

## **Town Meeting Articles - Supplemental Information**

STM #2 - Fund First Two Years of Collective Bargaining Agreement - Massachusetts Coalition of Police, Local 200, Police

STM #4 - Amend FY 2014 Personnel Classification & Compensation Plan

ATM # 6 & #7 - Amendments to the Regional School District Agreement of the Minuteman Regional Vocational School District (MRVSD) and Withdrawal from MRVSD

ATM # 8 & #9 - Acceptance of the Community Preservation Act and Bylaw to Establish Community Preservation Committee

ATM #26 - Public Safety Radio System Upgrade

ATM #32 - Pilot Program – Community Services Coordinator



**AGREEMENT  
BETWEEN  
THE  
TOWN OF FOXBOROUGH  
AND  
LOCAL 200 MASSACHUSETTS COALITION OF POLICE**

**JULY 1, ~~2009~~2012 through JUNE 30, ~~2012~~2015**

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**AGREEMENT**  
between  
**THE TOWN OF BOXBOROUGH**  
and  
**LOCAL 200 MASSACHUSETTS COALITION OF POLICE**

This Agreement, entered into by the Town of Boxborough, hereinafter referred to as the EMPLOYER, and the Massachusetts Coalition of Police, MCOP Local 200, hereinafter referred to as the UNION, has as its purpose the promotion of harmonious relations between the EMPLOYER and the UNION; and the establishment of rates of pay, hours of work, and other conditions of employment.

**ARTICLE 1 - DEFINITION OF BARGAINING UNIT**

The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purpose of establishing wages, salaries, hours, and other conditions of employment for full-time Police Officers, Sergeants and probationary EMPLOYEES each hereinafter referred to as the EMPLOYEE and excluding all others.

The EMPLOYER will not aid, promote, or finance any labor group or organization that purports to engage in collective bargaining or make agreement with any group or individual for the purpose of undermining the UNION or changing any condition contained in this agreement.

All new EMPLOYEES shall be considered probationary EMPLOYEES during the first twelve (12) months of service. Within twenty-one (21) days prior to the end of such twelve (12) months, each such EMPLOYEE'S status will be reviewed by the Chief or his/her designee and the Board of Selectmen and the EMPLOYEE will be made a permanent EMPLOYEE or his/her employment with the EMPLOYER shall be terminated.

**ARTICLE 2 - RECOGNITION**

The EMPLOYER recognizes the UNION as the exclusive collective bargaining representative for all of the EMPLOYEES defined in Article 1 above.

**ARTICLE 3 - COMPLETE AGREEMENT**

This document and the current or future mutually accepted job descriptions constitute the complete Agreement between the EMPLOYER and the UNION. It is acknowledged that during negotiations that resulted in this Agreement, each and all had the unlimited right and opportunity to make proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement may be amended, modified, or supplemented at any time by mutual consent of the parties hereto, without in any way affecting any of the other provisions of this Agreement.

No such amendment shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Section 1. This Agreement is not intended to violate any Federal, State, County or Municipal Laws, nor shall anything in this Agreement be interpreted as diminishing the right of the EMPLOYER to determine and prescribe the methods and means by which its operation of the Police Department shall be conducted, except to the extent expressly abridged by a specific provision of this agreement.

Section 2. The EMPLOYER shall exercise the customary rights and responsibilities of the management of the Police Department. The EMPLOYER shall have the exclusive right to manage the Police Department, 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 EMPLOYER has the right to hire, layoff, promote, demote, transfer, assign, discipline or discharge for cause, maintain discipline, and require the observance of the EMPLOYER'S reasonable rules and regulations. The EMPLOYER may dismiss any EMPLOYEE for cause. The EMPLOYER may relieve EMPLOYEES from duty because of lack of work or other proper reasons. The EMPLOYER 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 EMPLOYER to exercise, or the decision of the EMPLOYER not to exercise, any of its management rights in one or more instances shall not be deemed to be a waiver by the EMPLOYER if it chooses to enforce the right or rights in any other instance or instances. The failure of the UNION to exercise, or the decision of the UNION not to exercise, any of its rights in one or more instances shall not be deemed to be a waiver by the UNION if it chooses to enforce the right or rights in any other instance or instances.

#### **ARTICLE 5 - PERFORMANCE EVALUATION**

Section 1. Every EMPLOYEE shall receive, as often as the Chief deems necessary, but not less than annually, a written performance appraisal and evaluation report.

Section 2. Every EMPLOYEE shall have an opportunity, within thirty (30) days, to discuss the evaluation report with the Chief for the purpose of understanding. Afterwards a copy of such report shall be placed in his/her personnel file. The employee shall affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates his/her agreement with the contents thereof. If the EMPLOYEE disagrees then that EMPLOYEE will have the opportunity to add his/her own statement to his/her file.

Section 3. Performance appraisal and evaluation reports shall not be deemed public records as that term is defined by M.G.L. Chapter 4, Section 7 and access thereto shall be limited to the EMPLOYEE, his/her designees, the Selectmen, the Chief, their agents and those persons who are authorized by law to have access to personnel records of the EMPLOYER.

Section 4. Nothing contained in the Article shall be deemed subject to the grievance procedure under this agreement.

#### **ARTICLE 6 - JUST CAUSE**

EMPLOYEES who have passed their probationary period of one year shall not be disciplined or discharged without just cause. The UNION president shall be notified in writing of the discipline of any EMPLOYEE after the discipline is given.

#### **ARTICLE 7 - DRUG FREE WORKPLACE**

Section 1. The UNION agrees to abide by the EMPLOYER'S Drug-Free Workplace Policy.

Section 2. This policy shall not apply to EMPLOYEES lawfully engaged in investigative or enforcement actions nor to any other activity within the lawful scope of the powers and duties of law enforcement officers.

#### **ARTICLE 8 - DUTIES**

EMPLOYEES shall not be expected to perform the duties of any other Town EMPLOYEE or town official except in cases of public safety, public peace or when police assistance is needed.

#### **ARTICLE 9 - SENIORITY**

Seniority of an EMPLOYEE covered by this Agreement shall be determined by the longest period of continuous employment as a full-time, permanent EMPLOYEE. Prior service, service on other police departments, and military service shall not be considered.

#### **ARTICLE 10 - LAY OFF**

If the EMPLOYER finds it necessary to lay off EMPLOYEES due to economic or budgetary reasons, the procedure set forth in this Article will apply.

Step 1. The UNION will be notified whenever possible three (3) weeks in advance of any lay off and, insofar as practicable, of the number, names and occupational classifications of those EMPLOYEES who are affected by the lay off.

Step 2. If a lay off is necessary, EMPLOYEES shall be laid off in the inverse order of seniority. Seniority shall be determined as described in Article 9.

Step 3. The EMPLOYER will give each EMPLOYEE who is laid off either three (3) weeks notice or three (3) weeks pay in lieu of notice.

Step 4. Probationary EMPLOYEES will be laid off before regular EMPLOYEES.

Step 5. Full time EMPLOYEES laid off pursuant to this agreement shall have first right of refusal for reinstatement as full time EMPLOYEES should full-time laid off positions be rehired. Full time EMPLOYEES laid off pursuant to this agreement shall have first right of refusal should part-time positions be hired. A refusal by a former full-time EMPLOYEE laid off pursuant to this agreement to accept a part-time position shall not affect or alter the EMPLOYEE'S first right of refusal for reinstatement to a full time position. The last full time EMPLOYEE to be laid off shall be tendered the first offer if a position is rehired within five years of that EMPLOYEE'S lay-off. The procedure shall be as follows:

- a) The EMPLOYEE will be responsible for notifying the Chief of Police by certified mail of his/her current mailing address for the duration of the rehire period.
- b) The EMPLOYER will notify the laid-off EMPLOYEE(S) of restored full-time EMPLOYEE openings by certified mail. The notice must be postmarked within fifteen (15) days after the position has been officially restored.
- c) The laid-off EMPLOYEE(S) will be notified that they have fifteen (15) days to respond to the notice. The fifteen (15) days shall begin to toll on the date that the certified letter was received by the laid-off EMPLOYEE.
- d) If the laid-off EMPLOYEE chooses to return to duty, the EMPLOYEE will submit to (at the EMPLOYER's expense) a pre-employment medical examination by the same physician the EMPLOYER utilizes for annual EMPLOYEE physicals. The EMPLOYEE shall notify the Chief of Police that the EMPLOYEE chooses to be re-employed by the EMPLOYER by certified mail.
- e) A laid-off EMPLOYEE may be offered re-employment at the same or a lower rank provided that the lower rank is not lower than the rank of full-time EMPLOYEE.

## **ARTICLE 11 - HOURS OF WORK**

Section 1. The regular work week of all EMPLOYEES shall consist of four (4) eight (8) hour shifts and two (2) consecutive days off. One week shall be defined as the period starting on Thursday at 0001 hours (Thurs. 12:01 AM) and ending on Wednesday at 2400 hours (Wed. 12:00 Midnight). An alternative schedule may be arranged by mutual agreement between the UNION and the Chief of Police.

If the number of full-time officers, exclusive of the Chief of Police, totals ten (10) or more, the Employer may offer one flex shift. In the event that the number of full-time officers, exclusive of the Chief of Police, totals nine (9) or fewer, a flex shift shall not be offered. The flex shift shall be offered to officers as is any other shift per the current contract. The flex shift shall be four (4) consecutive days

on duty followed by two (2) consecutive days off. The officer assigned to the flex shift may be moved outside of his/her four day on/two day off work week rotation or approved day off with his/her consent. There will be at least seven (7) days notice provided to flex officer for any shift changes. Such changes shall be mutually agreed upon between the Chief and the flex officer whenever possible.

Section 2. The EMPLOYEES will bid shift assignments. EMPLOYEES will bid shift assignments on the basis of seniority every (6) months. The Chief or his/her designee will offer shifts based upon the personnel available and the staffing needs of the department. The Chief may offer the Sergeants supervisory shifts. This agreement shall not preclude the Chief, and the UNION from reaching a mutually agreeable alternative schedule during each six (6) month term should there be a serious staffing shortage.

Not less than thirty (30) days prior to the end of each six (6) month cycle the Chief or his/her designee shall post the shifts available for bid. The EMPLOYEES will submit their bids to the Chief on a suitable form within ten days of the posting. Not less than ten days prior to the end of six (6) month cycle the Chief or his/her designee will assign shifts based upon the bids and by seniority and shall post the schedule for the next six (6) months.

Section 3. The Chief or his/her designee may order an EMPLOYEE to duty contrary to Sec. 2 if there is a staffing shortage or an emergency so requires it. An emergency shall be defined as: A situation or occurrence of a serious nature, developing suddenly and unexpectedly, and demanding action. A staffing shortage shall be defined as: A situation wherein there will be no Boxborough Police Officers on duty unless an employee is ordered to work.

In the event of a staffing shortage as defined by this section, the Chief may order one (1) employee to work a single 8-hour shift provided that all other alternatives have been exhausted. An employee may NOT be ordered to work under this section if s/he is on sick leave, authorized personal leave, bereavement leave, leave of absence, or injured-on-duty status. An employee may NOT be ordered to work within the sixteen (16) hours immediately preceding, or following bereavement leave. Ordering in EMPLOYEES will be determined by the "Order In Rotation" policy to be established by the CHIEF in consultation with the UNION.

In all cases of staffing shortages or emergencies, every reasonable attempt will be made to fill shifts without ordering employees to work.

Section 4. All EMPLOYEES may be allowed to exchange shifts with the prior approval of the Chief or his/her designee provided that it can be done at no cost to the EMPLOYER.

## ARTICLE 12 - WAGES

Section 1. If a new EMPLOYEE has completed the Full-time Basic Recruit Academy training for full-time municipal police officers as approved and certified by the Municipal Police Training Committee (MPTC), OR if the new EMPLOYEE has obtained a waiver of permanent exemption excusing that EMPLOYEE from MPTC Basic Police Recruit Academy Training, the new EMPLOYEE may start at step "A2" on the wage scale. Proof of Academy graduation or permanent exemption is required. If a new

EMPLOYEE has not completed training or obtained an exemption at the time of hire, the EMPLOYEE will start at step "A1" and advance to step "A2" upon successful completion of Academy training or obtaining a permanent exemption from the MPTC and presentation of proof thereof to the Chief of Police.

