave of absence.

- c. If on sick leave, such employee may be compensated at the employee's regular rate of pay for absences of not more than three (3) consecutive working days, provided that the Department Head is satisfied that the employee's absence was caused by a temporary disability described in paragraph a. of this Section.

- 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.

Amended:  
ATM 2018

- 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~~stepchild, grandchild, father, mother, ~~step-parent~~stepparent, 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~~if the aunt, uncle, ~~brother-in-law~~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) workingday.

**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 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 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 would otherwise have received during their leave, less all monies that 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 their employment normally to be anticipated in their 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 of 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~~twelve-month period during which the leave may be taken, the Town will utilize a rolling ~~twelve-month~~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 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 their responsibilities as an employee. Examples of employee failure to fulfill 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 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 Select Board or the Library Board of Trustees, in writing, that:
  - 1) The employee's performance and behavior ~~was~~ were satisfactory and that the employee be retained in 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 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~~depending on 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 or Library Board of Trustees of the employee's improved behavior/performance and their recommended retention of the employee, or of the employee's continued unsatisfactory behavior/performance, and their recommended discharge of the employee.

**Section 9.**

Discharge – An employee may be discharged either because of 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 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 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~~matter and respond in writing within fourteen (14) calendar days from receipt by the Chair.

**Step 2:** If the grievance ~~still remains~~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.** 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:  
ATM 2000

INTENT

ATM 2009

The employee performance review is intended to:

- a. Provide a method of improving the effectiveness and efficiency of the individual.
- b. Serve as a conduit for communication and feedback outside of routine daily interactions.
- c. Provide a means of reflecting upon, summarizing, and quantifying performance.
- d. Provide a process for establishing goals and objectives.
- e. Provide a basis for formal personnel decision making.
- f. Serve as a basis for recognizing accomplishments and needs for guidance, development, training, and support.

**Section 2.**

**ADMINISTRATIVE PROCEDURES**

Amended:  
ATM 2002

The Department Head, with input from any Boards or Committees directly supported by the employee, shall review performance at the end of the initial training period and annually thereafter.

Amended:  
ATM 2009  
ATM 2017

Performance shall be reviewed on an Employee Evaluation Form that directly correlates to the respective job description for each employee. Attendance, promptness, performance, and length of service shall be considered in making recommendations. A written evaluation of at least "proficient" shall entitle an employee to a one-step increase until the maximum step of the class has been reached.

Amended:  
ATM 2009  
ATM 2015

Upon completion of the evaluation, the Department Head will review the appraisal with the Employee and if appropriate will forward a Pay Change Request to the Town Accountant and Treasurer for implementation. All pay changes shall conform to contractual obligations and/or the approved Personnel Administration Plan, including the Schedule.

After discussing the review with the Department Head, the employee must sign the evaluation form indicating that the employee has seen the evaluation.

The completed evaluation form is then returned to the Town Administrator for filing in the employee's file. Employees and Department Heads are encouraged to keep copies of the evaluation if they choose.

**Section 3.**

**Ratings**

Amended:  
ATM 2002  
ATM 2017

- 1. Outstanding:** Significantly exceeds established job standards with exceptional quality, quantity and timeliness of work. Always achieves exceptional results well beyond those expected of the position.
- 2. Highly Effective:** Consistently exceeds established job standards for quality, quantity and timeliness of work. Often achieves results beyond those expected for the position.
- 3. Proficient:** Generally proficient at established job standards for quality, quantity and timeliness of work. Meets goals and objectives. Occasionally exceeds established job standards.
- 4. Requires Development:** Meets some established job standards for quality, quantity and timeliness of work. Requires improvement in meeting goals and objectives. May require more supervision than expected for assignment.

**5. Unsatisfactory:** Does not meet established job standards for quality, quantity, and timeliness of work. Requires continual close supervision and direction. Performance is well below standards, not acceptable, and requires immediate improvement.

The annual rating should never come as a surprise to the employee. Ratings 4 and 5 above may not be used unless prior, documented, discussions of the issues have been held between the Department Head and the employee.

## ARTICLE XVIII. MANAGEMENT RIGHTS

Amended:  
ATM 2002  
ATM 2009

### Section 1.

Amended:  
ATM 2015

This Personnel Administration Plan is not intended to violate any federal, state, ~~county~~county, or municipal laws, nor shall anything in this document be interpreted as diminishing the right of the Town to determine and prescribe the methods and means by which its operation of the departments shall be conducted, except as may otherwise be provided in this document.

### Section 2.

Amended:  
ATM 2015  
ATM 2017  
ATM 2018

The Town shall exercise the customary rights and responsibilities of the management of Town departments. The Town shall have the exclusive right to manage the Town departments, to direct the working forces, to contract and sub-contract, to determine the operations, the methods, the processes and procedures, the schedules and work assignments. The Town has the right to hire, layoff, promote, demote, transfer, assign, ~~disciplined~~discipline, or discharge, maintain discipline, and require the observance of the Town's reasonable rules and regulations. The Town may dismiss any employee with or without cause, as long as the dismissal does not violate local, ~~state~~state, or federal law. The Town may dismiss any employee with an overall performance rating below "proficient" if the rating has not been remedied to "proficient" in six (6) months. The Town may relieve employees from duty because of lack of work or other proper reasons. The Town has the exclusive and sole right to determine and maintain equitable standards of performance, and to attain and maintain efficiency.