Section 2. All Existing EMPLOYEES will move from Step to Step each July 1.

Section 3. New EMPLOYEES will be hired at Step A1 (or at another Step if so determined by the Board of Selectmen). New EMPLOYEES hired before January 1, move to the next step on the following July 1. New EMPLOYEES hired after January 1, move to the next step on the July 1, after completing a full year of employment.

**Effective July 1, 2012 (FY 2013):**

PATROL OFFICERS:

	<b>Step A1</b>	<b>Step A2</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Step	20.56	21.28	22.03	22.80	23.60	24.42	25.28
COLA	.31	.32	.33	.34	.35	.37	.38
<b>Total Wages</b>	<b>20.87</b>	<b>21.60</b>	<b>22.36</b>	<b>23.14</b>	<b>23.95</b>	<b>24.79</b>	<b>25.66</b>
Overtime	150% of hourly rate						

SERGEANTS:

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
% above maximum patrolman step	11%	13%	15%
Hourly	28.48	28.99	29.51
Overtime	150% of hourly rate		

**Effective July 1, 2013 (FY 2014):**

PATROL OFFICERS:

	<b>Step A1</b>	<b>Step A2</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Step	20.87	21.60	22.36	23.14	23.95	24.79	25.66
COLA	.37	.38	.39	.40	.42	.43	.45
<b>Total Wages</b>	<b>21.24</b>	<b>21.98</b>	<b>22.75</b>	<b>23.54</b>	<b>24.37</b>	<b>25.22</b>	<b>26.11</b>
Overtime	150% of hourly rate						

**SERGEANTS:**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
% above maximum patrolman step	11%	13%	15%
Hourly	28.98	29.50	30.02
Overtime	150% of hourly rate		

**Effective July 1, 2014 (FY 2015):**

**PATROL OFFICERS:**

	<b>Step A1</b>	<b>Step A2</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>
Step:	21.24	21.98	22.75	23.54	24.37	25.22	26.11
COLA:	.37	.38	.40	.41	.43	.44	.46
<b>Total Wages</b>	<b>21.61</b>	<b>22.36</b>	<b>23.15</b>	<b>23.95</b>	<b>24.80</b>	<b>25.66</b>	<b>26.57</b>
Overtime	150% of hourly rate						

**SERGEANTS:**

	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
% above maximum patrolman step	11%	13%	15%
Hourly	29.49	30.02	30.55
Overtime	150% of hourly rate		

**Section 4. SHIFT DIFFERENTIAL**

EMPLOYEES working evening (3:00 PM to 11:00 PM) and overnight (11:00 PM to 7:00 am) shifts shall receive shift differential as follows:

Day Shift: No Differential  
 Evening Shift: \$0.53 per hour  
 Overnight Shift: \$0.88 per hour

EMPLOYEES working a split shift (Ex. 6 PM until 2 AM) will be paid differential based upon the actual number of hours worked in that shift. (6PM until 2AM) would receive evening shift differential until 11:00 PM and then Overnight shift differential from 11:00 PM to 2:00 AM-). Shift differential will only be paid for actual time worked.

**Section 5. CAREER INCENTIVE PAY**

EMPLOYEES who show proof of a completed Associates, Bachelors or Masters Degree from a Massachusetts Board of Higher Education accredited college or university in Criminal Justice, Law Enforcement or Law, will receive additional compensation known as the “Quinn Bill”, as defined under

Massachusetts General Laws Chapter 41, Section 108L. The EMPLOYER will fully fund 100% of the Quinn Bill for Quinn eligible employees.

If the Town or the state rescinds its acceptance of the provisions of the Quinn Bill, the EMPLOYER agrees to substitute an educational incentive that is equal to the Quinn Bill provisions and compensation provided by the Quinn Bill.

EMPLOYEES who are not eligible to receive benefits under the provisions of the Quinn Bill will receive, in addition to their base wage, \$2,000 for an Associates degree, \$4,000 for a Bachelors degree or \$5,000 for a Masters degree.

### ARTICLE 13 - OVERTIME

Section 1. If an EMPLOYEE is required to be on duty for any period in excess of his/her scheduled hours of duty or shift by order of the Chief or his/her designee, EMPLOYEE shall be compensated at the rate of one and one-half times his/her base hourly rate set forth in Article 12 above.

Section 2. In lieu of pay, an EMPLOYEE may elect to receive time off equal to 1.5 times the period of overtime duty provided that:

- (a) The EMPLOYEE shall notify the Chief of the time off that he/she wishes to take no less than 10 days in advance; and
- (b) The Chief or his/her designee authorizes the EMPLOYEE to take the time requested. Such authority shall not be withheld by the Chief or his/her designee unless he/she determines, in his/her sole discretion, that an emergency exists or it would cause additional cost to the EMPLOYER.
- (c) If an EMPLOYEE shall notify the Chief or his/her designee less than 10 days in advance, the Chief or his/her designee shall not withhold his/her authority unreasonably.
- (d) An EMPLOYEE shall not retain more than nine (9) days of compensation time at any one time. All accumulated compensation time must be used within the fiscal year in which it was earned.

Section 3. EMPLOYEES who are required to appear in Court during off-duty hours as a witness for the Commonwealth will be compensated for four (4) hours or for actual time spent in making such appearances, whichever is greater, including travel and waiting time at Court, excluding time for lunch. For the purpose of this Section 3., Court Appearance Duty shall mean the required appearance in Court at the request of the Chief or his/her designee or as a result of any action taken while acting as an EMPLOYEE for the EMPLOYER, either on or off duty. Pay for Court Appearance Duty will be at 1.5 times the EMPLOYEE'S base hourly rate of pay, provided it is outside of regular duty hours.

Section 4. No EMPLOYEE shall be compensated more than once for any period of time in excess of his/her scheduled hours of duty or shift per Section 1. of this Article or for any Court Appearance Duty per Section 3. of this Article.

Section 5. EMPLOYEES called back to work for overtime by the Supervisor shall be paid a minimum of four (4) hours at their overtime rate. This shall not apply to Holdovers.

Section 6. All EMPLOYEES shall be offered and have the first right of refusal to all open shifts in rotation. If all EMPLOYEES have refused a shift, the Chief or his/her designee may fill that shift with a part-time Officer.

Section 7. No EMPLOYEE shall work more than sixteen (16) hours in any twenty-four (24) hour period without prior approval of the Chief or his/her designee. This section shall not apply to emergencies and court appearances.

## **ARTICLE 14 - PROMOTIONS**

Section 1. If a vacancy exists in a position within the bargaining unit and the EMPLOYER elects to fill that position, the position will be posted for a period of ten (10) calendar days. Interested employees shall submit written applications to the Chief by the deadline established in the posting. The posting requirement shall not apply to vacancies reasonably anticipated to be for less than six (6) months. Nothing in this Agreement shall preclude the EMPLOYER from hiring outside the Department or bargaining unit.

The parties recognize that the EMPLOYER shall have the right to select the individual who the EMPLOYER believes to be the best candidate for the position. In making its decision, the EMPLOYER shall consider criteria which may include but not be limited to:

- (a) Written examination
- (b) Oral board
- (c) Professional background and experience
- (d) Seniority, as determined by the provisions of Article 9
- (e) Quality of performance
- (f) Education

The Chief or his/her designee may reasonably determine the requisite experience the EMPLOYEES must possess in order to be eligible to apply for a given promotion.

### Section 2. TEMPORARY PROMOTION

- (a) Any EMPLOYEE specifically assigned by the Chief or his/her designee and approved by the Board of Selectmen to a higher position for one full shift or more shall be paid at Step 1 for the position being filled on a shift to shift basis for the duration of the assignment. An EMPLOYEE shall not suffer a reduction in pay.
- (b) An EMPLOYEE working out of rank for more than one calendar week (seven days) will receive compensation for that rank at not less than 5% over that EMPLOYEE'S regular base pay. An EMPLOYEE working as acting chief may negotiate a higher pay rate with the Board of Selectmen. An EMPLOYEE working out of rank at a lower rank will maintain his/her normal pay rate and suffer no loss in pay.

## ARTICLE 15 - DETAILS

Section 1. Whenever an EMPLOYEE is assigned to a detail described in G.L. Chapter 44, Section 53C, of the Mass. General Laws, the EMPLOYEE will be paid at a rate of one and one-half (1.5) times the EMPLOYEE'S base hourly rate of pay for EMPLOYER funded events as determined by the Board of Selectmen (Excluding Chapter 90 projects).

Section 2. EMPLOYEES who work private details will be paid at a rate of \$45.00 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. After eight hours the rate will be considered overtime at 1.5 times the detail rate.

Effective July 1, 2013, EMPLOYEES who work private details will be paid at a rate of \$47.00 per hour pursuant to the remaining terms of Section 2.

Effective July 1, 2014, EMPLOYEES who work private details will be paid at a rate of \$48.00 per hour pursuant to the remaining terms of Section 2.

EMPLOYEES who work private strike details will be paid at a rate of \$90 per hour for a minimum of four hours pay. After 4 hours there will be a minimum of eight hours pay. After eight hours the rate will be considered overtime at 1.5 times the detail rate.

Section 3. All money earned on such details shall be paid to the EMPLOYEE within fourteen (14) days of receipt of such funds by EMPLOYER from the contractor.

Section 4. Private details shall be offered according to the rotation policy mutually approved by the Chief and UNION.

Section 5. Details shall be filled as soon as possible after the time of the request.

## ARTICLE 16 - HOLIDAYS

The following days shall be considered paid Holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Presidents' Day	Veterans' Day
Patriots' Day	Thanksgiving
Memorial Day	Christmas Day
Independence Day	

And any other day that may be declared a Holiday by the EMPLOYER.

Holiday pay for each EMPLOYEE shall be for eight (8) hours. If a holiday occurs within an EMPLOYEE'S vacation period, it will not be counted as a vacation day.

EMPLOYEES required to work on a holiday shall receive, in addition to the regular holiday pay, an amount equal to one and one half (1.5) times their regular rate of pay for all hours worked, and shall be guaranteed a minimum of four (4) hours pay at such rate. The EMPLOYER has the right to at least four (4) hours of work from EMPLOYEES on that Holiday.

In lieu of holiday pay, an EMPLOYEE may elect to receive one (1) day or eight (8) hours of time off without loss of pay provided that:

- (a) The EMPLOYEE shall notify the Chief in advance of the holiday if he/she elects to take the holiday either as time off or as pay.
- (b) The EMPLOYEE shall notify the Chief of the time off that he/she elects to take off no less than ten (10) days in advance.
- (c) If an EMPLOYEE fails to notify the Chief less than ten (10) days in advance for an unplanned event, the Chief shall not withhold his/her authority unreasonably, provided that there is no additional cost to EMPLOYER.
- (d) The EMPLOYEE will not work overtime eight hours before or after the holiday shift used as a day off.
- (e) This time off shall be taken only after it is earned and before the end of the fiscal year in which it was earned.

### ARTICLE 17 - VACATION

All EMPLOYEES hired after July 1, 2010 shall accrue vacation with pay as follows:

#### ACCRUAL SCHEDULE

Service	Accrual Rate	Vacation
Date of hire to end of fiscal year	6.67 hours per month	
After one (1) year	6.67 hours per month	Ten (10) work days
After five (5) years	10 hours per month	Fifteen (15) work days
After ten (10) years	13.34 hours per month	Twenty (20) work days
After twenty (20) years	16.67 hours per month	Twenty-five (25) work days

~~EMPLOYEES shall be allowed to use vacation in half day increments, subject to the approval of the Chief.~~

EMPLOYEES hired on July 1, 2010 or prior shall accrue vacation with pay pursuant to the Memorandum of Agreement executed between the parties on May 11, 2009.

Vacation time may be used in four-hour increments or as mutually agreed upon with the Chief.

Section 1. 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 accrual schedule 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. Each vacation year begins on July 1. Vacation time earned may be taken within the vacation year it was earned but may be deferred by the EMPLOYEE for a maximum of one year. Payment in lieu of vacation leave is not allowed, except as stipulated in Sections 4 and 5 of this Article.

Section 3. The Chief must pre-approve all vacation schedules. If more EMPLOYEES than can be scheduled at one time request the same days off, request(s) from the more senior EMPLOYEE(S) shall receive priority.

Requests for vacation must be submitted to the Chief not less than fourteen (14) days prior to the start of the planned vacation. If an EMPLOYEE fails to provide such notice, approval for the requested time off may be granted at the discretion of the Chief. Approval for requests without sufficient notice will not be unreasonably withheld.

Requests for single or partial days must be submitted at least one (1) week in advance to permit the Chief adequate time to schedule a replacement for the full or partial shift.

An EMPLOYEE may request, subject to the approval of the Chief, to be advanced vacation days that are expected to be earned during the same fiscal year, but have not yet been accrued. In making such a request, the EMPLOYEE must sign an agreement with Town in which the EMPLOYEE agrees that if the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any vacation days taken, but not yet accrued according to the accrual schedule above shall be deducted from that EMPLOYEE's final paycheck.

Section 4. If an EMPLOYEE is terminated from the department he/she shall be entitled to payment for vacation time accrued.

Section 5. If an EMPLOYEE dies, the vacation benefits to which he/she would have been entitled shall be paid to his/her estate.

Section 6. If an EMPLOYEE is ordered to work by the Chief during an approved vacation period, the EMPLOYER shall give the EMPLOYEE three (3) days vacation time for each day affected. The EMPLOYER shall also repay the EMPLOYEE any vacation expenses directly suffered due to such cancellation of vacation.

## ARTICLE 18 - SICK LEAVE

Section 1. Each full-time EMPLOYEE shall be entitled to one (1) eight (8) hour day of paid sick leave for each ~~five (5) calendar weeks~~ month of continuous service per year to be used for illnesses or injuries or conditions which are not otherwise compensable or other temporary disabilities which necessitate his/her absence from work. Sick leave may be used for personal and immediate family member illness, injury, or other temporary disabilities. Sick leave may be used in four-hour increments or as mutually agreed upon with the Chief.

Section 2. No EMPLOYEE shall accumulate more than one hundred and eighty (180) days sick leave with pay.

Section 3. In absences of more than three (3) consecutive working days, the Chief, at the Chief's sole discretion, may request a doctor's certificate in order for the EMPLOYEE to continue receiving sick leave pay.

Section 4. After an extended medical leave or accident, the Chief, at the Chief's sole discretion, may request a certificate of fitness for duty from a doctor in order to allow the EMPLOYEE to return to work. Extended leave is an absence of more than ten (10) consecutive working days.

Section 5. Unused sick leave cannot be converted to pay or compensation of any kind.

Section 6. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act shall be required to substitute accrued paid sick leave as part of the twelve (12) weeks leave provided under the Act.

Section 7. EMPLOYEES who are entitled to leave under the Family and Medical Leave Act or the Massachusetts Maternity Leave Act because of the birth or adoption of a child shall be required to substitute accrued paid leave as part of the leave provided under the Acts.

#### **ARTICLE 19 - JURY DUTY**

The EMPLOYER agrees to make up the difference in an EMPLOYEE'S regular rate of pay, excluding overtime pay, between a normal work-week's wages and compensation received for Jury Duty, excluding expenses. The EMPLOYEE must provide proof of Jury Duty attendance prior to payment.

#### **ARTICLE 20 - BEREAVEMENT LEAVE**

In the event that the spouse or 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 an EMPLOYEE shall die, the Chief or his/her designee shall grant the EMPLOYEE a leave of absence with pay for a period not to exceed three (3) working days. In the event that the aunt, uncle, brother-in-law or sister-in-law of an EMPLOYEE, or of the EMPLOYEE'S spouse or partner, shall die, the Chief or his/her designee shall grant the EMPLOYEE a leave of absence with pay for a period not to exceed one (1) working day.

For the purposes of this section, the word "partner" shall be as defined in Article III of "Town of Boxborough Personnel Administration Plan."

#### **ARTICLE 21 - MILITARY DUTY**

If an EMPLOYEE, who is a member of an organized unit of the ready reserve of the armed forces, gives written notice to the Chief of the date that he/she wishes to depart for the purpose of military training, he/she shall be entitled to the benefits provided by M.G.L. Chapter 149, Section 52A so long as he/she complies with the terms and conditions set forth therein. Such EMPLOYEES shall be paid the compensation that he/she would otherwise have received during his/her M.G.L. Chapter 149 Section 52A leave, less all monies that he/she received from the military (excluding reimbursement of out-of-pocket expenses) for such training. The EMPLOYER will comply with the Gulf War Veterans' Act.

## **ARTICLE 22 - PERSONAL LEAVE**

Section 1. Full-time EMPLOYEES shall be allowed on July 1st of each fiscal year, as hereinafter provided, three (3) personal days with pay, at his/her straight time rate, to attend to personal matters. Such leave shall be taken with the prior approval of the Chief and such approval shall not be unreasonably withheld.

Section 2. New EMPLOYEES are eligible for one (1) day of paid personal leave for each four (4) months worked. EMPLOYEES are eligible for one (1) day of paid personal leave for each four (4) months worked.

Section 3. EMPLOYEES may accrue no more than three (3) personal days. Personal days may be taken at any time during the fiscal year from July 1<sup>st</sup> to June 30<sup>th</sup>. If the EMPLOYEE resigns or is terminated prior to working the full fiscal year, any personal days taken but not yet accrued according to the formula above shall be deducted from that EMPLOYEE'S final paycheck. If the EMPLOYEE dies prior to working the full fiscal year, personal days used but not yet accrued shall not be deducted from the EMPLOYEE'S final paycheck. Personal days may not be converted to pay or compensation of any kind. Personal ~~days~~leave may not be used in ~~less than half day~~four-hour increments or as mutually agreed upon with the Chief.

## **ARTICLE 23 - UNPAID LEAVE**

EMPLOYEES may be granted unpaid leaves of absence by the Board of Selectmen. EMPLOYEES must request such leave in advance and approval shall not be unreasonably withheld.

## **ARTICLE 24 - BENEFITS**

### INSURANCE

Section 1. Medical Insurance - the EMPLOYER will continue to provide the following plans or their equivalents: an indemnity plan paid at fifty percent (50%) by the EMPLOYER and an HMO plan paid at seventy-five percent (75%) by the EMPLOYER.

Section 2. Group Life, Accidental Death, and Dismemberment Insurance - The EMPLOYER 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 (\$10,000.00) coverage. The amount of coverage shall be a minimum of ten thousand dollars (\$10,000.00).

Section 3. Liability Insurance - The EMPLOYER will continue to provide the Liability Insurance or equivalent that is presently in effect.

Section 4. Disability Insurance - The EMPLOYER will continue to provide the Disability Insurance or equivalent that is presently in effect. The EMPLOYER will continue to pay fifty percent (50%) of the premium for this insurance.

Section 5. Changed Benefits - In the event EMPLOYER changes benefits or terms relating to insurance, in excess of or more advantageous to the EMPLOYEES than those provided in the Agreement, such benefits or terms shall prevail to the extent permitted by law.

Section 6. The EMPLOYER and the UNION acknowledge that the EMPLOYER is a member of the Minuteman Nashoba Health Group (MNHG). The EMPLOYER and the UNION both specifically, consciously and clearly waive any right to bargain over any and all changes made by the MNHG to the plan(s) and benefits offered by the MNHG, as well as the impact of those changes.

## **ARTICLE 25 - SPECIAL ALLOWANCES**

Section 1. Stand by duty.

An EMPLOYEE will not be required to work stand-by duty.

Section 2. Mileage Expense.

An EMPLOYEE who is requested and authorized by the Chief to use his/her personal vehicle in the performance of his/her duties shall be reimbursed for said use at the IRS rate that is current at the time the vehicle is being used.

Section 3. Uniform Allowance.

The annual clothing allowance shall be \$950 for each EMPLOYEE. ~~Effective July 1, 2010, the~~The EMPLOYER shall also pay for the cleaning of uniforms for each EMPLOYEE in an amount not to exceed \$500 per officer. Use of cleaning allowance for purchase of clothing and equipment may be allowed at the discretion of the Police Chief. Clothing and equipment for which the EMPLOYER has paid or for which the EMPLOYER has reimbursed the EMPLOYEE shall be delivered to the Chief or his/her designee when the EMPLOYEE leaves the EMPLOYER'S employ.

## **ARTICLE 26 - FITNESS**

Section 1. Each EMPLOYEE shall maintain his/her physical condition such that the EMPLOYEE can perform the duties required of a Boxborough EMPLOYEE. As such, each EMPLOYEE shall be examined annually by a physician selected and compensated by the EMPLOYER. The UNION will first

utilize their respective health insurance policies to cover the costs of the physicals. The EMPLOYER will reimburse each EMPLOYEE for any "co-payments" required by the insurance company for the physical. If such physical is not covered through the EMPLOYEE'S insurance policy, the EMPLOYER will pay the full cost. Such examination shall take place as nearly as is practicable to the anniversary date of each EMPLOYEE'S employment. The doctor shall be asked to make his/her written determination of the fitness of the examined EMPLOYEE to perform the duties required of AN EMPLOYEE. The doctor's report to the EMPLOYER shall indicate not the results but that blood pressure, body fat and both types of cholesterol tests were performed on the EMPLOYEE. This report will be utilized by the doctor for determining if the EMPLOYEE is fit to perform his/her duties. If an examination must be scheduled for a time when the EMPLOYEE is not on duty, the EMPLOYEE will be compensated at his/her overtime rate of time plus one half.

Section 2. Within 120 days of the signing of this agreement, the Chief or his/her designee and the bargaining unit shall set an agenda for the implementation of a physical fitness testing program, including appropriate weight level requirements and a minimum standard of physical performance. All agreements pursuant to this section shall be bilateral between the Chief or his/her designee and the UNION. Implementation of a physical fitness testing program shall not take place prior to the first anniversary of the signing of this agreement. EMPLOYEES as defined in Article 1 of this agreement shall be deemed as having a permanent exemption from this testing program, provided that they were appointed prior to December 19, 1994. Nothing in this agreement shall preclude any incumbent EMPLOYEE as defined above from participating in the physical fitness testing program. Incumbent EMPLOYEES as defined above who do participate in fitness testing shall be entitled to the same incentive as other EMPLOYEES upon passing the test. Any incumbent EMPLOYEE as defined above who does not pass the test shall not be entitled to the incentive, nor shall he/she be discharged, demoted or disciplined in any way. For EMPLOYEES hired subsequent to December 19, 1994, passing the fitness test shall be a condition of employment, pending a satisfactory bilateral agreement with regard to re-testing and appeals and subject to the grievance procedure. When the Chief or his/her designee and the bargaining unit have agreed on physical fitness testing standards, the Chief or his/her designee and the Board of Selectmen will review the equipment and training needs of the department to enable EMPLOYEES to maintain fitness and meet the testing requirements.

Section 3. Any full-time permanent EMPLOYEES who passed the test shall receive an annual bonus of \$189.00 which shall not be deemed to be part of the base wage. The bonus shall be paid with the next pay period immediately following the testing.

Section 4. The EMPLOYER will pay for Hepatitis "B" shots for each EMPLOYEE, including probationary EMPLOYEES. The UNION will first utilize their respective health insurance policies to cover the costs of the shots. The EMPLOYER will reimburse each EMPLOYEE for any "co-payments" required by the insurance company for the Hepatitis "B" shots. If such shots are not covered through the EMPLOYEE'S insurance policy, the EMPLOYER will pay the full cost.