### Section 3.

The failure of the Town to exercise, or the decision of the Town not to exercise, any of its management rights in one or more instances, shall not be deemed to be a waiver by the Town if it chooses to enforce the right or rights in any other instance or instances.

**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

FY2022 Classification & Compensation Schedule - including 2.4% Wage Increase  
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 & Comm Svc 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
	Inspector of Buildings															
	Town Accountant															
	Town Assessor															
	Town Planner															
	Town Treasurer/Collector															
14	Council on Aging 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
	Town Clerk/ <i>Temporary Town Clerk</i>	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
	Community Services Coordinator															
	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															
10	Bldgs/Gnds 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															
	Senior Library Assistant															
	Transfer Station Worker															
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

Approved by Town Meeting June 12, 2021

**FY2022 Classification & Compensation Schedule - including 2.4% Wage Increase  
Per Diem and Intermittent Employees & Stipends**

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

Stipends (Annual)	Rate
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

**For Informational Purposes  
Personal Contracts, CBA's and Elected Officials  
FY2022**

Personal Contracts			
Position	Contract Expires	FY2022	FY2021
DPW Director	6/30/2023	107,962	104,817
Fire Chief	6/30/2022	131,040	126,000
Library Director	6/30/2022	83,500	81,308
Police Chief	6/30/2025	156,351	151,797
Town Administrator	6/30/2021		131,757

Positions Governed by Collective Bargaining Agreements (CBA's) -expire 6/30/2021									
Position	Step A	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Police Sergeant		34.53	35.15	36.09					
Police Officer	25.06	27.06	27.76	28.49	29.24	29.99	31.11		
Fire Captain	35.10								
Fire Lieutenant	33.64								
Firefighter/EMT		24.63	25.25	25.87	26.52	27.19	28.66	28.55	29.28
Dispatch Supervisor		24.52	25.12	25.72	26.36	27.01	27.67		
Dispatcher		22.00	22.55	23.10	23.66	24.24	24.82		

Elected Officials				
Position	FY2022		FY2021	
Select Board Member	\$400.00	annually	\$400.00	annually
Board of Health Member	\$200.00	annually	\$200.00	annually
Planning Board Member	\$400.00	annually	\$200.00	annually
Boxborough School Committee Member	\$400.00	annually	\$400.00	annually
Library Trustee	\$200.00	annually	\$200.00	annually
Moderator	\$100.00	annually	\$100.00	annually
Constable	\$3.00	/warrant posted/location	\$3.00	/warrant posted/location
Town Clerk	\$7,284.00	Grade 14, 6 wks May-June	\$51,498.00	(Grade 14-Step 12)

\* For FY21 Elected Board and Committee Members salaries eliminated in Articles 3 & 5

\* For FY22 SOME Elected Board and Committee Members chose to forgo their salaries as reflected in Article 3

Approved by Town Meeting June 12, 2021



## **TOWN OF BOXBOROUGH NOTICE OF PUBLIC MEETING Meeting Minutes**

**BOARD/COMMITTEE: Personnel Board**

**MEETING DATE: March 21, 2022**

**TIME: 7:00pm**

**PLACE: Zoom meeting with Select Board**

**Members Present: Sheila Bauer, Keith Lyons, Bill Litant. Maria Neyland (Associate)**

**Members Absent:**

**Other Attendees: Tracey Sierra, Boxborough Select Board and Interim Town Administrator**

- **Select Board appointed Tracy Sierra to Personnel Board unanimously**
- **Sheila called meeting to order at 7:23 and took roll call of all board members present**
- **Personnel Plan Modifications Draft (reviewed by Sheila)**
  - **Sheila reviewed all the major changes including**
    - **Automatic Steps –**
      - **Les Fox – Les was happy with the changes but was concerned about outcome if department heads continued to not complete performance reviews for employees**
      - **Jennifer Campbell – Jennifer was supportive of the change**
      - **Diana Lipari – Diana was curious if we considered merit-based pay and that the new verbiage did not really address that performance reviews would be handled by new Town Administrator going forward**
      - **John Markiewicz – John was supportive of the change and thought there was an opportunity to ensure performance reviews were completed as the outcome of department heads performance would be their timely completion of their department's performance reviews**
      - **Wes Fowlks – supported the changes**
    - **Out of Class Pay – Section 11**
      - **No questions**
    - **Sick time amendment for regular part-time (19 hrs)**
      - **No questions or concerns by Select Board**
      - **ITA Terranzini asked if we had made any changes beyond Sick time such as vacation time and Sheila indicated that we had not.**

- **Dates for future meetings**
  - **March 23, 9:00am**
  - **March 28/29 with Select Board?**
- **Sheila made motion to adjourn at 8:05, Keith seconded. All agreed unanimously**

**List of Documents/Exhibits used**

- **Personnel Administration Plan Working 2022 Changes - SCB**

**Respectfully submitted,**

**Keith Lyons**  
**Clerk, Personnel Board**