## **ARTICLE 27 - GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as any dispute between an EMPLOYEE and the EMPLOYER concerning the meaning, interpretation, or application of an express and specific provision of this Agreement.

Section 2. The following is the grievance procedure:

**Informal Step:** The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance with the Chief, informally, within fourteen (14) calendar days of its occurrence. The Chief shall attempt to adjust the grievance after an informal meeting.

**Step 1:** The Local president, with or without the aggrieved EMPLOYEE, shall take up the grievance in writing with the Police Chief. "In writing" shall mean that the grievance shall be detailed, including date of occurrence and remedy sought on a cover sheet in the form of the COMPLAINT/GRIEVANCE FORM (per Attachment A). The form shall be generated within fourteen (14) calendar days from the date of the informal meeting required by the Informal Step, hand delivered between the parties and signed and dated by each of the parties at each step of the process

The time clock for moving the grievance forward shall be started only upon personal receipt of documents by the Chief. The Chief 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 the receipt by the Chief.

**Step 2:** If the grievance still remains unsettled, it shall be presented to the Board of Selectmen in writing within fourteen (14) calendar days of the Chief's answer in Step 1. The Board of Selectmen 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 thirty (30) calendar days from the date of the hearing.

**Step 3:** In the event that the grievance remains unresolved after the first two steps of the grievance procedure, either party may, within thirty (30) calendar days of the reply of the Board of Selectmen, by written notice to the other party, refer the matter to arbitration. The arbitration proceeding shall be conducted according to the rules and regulations of the American Arbitration Association. The American Arbitration Association will be the arbitrator unless another is chosen by mutual agreement.

The Arbitrator shall be requested to issue a decision within thirty (30) days after conclusion of testimony and argument. The decision of the Arbitrator shall be final and binding on the parties.

The decision rendered by any arbitrator shall be confined to the scope of this agreement and shall not infringe upon any right vested to the EMPLOYER by statutory authority.

Administrative fees charged by the Arbitrator and the cost of the expenses for the Arbitrator's services and the proceedings, if any, shall be borne equally by the EMPLOYER and the UNION.

If either party desires a verbatim record of proceedings, it may cause such a record to be made. All transcripts will be made available to the Arbitrator at no cost to the other party. If both parties desire a verbatim record of the proceedings, all associated costs will be shared.

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

## **ARTICLE 28 - UNION DUES AND AGENCY SERVICE FEE**

Section 1. EMPLOYEES shall tender the initiation fee (if any) and membership dues by signing the authorization of dues form in Attachment B. During the life of this agreement and in accordance with the terms of the authorization form, the EMPLOYER agrees to deduct UNION membership dues levied in accordance with the Constitution of the UNION from the pay of each EMPLOYEE who executes or has executed such form. Dues are deducted weekly for four (4) weeks per month. The EMPLOYER Treasurer shall remit the aggregate amount to the Treasurer of the UNION along with a list of EMPLOYEES who have had said dues deducted. Such remittance shall be made monthly.

Section 2. The EMPLOYER shall require, as a condition of employment, the payment of an agency service fee up to the amount of UNION dues by any EMPLOYEE who is not a member of the UNION. The agency service fee for any EMPLOYEE who is not a member of the UNION shall begin after the thirtieth (30<sup>th</sup>) day following the commencement of his/her employment or the effective date of this agreement, whichever is later. The EMPLOYER agrees that, upon appropriate written authorization executed by such EMPLOYEE, it will deduct the agency fee once each week, for four (4) weeks per month, from the pay of the EMPLOYEE. The EMPLOYER will remit the monthly aggregate amount of such deductions to the same EMPLOYEE of the UNION as is designated in Section 1 of this Article. Any such authorization for the deduction of an agency fee may be withdrawn by the EMPLOYEE by giving not less than sixty (60) days written notice to the EMPLOYER and by filing a copy thereof with the UNION.

The UNION shall indemnify and save harmless the EMPLOYER and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action that shall be taken by the EMPLOYER for the purposes of complying with the provisions of this Article.

**ARTICLE 29 - DURATION OF AGREEMENT**

The provisions of this Agreement will become effective July 1, ~~2009~~2012 and will continue in full force and effect through June 30, ~~2012~~2015, or until a Successor Agreement is reached. Should either or both parties desire to negotiate a new Agreement for succeeding years, such party or parties shall by November 1, ~~2011~~2014, give notice in writing to the other party by certified or registered mail.

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the EMPLOYEES duly authorized to do so by MCOP Local 200.

**SIGNATURES:**

In witness whereof, the EMPLOYER has caused this Agreement to be executed and the UNION has executed this Agreement by the EMPLOYEES duly authorized to do so by Local 200, Massachusetts Coalition of Police.

Signed, this \_\_\_ day of May, 2014:

**For the EMPLOYER:**

**For the UNION:**

\_\_\_\_\_  
Vincent M. Amoroso, Chairman

\_\_\_\_\_  
Jeffrey C. Landgren, President

\_\_\_\_\_  
Robert T. Stemple, Clerk

\_\_\_\_\_  
Patrick S. Colburn, Vice President

\_\_\_\_\_  
Leslie R. Fox

\_\_\_\_\_  
Robert R. Romilly, Jr., Secretary

\_\_\_\_\_  
James J. Gorman

**ATTACHMENT A - COMPLAINT/GRIEVANCE FORM**

**Town of Boxborough  
Complaint/Grievance Form**

**Statement of Grievance (including date of occurrence):**

**Article & Section reference from Contract:**

**Statement of Remedial Action Sought**

**Supporting Evidence (list of enclosures):**

**Submitted by:**

\_\_\_\_\_  
Signature of Aggrieved

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Date

<b>Step</b>	<b>Procedural Recipient</b>	<b>Procedural Date to Move Forward</b>	<b>Aggrieved's Signature</b>	<b>Date/Time Submitted</b>	<b>Recipient's Signature</b>	<b>Date/Time Received</b>
<b>Informal</b>	<b>Police Chief</b>	<b>(14 cal. days)</b>				
<b>Step 1</b>	<b>Police Chief</b>	<b>(14 cal. days)</b>				
<b>Step 2</b>	<b>BOS</b>	<b>(14 cal. days)</b>				
<b>Step 2b</b>	<b>BoS ruling</b>	<b>(30 cal. days)</b>				

AUTHORIZATION FOR PAYROLL DEDUCTION

**BY**

---

Last Name                      First Name      Middle Name

**TO**

TOWN OF BOXBOROUGH  
Employer

**EFFECTIVE**

**Date**

I hereby request and authorize you to deduct from my earnings the UNION membership initiation fee, assessments, and weekly for four (4) weeks per month, an amount established by the UNION as dues. The amount deducted shall be paid to the Treasurer of the UNION monthly.

This authorization shall be irrevocable for the period of one year from the date hereof or until the termination of this agreement (whichever occurs first) and shall be automatically renewed and irrevocable for successive similar periods of one year, unless written order of revocation is given by me to you and to the UNION ten (10) days prior to the expiration for the anniversary of the signing of this card or the termination of this agreement (whichever occurs first).

# HRS

**HUMAN RESOURCES SERVICES, INC.**

*Management Consultants to Local Government*

*Nine Bartlet Street, Suite 186  
Andover, Massachusetts 01810*

**Town of Boxborough, Massachusetts**

**COMPENSATION, CLASSIFICATION, AND  
BENEFITS STUDY FOR TOWN-WIDE POSITIONS**

**Non-Union Positions**

**FINAL REPORT**

**December 9, 2013**

## **HRS CONSULTANT TEAM**

**Aleksandra E. Stapczynski**  
Project Manager and Principal Consultant

**Anthony Torrisi**  
Management Consultant

The project team conducted the following analytical activities:

- The consultants met with town officials at the onset of the study to determine the parameters of the project and expected outcomes of the study. Orientation sessions were provided. The Town provided HRS with necessary documents for Boxborough, compensation plans, town warrant, job descriptions, and other related information. The consultants were given very specific directives.
- The project team collected salary and benefits and other information from each of the comparable communities; these were used as the basis for this analysis and are provided as attachments to this report.
- The project team also reviewed initial findings and issues with the management of the Town and the Personnel Board. Final draft report and draft job descriptions were submitted for review.

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### Separate Documents Submitted:

Job Descriptions (for certain positions only)

HRS Rating Manual and Ratings

Position Analysis Questionnaire

### ATTACHMENTS:

PROPOSED TOWN COMPENSATION PLAN

PROPOSED TOWN CLASSIFICATION PLAN

COMPARATIVE MARKET ANALYSIS DATA

### DISCLAIMER

Although every effort has been made to ensure the accuracy and completeness of this report, Human Resources Services, Inc. cannot be responsible for any errors of positions, salaries, and wages of other organizations; positions and salaries are always changing. Nor can we be responsible for the changes in any laws or regulations that may affect the positions studied.

# TOWN OF BOXBOROUGH, MASSACHUSETTS COMPENSATION, CLASSIFICATION, AND BENEFITS STUDY

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## I. Introduction

### A. Scope of Services

The Town of Boxborough, Massachusetts retained Human Resources Services, Inc. to conduct a comprehensive compensation, classification, and benefits study of its non-union positions, excluding schools. This study was commissioned to re-examine the market pay rates for each position included in the study. In general, the study involved classifying positions according to a uniform point analysis standard, surveying the market of comparable municipalities to determine rates of compensation and benefits offered, developing new job descriptions as needed, and developing and recommending a new compensation and classification plan and system applicable for all town-wide non-union positions.

A position classification and compensation plan is an essential and vital component of a comprehensive municipal personnel system. Its validity is critical to the effectiveness of municipal personnel policies, to employee morale, and ultimately, to the delivery of municipal services. The plan represents a systematic, formalized procedure for developing equitable job groupings and equitable compensation levels for all non-union positions. The plan is based upon the underlying assumption that individuals should receive “equal pay for equal work.”

However, implementation of a position classification and compensation plan should not be viewed as the final step in achieving job equity. The plan must be reviewed on a regular basis to ensure that decisions regarding position requirements

and compensation accurately reflect the municipality's current service needs while continuing to maintain the integrity and relevance of the plan.

Human Resources Services, Inc. has reviewed the current job duties and compensation levels for all non-union positions in the Town of Boxborough, MA. The plan furnished in this report has been developed through an objective evaluation of position content and a systematic comparison of job value within the organization. Job descriptions were provided by the Town and updated only as necessary; in general the Town has maintained up-to-date job descriptions. The job descriptions of the Town accurately reflect actual job content and are used as tools in decisions involving pay, recruitment, promotion, and evaluations.

For maximum effectiveness, the relationship between consultant and client must be a cooperative effort. While Human Resources Services, Inc. assumes responsibility for all final recommendations, client input has been actively sought, carefully weighed and incorporated into the report whenever possible.

#### B. Study Process

This project included the following steps:

- *Organizational Meetings* with Personnel Board and Town Administrator to discuss the goals and objectives of the study.
- *Orientation Meeting* with Personnel Board and Town Administrator to explain project activities, objectives and methodology. This meeting also gave the Board an opportunity to meet with an HRS consultant and ask questions.

- A thorough *Job Analysis Process* which involved reviewing current position descriptions and updating only where necessary.
- A thorough *Job Evaluation Process*. Position rating and ranking utilizing HRS' rating manual.
- Development of a *Classification Plan*. Position assignment to grades based on a system of objective evaluation.
- Thorough *Market Analysis* using seventeen comparable municipalities jointly selected by town officials and HRS.
- Establishment of *Compensation Schedule* using comparative wage data as a guide.
- Several *Project Meetings* with the Personnel Board and Town Administrator to discuss pay policies, pay strategy, and review draft work products (i.e. classification plan, salary schedule, comparative data, estimated cost implementations and other related materials).
- Preparation of minimum estimated *Implementation Costs*.
- Provision of guidelines for updating and maintaining the plan.
- Final preparation of *Report* to the Town with explanation of recommendations and methodology.

- Final *Presentations* to Town officials to explain findings, recommendations, and methodology.

The following documents have been prepared for the Town of Boxborough:

- Proposed Position Titles
- Proposed Classification Plan
- Proposed Compensation Plan
- Market Data Analysis
- Position Analysis Question (PAQ)
- Updated Job Descriptions for limited positions
- Evaluation Materials and Documents
- HRS' Position Rating Manual

## II. Project Report

### A. Details of the Methodology

In Boxborough, the evaluation of job descriptions, position classification, and compensation levels was undertaken for all non-union positions. Position descriptions were reviewed throughout the duration of the study and utilized as tools for classifying positions on the classification plan.

Throughout this process position rating was done by the consultant team using the HRS Municipal Position Classification and Rating Manual. A copy of this manual is provided to the Town as a separate document. Initial rankings of positions were discussed with Town officials. The process of the job rating is based solely on the duties and responsibilities of the position and has no relationship to the abilities, performance or longevity of the employee currently holding the job.

At the same time, salary/wage/benefits data from communities comparable to Boxborough was gathered and analyzed for as many positions as possible. The consultant team worked in conjunction with the Personnel Board and Town Administrator to determine a list of comparable communities to survey. A special effort was made to include many communities (17) since they draw from the same labor pool. Additionally, effort was made to ensure that there were enough communities with similar forms of government, i.e. communities with Boards of Selectmen and Town Administrators. The final list of communities selected and the related profile data is listed in the chart below on the next page. The sources for the profile data included the Massachusetts Municipal Association and the Department of Revenue, as well as the U.S. Bureau of Labor/Statistics. All of the communities selected are within a 60 miles radius of Boxborough.

B. Selecting the Comparable Communities

Mass. Town/City	EQV/Per Capita (2012)	Population (2010)	Income Per Capita (2009)	Operating Budget (rounded) (2010)	Average Tax Bill (2011)	Form of Government (MMA)
Bolton	\$193,850	4,897	\$54,873	\$19M	\$9,021	TA/Selectmen
Boxford	\$214,101	7,965	\$67,807	\$27M	\$8,021	TA/Selectmen
Carlisle	\$273,302	4,852	\$81,899	\$25M	\$11,900	TA/Selectmen
Essex	\$227,935	3,504	\$41,598	\$15M	\$7,060	TA/Selectmen
Groton	\$148,814	10,646	\$58,145	\$32M	\$6,418	TA/Selectmen
Hamilton	\$174,330	7,764	\$49,775	\$27M	\$7,988	TM/Selectmen
Harvard	\$170,797	6,520	\$50,237	\$22M	\$8,862	TA/Selectmen
Littleton	\$177,133	8,924	\$38,279	\$36M	\$5,960	TA/Selectmen
Merrimac	\$109,905	6,338	\$29,481	\$14M	\$4,770	Selectmen
Middleton	\$183,792	8,987	\$35,529	\$25M	\$6,167	TA/Selectmen
Sherborn	\$296,796	4,119	\$121,366	\$23M	\$13,534	TA/Selectmen
Southboro	\$224,790	9,767	\$80,249	\$46M	\$8,334	TA/Selectmen
Stow	\$186,289	6,590	\$49,095	\$25M	\$7,682	TA/Selectmen
Topsfield	\$198,458	6,085	\$53,768	\$23M	\$7,842	TA/Selectmen
Upton	\$141,945	7,542	\$37,629	\$17M	\$5,630	TM/Selectmen
Wenham	\$145,104	4,875	\$66,868	\$16M	\$9,482	TA/Selectmen
W.Newbury	\$179,792	4,235	\$48,788	\$13M	\$6,742	TA/Selectmen
<b>Average</b>	<b>\$191,008</b>	<b>6,683</b>	<b>\$56,787</b>	<b>\$24M</b>	<b>\$7,965</b>	
Boxborough	\$202,928	4,996	\$50,181	\$20M	\$9,080	TA/Selectmen

### III. Classifying and Compensating Positions

#### A. The Classification Plan

It is important to consider the objectives of (1) **Job Analysis** and (2) **Job Evaluation** when reviewing the proposed classification plan. Building the classification plan involved both job analysis and job evaluation.

Of critical importance in the process of reviewing jobs are the inherent job factors and the particular skills or quality of work required of the position. A thorough **Job Analysis** produces, in general, five kinds of basic information to aid in this process:

1. information about the *nature of the work* (e.g., essential functions and purpose/objective of the position)
2. the *level of the work* (e.g., degree of complexity and accountability)
3. *job requirements* (e.g., the knowledge, skills, abilities and other special requirements/characteristics needed to perform the job)
4. *job qualifications* (e.g., minimum education, training and experience needed to qualify)
5. *working conditions* (e.g., the psychological, emotional and physical demands placed on employees by the work environment).

As stated earlier, information about each position studied was obtained through the Town's current job descriptions. The Town was supplied with HRS' position analysis questionnaires for any additional positions to be added to the plan in the future. The PAQ assists employees in describing their positions in detail. Instructions have also been provided to the Town of Boxborough.

**Job Evaluation** is a process that establishes the relative value of jobs within an organization. There may be several reasons for carrying out this process; the main ones are: (1) to establish the correct rank order or groupings of jobs, (2) to establish the relative distance between jobs within the ranking, (3) to provide an objective measurement of job size for comparison with other jobs and enable salary comparisons to be made.

Job evaluation is the process whereby positions are analyzed, measured and compared against a common set of criteria in a systematic and objective manner. Job evaluation does not produce a rate of pay. Rather, it produces a ranking of jobs in terms of "job content" around which a salary structure can be established. Similarly, the evaluation process does not measure an individual's performance. The evaluation looks at the job, not the job holder; it assumes that the job is being performed to a fully acceptable standard and that all the identified requirements of a job are being met.

Using HRS' point-factor evaluation system, positions were rated by two consultants and then ranked and assigned a grade. Fourteen rating factors were used to rate all of the positions. These factors, detailed below, measured the requirements of each position.

***PHYSICAL ENVIRONMENT***

This factor measures the totality of the surroundings and/or circumstances under which the job must be performed, the degree of difficulty which this imposes, and their representative or exceptional nature.

***BASIC KNOWLEDGE, TRAINING AND EDUCATION***

This factor measures the basic knowledge or “scholastic content” however it may have been acquired, essential as background or training to perform the job.

***PROBLEM SOLVING SKILLS AND EFFORT***

This factor measures the type and range of problem solving which the position consistently requires.

***PHYSICAL SKILLS AND EFFORT***

This factor measures the degree of physical effort or exertion required in the performance of essential work functions under regular conditions.

***EXPERIENCE***

Experience measures the length of time usually or typically required for the position, with the specified “basic knowledge, training and education,” to perform the essential work functions effectively under normal supervision.

***INTERACTIONS WITH OTHERS/CUSTOMER SERVICE***

This factor measures the relative level of human interaction and the responsibility which goes with the job for meeting, dealing with, and influencing other persons.

***CONFIDENTIALITY***

This factor measures the discretion and integrity required by those positions which have access to privileged information handled or obtained in the normal performance of duties.

***OCCUPATIONAL RISKS***

This factor measures the relative degree of exposure to hazards which might cause injury on the job.

***COMPLEXITY***

This factor considers how difficult it is to perform the essential functions of the job. Jobs are made more difficult by the range and diversity of the assignment of duties, various uses of information technology, the specificity and relevance of guidelines for performing the work, and the nature or thinking challenge required to accomplish the work.

***SUPERVISION RECEIVED***

This factor evaluates the nature of the instructions, direction, control and/or monitoring which a position receives.

***SUPERVISION GIVEN***

In rating supervision given, a number of factors are considered: (1) type of supervision; (2) accountability; (3) responsibility for personnel actions; (4) budget development and control of subordinates.

***SUPERVISION SCOPE***

This factor is used to evaluate the extent, breadth and depth of direction, monitoring and review given.

***JUDGMENT AND INITIATIVE***

This factor measures the degree of independent action required by the position and the extent to which duties are dictated by standard practice or the exercise of judgement.

***ACCOUNTABILITY***

In every position there inherently exists the possibility of error, whether through omission, commission, or direction. In rating this factor, the following is considered: the likelihood of errors; the possibility of error detection; and the probable effect of errors based on the degree to which the work is checked, either by the procedures themselves, by supervision, or by succeeding operations.

As mentioned previously, job rating is not synonymous with performance evaluation. The position, not the incumbent, is evaluated, assigned points and a grade derived. The process described in the HRS Rating Manual, submitted as a separate report, increases the uniformity and objectivity in the application of judgments about positions and the groupings of positions. This process can be used to update the proposed classification plan, to determine how to place new positions on the plan, and to re-grade a current position with adjusted duties to a different grade. Samples of the *Position Rating Summary Sheet* are included in the Manual along with the *Points Assigned to Factor Degrees*. A custom *Grade Determination and Conversion Scale* was developed for Boxborough.

**B. Market Survey and Developing the Compensation Plan**

Human Resources Services, Inc. conducted a thorough salary survey and market analysis to determine the market competitiveness for positions included in this study. To measure the pay rates among competitors for these positions, HRS distributed custom survey documents to comparable communities, as identified earlier in the report.

All of the comparative data is FY-14 information and is detailed on the attached pages. For each position analyzed, data points were collected from the labor market. The data points indicate the amount of salary information for each position surveyed. In some instances: (1) the Town did not have a comparable position; or (2) the consultants determined that the position was not comparable to the position in Boxborough. HRS used professional discretionary judgment when comparing positions to the comparable data. If there were less than two data points of salary information for a position, HRS placed more emphasis on the position rating when placing the position on the compensation/classification plan. While this market analysis and information provide the Town with benchmark salary data to set the parameters for compensation decisions, the client must also consider the “uniqueness” of certain positions in the organization as well as the Town’s ability to pay. The following are the analysis definitions for the data collected and presented in the attached charts.

- All comparative market data collected is FY-14 salary and wage information. Most of the data was collected during the month of September 2013. If FY-14 data was not yet determined, the most current salary information available from the community was included for this analysis.
- Certain salary/wage data collected has been pro-rated to hourly for comparative purposes only. Certain salary/wage data collected has been annualized for comparative purposes only.
- For each position analyzed, data points are collected from the labor market. The **Data Points** indicate the amount of salary information for each position surveyed; in other words, the number of municipalities that reported data for a particular position.
- In each cell, the top number indicates the minimum salary the community pays and the bottom number indicates the maximum salary the community pays.
- The **Average** is the sum of survey readings divided by the number of municipalities reporting. The **Average** shows the average minimum salary

among the comparables over the average maximum salary/wage among the comparables.

- The **Range** shows the lowest minimum salary among the comparable communities and highest maximum salary among the comparables.
- In an array of survey readings, sorted from low to high, this is the reading that is at the mid-point or middle of the data indicating that 50% of survey participants pay at or below this salary rate. The **Median** shows the midpoint of the minimum salary among the comparable communities and the midpoint of the maximum salary among the comparable communities.
- The **75% Percentile** shows the 75<sup>th</sup> percentile of minimum and 75<sup>th</sup> percentile of maximum. The percentile rank looks at the array of data points and gives each data point a percentile rank, where the lowest data point is 0% and the highest data point is 100%. In an array of survey readings, sorted from low to high, this indicates that 75% of the surveyed market pays at or below this salary rate.
- The **90% Percentile** shows the 90<sup>th</sup> percentile of minimum and 90<sup>th</sup> percentile of maximum. The percentile rank looks at the array of data points and gives each data point a percentile rank, where the lowest data point is 0% and the highest data point is 100%. In an array of survey readings, sorted from low to high, this indicates that 90% of the surveyed market pays at or below this salary rate.
- In some instances: (1) the community/organization did not have a comparable position; (2) the consultants determined that the position was not comparable; or (3) the information was not made available to the consultants.

C. Description of Compensation and Classification Plan

Setting the rates of pay for jobs on the position hierarchy results in what is called a “pay structure”. When reviewing or developing pay rates, a number of major policy decisions will need to be made. How should the Town pay level relate to the market? For what does the Town want to pay? (e.g. job content, seniority, performance, cost of living, etc.) How does the Town currently pay its employees? The resulting compensation plan should reflect the Town’s pay policies, the market place, internal job values, and the financial ability of the Town to pay at a given level.

The proposed compensation and classification plan is presented on the attached pages. Pay ranges were set for groups of positions which the consultants determined should be paid equally. There are 16 grades on the compensation plan. The total increase from minimum to maximum within each grade is *approximately 22 percent*. There is 2.5% between each step. Comparative data was considered to set the grade parameters, while the classification process controlled the internal assignment of positions to progressive compensation levels. HRS has developed a new step-system for the Town, which has 9 steps. The market average was used as a guide to develop the pay plan. Should the Town decide to implement the traditional steps utilized by many similar municipal organizations, it can also be tied to a performance system. The salary schedule shows the hourly, weekly, and annual rates for employees.

This is a base salary plan and does not include compensation for longevity, special pay, benefits, or other compensation. It is up to the Town to determine its ability to pay with regards to implementation of this proposed compensation plan. At

a minimum, those employees falling below the grade range should be brought into the entry level of the grade ranges within one year. Doing this will result in an incremental total increase in compensation to this group as a whole. Recognizing that the study did not take into consideration performance, longevity, or special abilities/talents of employees, Town officials may determine that it is necessary to make further adjustments when placing employees within the proposed pay ranges.

The consultants discussed the proposed classification and compensation plans with the Personnel Board and Town Administrator. The suggestions and comments received were given careful consideration and the preliminary recommendations were given a second review in light of the Town officials' response. However, the basic integrity of the plan was not allowed to be compromised by subjective evaluation.

## IV. Implementation and Other Recommendations

The following sections are intended to assist and guide the Town in implementing the proposed classification and compensation plan. Successful implementation will require a concerted effort by the Town officials and employees to make equitable judgments in a consistent and objective manner.

### 1. Initial Placements for Current Employees

The placement of two or more positions on a certain grade represents a judgment that those positions should be compensated comparably within the range provided. The range is like a scale providing the Town with the opportunity to make distinctions between employees (not positions) based upon established criteria, applied consistently. These criteria might include job performance, special abilities, experience, longevity, and/or any other factors determined by the Town.

For initial placement of incumbents within the plan, the Town should assign employees to be placed on the step closest to, but just above, what they currently earn in order to not reduce the pay of any current employee. The Town also should realize that this minimum approach may not recognize certain distinguishing factors among employees.

### 2. Salaries Below Pay Range (Green Circle)

If the salary of an employee is below the minimum of the grade range at the time of implementation, every effort should be made to bring it into the range. In cases where this increase would result in an excessive increase, it would be more practical to raise the salary in steps over a period of two fiscal years.

### 3. Salaries Above Pay Range (Red Circle)

To maintain morale and a sense of fairness, HRS recommends the Town not reduce the compensation level of any current employee. If an employee's current salary falls above the maximum of the recommended grade range, the Town should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the Town. This is called "red-circling" a position. The employee would not receive any additional step increases; however, the employee would continue to receive a COLA, when all the other employees do. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

### 4. Classification vs. Market-Based Systems

The most common method for valuing jobs and placing them within a grading structure is a market-driven approach. However, today many towns are becoming concerned about the internal equity of positions and are looking at classification systems to assist in correcting this problem of "internal pay equity."

### 5. Vacancies

Whenever a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position.

#### 6. Update and Maintain the Classification and Compensation Plan

The Town should maintain and update the classification and compensation plan. This would include the following tasks:

- Conduct regular position reviews to assure positions have current functional job descriptions that are based on job content.
- Conduct job analysis of new positions to assure these positions are properly assigned to a grade.
- Review positions to ensure internal equity in relationship to other Town classifications.
- Conduct periodic salary surveys to ensure market competitiveness.

#### 7. Treasurer/Collector Position

HRS recommends that the positions of Town Treasurer and Tax Collector be combined. Many communities are moving in this direction. Combining the two positions would likely save the town money, provide for efficiencies in operations, and with the technology advancements that have emerged in these departments, would make for a natural coalescing of essential functions and reporting requirements on a daily basis. A proposed job description detailing the position purpose, supervisory responsibilities, essential functions, and knowledge, abilities and skills has been developed for the Town.

#### 8. Schedule B Positions added to Grade Classification System

HRS recommends that the Town include all Schedule B positions on the new Grade Classification Plan so all employees/positions are properly graded and classified with regard to a town-wide classification and compensation plan in accordance with the Town's personnel bylaw. We understand that

Boxborough, like other small towns, had a tradition of not including the Schedule B intermittent/stipend/call positions on the grading classification system; therefore, this would be a policy change that would need approval by the Personnel Board and the Board of Selectmen. By virtue of the number of positions on this list, it is recommended that they be included on the classification plan for internal equity purposes; however, they would not receive step increases. HRS further recommends that the pay for the following positions remain the same, Field Driver, Fence Viewer, Registrar, Registrar Chairperson, and Animal Inspector because these positions receive very minor fees and/or stipends and work extremely limited hours per year for the town. The Wiring Inspector and the Plumbing and Gas Inspector should not be included because they receive fees.

## V. Conclusion

Overall, we found that most positions studied were at or below the market's average. This may be due to the fact that the pay plan has not been updated for many years. There are a few where the Town's pay was actually beyond the maximum range of the market; however, most fell within the ranges provided. The cost to implement the study is approximately \$29,000. Based on FY-14 budgeted salaries of \$1,699,157 for non-union, Schedule B employees, this represents an overall increase of roughly 1.71%.

Our study results indicate that for the Town of Boxborough to maintain a competitive edge, at a minimum, compensation levels should be brought up to the average. Salary adjustments need to be made to these positions as soon as possible in order to maintain a fair and professional pay plan that assists with both retention and recruitment efforts. We recommend a swift one year-implementation plan. As employees separate from the Town, these positions may be difficult to fill at the current pay ranges.

HRS received sufficient and extensive data for this analysis and is confident in the market results. At a minimum, the *salary range* (from minimum to maximum) standard is generally somewhere between 22% - 25% in order to allow some job growth for all positions without making it excessively expensive for the Town. The proposed pay plan attached to this report recommends a pay range that is *approximately 22%*. The pay ranges have been reduced thereby making the new plan more in line with the average market. For example, the step increases have been reduced from 3.5% to 2.5%, and the total pay ranges for each grade have been narrowed significantly, from approximately 25% down to 22%.

Should the Town decide to implement this step plan, it would be consistent with compensation administration plans used by many municipalities and government agencies in Massachusetts and New England. Whatever the negotiated percentage is between steps (typically 2% - 3.5%), it should be consistent throughout the grade range. The market data should dictate the parameters of the salary ranges. The average COLA for FY-14 has been approximately 2.5%.

Human Resources Services, Inc. has provided the Town with the methodology, guidelines and tools to maintain the compensation and classification plan. Used together, job evaluation and salary surveys equip the Town with the information needed to maintain a sound and consistent pay structure. Thus, the employees are assured of being compensated on an equitable basis compared with their internal colleagues in the organization, and are assured that their compensation is on par with external competitors too. While both job evaluation and salary surveys attempt to achieve consistency in the wage structure, they use different criteria to evaluate consistency (i.e. internal vs. external comparison). This methodology works at striking a balance between internal and external pay equity.

Please review the attached key documents to this report.

## Proposed Classification Plan

GRADE	POSITIONS	Schedule
1	Counselor Library Page	Intermittent/Per Diem Non-Union
2	Election Workers	Intermittent/Per Diem
3	Chief of Elections Laborer- Cemetery	Intermittent/Per Diem Non-Union
4	Lead Counselor	Intermittent/Per Diem
5	Van Driver	Intermittent/Per Diem
6	Lock Up Attendant Seasonal Maintenance Workers	Intermittent/Per Diem Intermittent/Per Diem
7	Part Time Dispatcher	Non-Union
8	Gym Director Summer Recreation Director Van Dispatcher Winter Recreation Director	Intermittent/Per Diem Intermittent/Per Diem Non-Union Intermittent/Per Diem
9	Call Firefighter/EMT Library Assistant Special Police Officer Substitute Librarian	Intermittent/Per Diem Non-Union Intermittent/Per Diem Intermittent/Per Diem
10	Buildings/Grounds Maintenance Wrk. Call Fire Lieutenant DPW Semi-Skilled Senior Library Assistant Snow Plow Operator Transfer Station Operator	Non-Union Intermittent/Per Diem Non-Union Non-Union Intermittent/Per Diem Non-Union
11	Animal Control Officer/Dog Officer Call Fire Captain Department Assistant DPW Worker IT Support Technician Veterans Services Officer	Intermittent/Per Diem Intermittent/Per Diem Non-Union Non-Union Non-Union Intermittent/Per Diem

GRADE	POSITIONS	Schedule
12	Call Deputy Fire Chief Cemetery Supervisor Conservation Agent Technical Services Librarian Youth Services Librarian	Intermittent/Per Diem Non-Union Non-Union Non-Union Non-Union
13	Council on Aging Coordinator Foreman	Non-Union Non-Union
14	Tax Collector (Elected) Town Clerk ( Elected)	Non-Union Non-Union
15	Inspector of Buildings Information Systems Coordinator Town Accountant Town Assessor Town Planner Town Treasurer	Non-Union Non-Union Non-Union Non-Union Non-Union Non-Union
16	No Positions	

## BOXBOROUGH NON-UNION SALARY SCHEDULE

GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
1	Hourly	8.00	8.20	8.41	8.62	8.84	9.06	9.29	9.52	9.76
	Weekly (40 hrs)	320.00	328.00	336.40	344.80	353.60	362.40	371.60	380.80	390.40
	Annual (2088 hrs)	16,704.00	17,121.60	17,560.08	17,998.56	18,457.92	18,917.28	19,397.52	19,877.76	20,378.88
2	Hourly	8.80	9.02	9.25	9.48	9.72	9.96	10.21	10.47	10.73
	Weekly (40 hrs)	352.00	360.80	370.00	379.20	388.80	398.40	408.40	418.80	429.20
	Annual (2088 hrs)	18,374.40	18,833.76	19,314.00	19,794.24	20,295.36	20,796.48	21,318.48	21,861.36	22,404.24
3	Hourly	9.68	9.92	10.17	10.42	10.68	10.95	11.22	11.50	11.79
	Weekly (40 hrs)	387.20	396.80	406.80	416.80	427.20	438.00	448.80	460.00	471.60
	Annual (2088 hrs)	20,211.84	20,712.96	21,234.96	21,756.96	22,299.84	22,863.60	23,427.36	24,012.00	24,617.52
4	Hourly	10.65	10.92	11.19	11.47	11.76	12.05	12.35	12.66	12.98
	Weekly (40 hrs)	426.00	436.80	447.60	458.80	470.40	482.00	494.00	506.40	519.20
	Annual (2088 hrs)	22,237.20	22,800.96	23,364.72	23,949.36	24,554.88	25,160.40	25,786.80	26,434.08	27,102.24
5	Hourly	11.72	12.01	12.31	12.62	12.94	13.26	13.59	13.93	14.28
	Weekly (40 hrs)	468.80	480.40	492.40	504.80	517.60	530.40	543.60	557.20	571.20
	Annual (2088 hrs)	24,471.36	25,076.88	25,703.28	26,350.56	27,018.72	27,686.88	28,375.92	29,085.84	29,816.64
6	Hourly	12.89	13.21	13.54	13.88	14.23	14.59	14.95	15.32	15.70
	Weekly (40 hrs)	515.60	528.40	541.60	555.20	569.20	583.60	598.00	612.80	628.00
	Annual (2088 hrs)	26,914.32	27,582.48	28,271.52	28,981.44	29,712.24	30,463.92	31,215.60	31,988.16	32,781.60
7	Hourly	14.18	14.53	14.89	15.26	15.64	16.03	16.43	16.84	17.26
	Weekly (40 hrs)	567.20	581.20	595.60	610.40	625.60	641.20	657.20	673.60	690.40
	Annual (2088 hrs)	29,607.84	30,338.64	31,090.32	31,862.88	32,656.32	33,470.64	34,305.84	35,161.92	36,038.88
8	Hourly	15.60	15.99	16.39	16.80	17.22	17.65	18.09	18.54	19.00
	Weekly (40 hrs)	624.00	639.60	655.60	672.00	688.80	706.00	723.60	741.60	760.00
	Annual (2088 hrs)	32,572.80	33,387.12	34,222.32	35,078.40	35,955.36	36,853.20	37,771.92	38,711.52	39,672.00
9	Hourly	17.16	17.59	18.03	18.48	18.94	19.41	19.90	20.40	20.91
	Weekly (40 hrs)	686.40	703.60	721.20	739.20	757.60	776.40	796.00	816.00	836.40
	Annual (2088 hrs)	35,830.08	36,727.92	37,646.64	38,586.24	39,546.72	40,528.08	41,551.20	42,595.20	43,660.08
10	Hourly	18.88	19.35	19.83	20.33	20.84	21.36	21.89	22.44	23.00
	Weekly (40 hrs)	755.20	774.00	793.20	813.20	833.60	854.40	875.60	897.60	920.00
	Annual (2088 hrs)	39,421.44	40,402.80	41,405.04	42,449.04	43,513.92	44,599.68	45,706.32	46,854.72	48,024.00
11	Hourly	19.50	19.99	20.49	21.00	21.53	22.07	22.62	23.19	23.77
	Weekly (40 hrs)	780.00	799.60	819.60	840.00	861.20	882.80	904.80	927.60	950.80
	Annual (2088 hrs)	40,716.00	41,739.12	42,783.12	43,848.00	44,954.64	46,082.16	47,230.56	48,420.72	49,631.76

## BOXBOROUGH NON-UNION SALARY SCHEDULE

GRADE		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
12	Hourly	22.05	22.60	23.17	23.75	24.34	24.95	25.57	26.21	26.87
	Weekly (40 hrs)	882.00	904.00	926.80	950.00	973.60	998.00	1,022.80	1,048.40	1,074.80
	Annual (2088 hrs)	46,040.40	47,188.80	48,378.96	49,590.00	50,821.92	52,095.60	53,390.16	54,726.48	56,104.56
13	Hourly	25.14	25.77	26.41	27.07	27.75	28.44	29.15	29.88	30.63
	Weekly (40 hrs)	1,005.60	1,030.80	1,056.40	1,082.80	1,110.00	1,137.60	1,166.00	1,195.20	1,225.20
	Annual (2088 hrs)	52,492.32	53,807.76	55,144.08	56,522.16	57,942.00	59,382.72	60,865.20	62,389.44	63,955.44
14	Hourly	26.14	26.79	27.46	28.15	28.85	29.57	30.31	31.07	31.85
	Weekly (40 hrs)	1,045.60	1,071.60	1,098.40	1,126.00	1,154.00	1,182.80	1,212.40	1,242.80	1,274.00
	Annual (2088 hrs)	54,580.32	55,937.52	57,336.48	58,777.20	60,238.80	61,742.16	63,287.28	64,874.16	66,502.80
15	Hourly	30.42	31.18	31.96	32.76	33.58	34.42	35.28	36.16	37.06
	Weekly (40 hrs)	1,216.80	1,247.20	1,278.40	1,310.40	1,343.20	1,376.80	1,411.20	1,446.40	1,482.40
	Annual (2088 hrs)	63,516.96	65,103.84	66,732.48	68,402.88	70,115.04	71,868.96	73,664.64	75,502.08	77,381.28
16	Hourly	33.46	34.30	35.16	36.04	36.94	37.86	38.81	39.78	40.77
	Weekly (40 hrs)	1,338.40	1,372.00	1,406.40	1,441.60	1,477.60	1,514.40	1,552.40	1,591.20	1,630.80
	Annual (2088 hrs)	69,864.48	71,618.40	73,414.08	75,251.52	77,130.72	79,051.68	81,035.28	83,060.64	85,127.76

## Boxborough Intermittent and Per Diem Salary Schedule

GRADE		MINIMUM	MAXIMUM
1	Hourly	8.00	9.76
	Weekly (40 hrs)	320.00	390.40
	Annual (2088 hrs)	16,704.00	20,378.88
2	Hourly	8.80	10.73
	Weekly (40 hrs)	352.00	429.20
	Annual (2088 hrs)	18,374.40	22,404.24
3	Hourly	9.68	11.79
	Weekly (40 hrs)	387.20	471.60
	Annual (2088 hrs)	20,211.84	24,617.52
4	Hourly	10.65	12.98
	Weekly (40 hrs)	426.00	519.20
	Annual (2088 hrs)	22,237.20	27,102.24
5	Hourly	11.72	14.28
	Weekly (40 hrs)	468.80	571.20
	Annual (2088 hrs)	24,471.36	29,816.64
6	Hourly	12.89	15.70
	Weekly (40 hrs)	515.60	628.00
	Annual (2088 hrs)	26,914.32	32,781.60
7	Hourly	14.18	17.26
	Weekly (40 hrs)	567.20	690.40
	Annual (2088 hrs)	29,607.84	36,038.88
8	Hourly	15.60	19.00
	Weekly (40 hrs)	624.00	760.00
	Annual (2088 hrs)	32,572.80	39,672.00
9	Hourly	17.16	20.91
	Weekly (40 hrs)	686.40	836.40
	Annual (2088 hrs)	35,830.08	43,660.08
10	Hourly	18.88	23.00
	Weekly (40 hrs)	755.20	920.00
	Annual (2088 hrs)	39,421.44	48,024.00
11	Hourly	19.50	23.77
	Weekly (40 hrs)	780.00	950.80
	Annual (2088 hrs)	40,716.00	49,631.76

## Boxborough Intermittent and Per Diem Salary Schedule

GRADE		MINIMUM	MAXIMUM
12	Hourly	22.05	26.87
	Weekly (40 hrs)	882.00	1,074.80
	Annual (2088 hrs)	46,040.40	56,104.56
13	Hourly	25.14	30.63
	Weekly (40 hrs)	1,005.60	1,225.20
	Annual (2088 hrs)	52,492.32	63,955.44
14	Hourly	26.14	31.85
	Weekly (40 hrs)	1,045.60	1,274.00
	Annual (2088 hrs)	54,580.32	66,502.80
15	Hourly	30.42	37.06
	Weekly (40 hrs)	1,216.80	1,482.40
	Annual (2088 hrs)	63,516.96	77,381.28
16	Hourly	33.46	40.77
	Weekly (40 hrs)	1,338.40	1,630.80
	Annual (2088 hrs)	69,864.48	85,127.76

## COMPARISON OF BOXBOROUGH PAY - CURRENT/ NEW / MARKET AVERAGE

NEW GRADE	POSITIONS	CURRENT PLAN		NEW PLAN		MARKET AVERAGE	
		MIN	MAX	MIN	MAX	MIN	MAX
1	Counselor	8.00	9.25	8.00	9.76	8.00	12.09
	Library Page	8.00	8.50	8.00	9.76	9.05	11.69
2	Election Workers	10.17	10.17	8.80	10.73	8.89	9.76
3	Chief of Elections	11.43	11.43	9.68	11.79		
	Laborer- Cemetery	10.95	10.95	9.68	11.79	14.80	19.18
4	Lead Counselor	12.50	12.50	10.65	12.98	10.13	13.99
5	Van Driver	13.25	13.25	11.72	14.28	13.80	15.43
6	Lock Up Attendant	14.88	14.88	12.89	15.70	17.22	19.36
	Seasonal Maintenance Workers	12.46	13.57	12.89	15.70	12.78	14.83
7	Part Time Dispatcher	16.63	16.63	14.18	17.26		
8	Gym Director	18.10	18.10	15.60	19.00		
	Summer Recreation Director	18.79	18.79	15.60	19.00	15.86	22.89
	Van Dispatcher	15.36	19.17	15.60	19.00	14.49	16.62
	Winter Recreation Director	18.10	18.10	15.60	19.00		
9	Call Firefighter/EMT	16.63	16.63	17.16	20.91	19.37	21.49
	Library Assistant	15.36	19.17	17.16	20.91	16.11	19.17
	Special Police Officer	16.63	16.63	17.16	20.91	18.66	21.46
	Substitute Librarian			17.16	20.91		
10	Buildings and Grounds Maintenance Wrk.	16.88	21.06	18.88	23.06	18.82	22.62
	Call Fire Lieutenant	18.31	18.31	18.88	23.00	21.58	23.15
	DPW Semi-Skilled	16.88	21.06	18.88	23.00	18.45	22.01
	Senior Library Assistant	16.88	21.06	18.88	23.00	17.82	21.59
	Snow Plow Operator	21.50	21.50	18.88	23.00	19.04	22.02
	Transfer Station Operator	16.88	21.06	18.88	23.06	18.19	22.18
11	Department Assistant	18.91	23.59	19.50	23.77	17.45	21.75
	IT Support Technician	18.91	23.59	19.50	23.77	18.23	22.32
	DPW Worker	18.91	23.59	19.50	23.77	20.89	24.86
	Animal Control Officer		11,000	19.50	23.77	20.54	24.93
	Veterans Services Officer	15.46	15.46	19.50	23.77	varies	
12	Call Deputy Fire Chief	20.11	20.11	22.05	26.87	25.62	25.88
	Cemetery Supervisor		8,700	22.05	26.87	23.43	30.90
	Conservation Agent	21.19	26.43	22.05	26.87	23.90	29.77
	Technical Services Librarian	18.91	23.59	22.05	26.87	21.99	25.81
	Youth Services Librarian	21.19	26.43	22.05	26.87	21.00	24.82
13	Council on Aging Coordinator	23.74	29.61	25.14	30.63	25.13	30.02
	Foreman	23.74	29.61	25.14	30.63	26.79	29.94
14	Tax Collector (Elected)		61,573	54,580	66,502	52,644	58,094
	Town Clerk ( Elected)		61,573	54,580	66,502	55,832	60,236
15	Inspector of Buildings	56,752	70,809	63,517	77,381	64,010	76,941
	Information Systems Coordinator		74,352	63,517	77,381	63,894	80,067
	Town Accountant	56,752	70,809	63,517	77,381	67,599	77,496
	Town Assessor	56,752	70,809	63,517	77,381	63,417	73,756
	Town Planner	56,752	70,809	63,517	77,381	60,148	76,052
	Town Treasurer	56,752	70,809	63,517	77,381	63,042	67,865
16	No Positions			69,864	85,128		

COMPARATIVE MARKET DATA

Human Resources Services, Inc.

Position Title by functional area	Boxborough	Bolton	Boxford	Carlisle	Essex	Groton	Hamilton	Harvard	Littleton	Merrimac	Middleton	Sherborn	Southboro	Stow	Topsfield	Upton	Wenham	West Newbury	Data Points	Average
<b>Administration/Management</b>																				
1 Information Systems Coordinator	56,752 70,809					75,369 93,238			70,783 90,076					45,531 56,888					3 3	63,894 80,067
2 Inspector of Buildings/Code Admin. Officer	56,752 70,809		64,918 85,150	58,020 74,656		61,574 76,195		fee based	70,783 90,076		78,550 78,550		61,248 76,016	68,020 68,020	48,968 66,868				8 8	64,010 76,941
3 Tax Collector	49,350 61,573								59,988 76,337			46,413 46,413						51,532 51,532	3 3	52,644 58,094
4 Town Accountant	56,752 70,809	106,965 106,965	76,408 100,221	72,850 92,543	86,740 86,740	61,069 75,546	47,289 59,836	54,974 67,184	83,520 106,258	65,280 65,280	84,120 84,120	61,884 61,884	61,248 76,016	68,940 86,162	48,968 66,868	42,910 55,786	54,035 54,035	71,982 71,982	17 17	67,599 77,496
5 Town Assessor	56,752 70,809	outsourced	69,462 91,110	58,020 74,656		61,574 76,195	55,806 60,778	outsourced	70,783 90,076	60,778 60,778	70,380 70,380	67,686 67,686	61,248 76,016	54,179 68,906	48,968 66,868		61,927 61,927	83,616 83,616	13 13	63,417 73,756
6 Town Clerk	49,350 61,573	55,182 55,182	56,702 74,373	57,063 57,063	44,963 55,981		59,836 59,836	54,974 67,184	59,988 76,337	42,840 42,840	65,000 65,000	50,505 50,505				51,577 51,577	43,583 43,583	83,602 83,602	13 13	55,832 60,236
7 Town Planner	56,752 70,809	53,889 70,310	64,918 85,150	58,020 74,656		61,574 76,195	76,577 96,895		59,988 76,337		50,000 60,000		61,248 76,016	55,120 68,905					9 9	60,148 76,052
8 Town Treasurer	56,752 70,809								70,783 90,076	40,000 40,000			42,545 42,545					98,838 98,838	4 4	63,042 67,865
9 Town Treasurer/Collector			67,891 88,577	69,462 91,110	85,477 107,308	67,594 69,592	61,574 76,195	55,806 70,612	54,974 67,184				68,850 68,850	61,248 76,016	48,968 66,868	53,192 53,192	52,982 52,982		12 12	62,335 74,041
<b>Building Inspection</b>																				
10 Assistant Building Inspector (Insufficient Data)	26.45 26.45				42.63 42.63														1 1	42.63 42.63
11 Building Inspector	42.06 42.06	25.91 33.80		35.76 35.76	48.72 48.72	20.91 25.60	20.56 26.01	fee based			23.88 23.88	33.44 33.44		45.00 45.00	23.54 32.15			32.12 32.12	10 10	30.98 33.65
12 Plumbing and Gas Inspector	fees	stipend		35.76 35.76	21.40 21.40	20.91 25.60	stipend 13,147/yr		25.65 32.64	stipend 4,414/yr	stipend 17,527/yr	33.44 33.44		45.00 45.00	20.46 27.92	45/inspection 6,000/yr		24.37 24.37	8 8	28.37 30.76
13 Wiring Inspector	fees	stipend		35.76 35.76	21.40 21.40	20.91 25.60	stipend 13,147/yr		25.65 32.64	stipend 10,991/yr	stipend 17,527/yr	33.44 33.44		45.00 45.00	20.46 27.92	45/inspection 6,000/yr		23.37 23.37	8 8	28.25 30.64
<b>Conservation</b>																				
14 Conservation Agent	21.19 26.43	20.56 26.84	31.09 40.78	31.88 41.02	20.61 29.42	28.09 34.38	20.56 26.01	20.26 24.75	23.32 29.66		22.24 22.24		19.18 24.02	26.42 32.74	23.54 32.15	contract with Ashland		23.00 23.00	13 13	23.90 29.77
15 Seasonal Conservation Worker (Insufficient Data)	12.46 12.46																		0 0	
<b>Council On Aging</b>																				
16 Council on Aging Coordinator	23.74 29.61	20.56 26.84	25.38 33.29	31.88 41.02		26.53 32.83	24.25 30.69	23.14 28.27	28.73 36.56	25.93 25.93	22.58 22.58	29.18 29.18	29.44 36.55		20.46 27.92	25.88 33.65	19.81 19.81	23.16 25.16	15 15	25.13 30.02
17 Van Dispatcher	15.36 19.17			18.20 22.10				13.90 16.40										11.37 11.37	3 3	14.49 16.62
18 Van Driver	13.25 13.25	14.38 14.38		17.58 20.11	11.39 13.46	17.25 21.01		12.90 13.31		11.37 11.37	15.61 15.61			11.50 15.71	16.46 21.38	11.15 11.15	12.22 12.22	11 11	13.80 15.43	
<b>Health</b>																				
19 Animal Control Officer	stipend 11,006/yr	stipend 14,334/yr	20.72 27.17			stipend 2,082/yr	stipend 2,400/yr	stipend 16,500/yr		stipend 13,241/yr	stipend 15,300/yr	25.58 25.58	13.87 25.00	stipend 17,967/yr				22.00 22.00	4 4	20.54 24.93
20 Assistant Dog Officer (Insufficient Data)	per call 10.77 w/4 hr min	stipend 2,184/yr						stipend 16,500/yr											0 0	
21 Animal Inspector	stipend 988/yr	stipend 1,238/yr		25.03 25.03	35.19 35.19	stipend 2,082/yr	stipend 2,400/yr						stipend 2,230/yr	stipend 3,730/yr					2 2	30.11 30.11
22 Dog Officer (Insufficient Data)	stipend 10,790/yr			stipend 9,075/yr		stipend 13,973/yr	stipend 2,400/yr												0 0	
<b>Fire (Intermittent On Call)- Hourly Pay</b>																				
23 Fire Chief (Insufficient Data)	42.90 42.90																	33.15 33.15	1 1	33.15 33.15
24 Deputy Fire Chief	20.11 20.11	stipend 1,000/yr +call		27.66 27.66	stipend 1,157/yr + 19.6	23.40 23.40	25.97 27.27	stipend 4,000/yr +22/hr				25.29 25.29					stipend 12,210/yr	25.79 25.79	5 5	25.62 25.88
25 Fire Captain	19.21 19.21			25.32 25.32		22.64 22.64	24.06 25.26	stipend 3,000/yr + 22/hr						21.12 21.12	20.09 20.09		stipend 5,088/yr	18.43 18.43	5 4	22.31 23.58
26 Fire Lieutenant/EMT						22.19 22.19							24.00 26.00	20.09 20.09					3 3	22.09 22.76
27 Fire Lieutenant	18.32 18.32	stipend 500/yr +call		23.17 23.17		22.19 22.19	22.12 23.23	stipend 2,000/yr + 22/hr					22.00 24.00				stipend 4,080/yr	18.43 18.43	5 4	21.58 23.15
28 Firefighter/EMT	16.63 16.63	17.50 17.50		22.50 22.50	19.67 29.51	19.41 19.41						19.93 19.93	18.00 23.00	18.59 18.59					7 7	19.37 21.49
29 Firefighter		17.50 17.50			19.67 19.67	19.41 19.41	19.23 20.19	22.00 22.00				19.93 19.93	16.00 21.00	16.35 16.35					8 8	18.76 19.51
<b>Library</b>																				
30 Junior Page	8.00 8.00							8.75 13.03			9.34 10.01								2 2	9.05 11.52
31 Library Assistant	15.36 19.17			18.20 22.10	17.77 21.71	16.30 19.94		19.24 21.67	15.46 19.67		19.61 19.61	14.53 14.53	17.36 22.13	13.43 18.07	14.15 19.35	13.11 17.05		14.25 14.25	12 12	16.12 19.17
32 Page	8.50 8.50	9.09 9.09		8.34 8.34		9.44 11.56		12.18 14.88	1				8.84 12.98	12.15 15.97		9.00 9.00			7 7	9.86 11.69

COMPARATIVE MARKET DATA

Human Resources Services, Inc.

Position Title by functional area	Boxborough	Bolton	Boxford	Carlisle	Essex	Groton	Hamilton	Harvard	Littleton	Merrimac	Middleton	Sherborn	Southboro	Stow	Topsfield	Upton	Wenham	West Newbury	Data Points	Average
33 Senior Library Assistant	16.88 21.06	16.81 21.93		19.83 24.43		17.25 21.11		20.26 24.75	18.94 24.11		19.94 22.72	17.20 17.20			15.45 21.17	14.69 16.90			9 9	17.82 21.59
34 Technical Services Librarian	18.91 23.59	17.32 22.58		21.04 27.00	25.23 25.23	23.93 29.29			23.32 29.66	27.85 27.85		24.06 24.06	18.02 23.26		17.12 23.38				9 9	21.99 25.81
35 Youth Services Librarian	21.19 26.43	17.32 22.58				21.57 26.41		20.26 24.75	23.32 29.66	21.31 21.31	18.36 19.94	24.06 24.06	20.59 26.58	21.89 27.35	17.12 23.38	18.43 23.95		27.81 27.81	12 12	21.00 24.82
<b>Police</b>																				
36 Lockup Attendant	14.88 14.88						17.55 20.90			17.00 17.00				20.17 20.17	14.15 19.35				4 4	17.22 19.36
37 Special Police Officer	16.63 16.63	15.92 20.77		21.25 26.60	19.67 19.67		17.55 20.90		20.27 25.78	17.00 17.00		20.88 20.88	12.54 18.66	22.86 22.86					9 9	18.66 21.46
<b>Public Works</b>																				
38 Bldgs/Grounds Maintenance Worker	16.88 21.06	19.17 24.61		18.20 22.10		10.00 25.00	19.99 25.29		17.70 22.52		10.56 10.56	27.21 27.21	20.96 26.30	19.53 24.38	12.79 17.52	18.27 18.27	26.15 26.15	24.16 24.16	13 13	18.82 22.62
39 Cemetery Laborer	10.95 10.95					15.50 20.19			14.45 18.38				16.46 20.61	12.79 17.52					4 4	14.80 19.18
40 Cemetery Superintendent	stipend 8,732/yr								48,506 61,693						48,968 66,868		stipend 3,312/yr		2 2	48,737 64,280
41 Foreman	23.74 29.61	21.83 28.39		21.48 27.70	23.60 25.82	24.32 31.73	21.91 25.64		23.32 29.66	34.33 34.33	33.54 33.54	27.76 27.76	23.76 29.74	22.98 28.70		34.24 34.24	34.84 34.84	27.11 27.11	14 14	26.79 29.94
42 Mechanic				21.04 27.00		23.85 31.13	21.91 25.64		20.27 25.78				20.96 26.30						5 5	21.61 27.17
43 Seasonal Maintenance Worker	13.57 13.57				11.33 15.70		8.00 11.96				11.09 11.09		8.00 12.35	10.18 13.91	18.00 18.00	20.00 20.00	15.61 15.61		8 8	12.78 14.83
44 Semi-skilled Worker	16.88 21.06	16.37 21.42				15.50 20.19							15.44 19.93					26.50 26.50	4 4	18.45 22.01
45 Custodian		16.37 21.42		18.20 22.10	15.63 18.76	16.30 19.94	16.18 18.20		16.54 21.04				9.71 14.49	11.83 15.97	12.79 17.52				9 9	14.84 18.83
46 Snow Plower	21.50 21.50								16.54 21.04		22.70 22.70			17.89 22.32					3 3	19.04 22.02
47 Transfer Station Operator	16.88 21.06	19.17 24.61							18.94 24.11		13.70 13.70		20.96 26.30						4 4	18.19 22.18
48 Worker/Motor Equipment Operator	18.91 23.59	20.34 26.41		19.83 24.43	19.72 21.69	21.26 27.73	17.70 22.24		18.94 24.11	24.15 24.15			18.04 27.99	19.53 24.38		27.47 27.47	22.85 22.85		11 11	20.89 24.86
<b>Recreation</b>																				
49 Counselor	9.25 9.25					15.00 15.00							8.34 12.35	9.00 11.00				10.00 10.00	4 4	10.59 12.09
50 Counselor in Training	8.00 8.00					8.00 10.25	8.00 8.00						8.00 8.00						3 3	8.00 8.75
51 Director of Gymnastics (Insufficient Data)	18.10 18.10																		0 0	
52 Director of Summer Playgrounds	18.79 18.79						8.00 20.00						13.87 25.00	15.00 20.00				26.58 26.58	4 4	15.86 22.89
53 Director of Winter Programs (Insufficient Data)	18.10 18.10						8.00 20.00												1 1	8.00 20.00
54 Lead Recreation Counselor	12.50 12.50												10.25 15.22	10.00 12.75					2 2	10.13 13.99
<b>Support/Secretarial/Clerical</b>																				
55 Department Assistant	18.91 23.59					16.28 25.60			16.54 21.04					18.28 19.54	14.15 19.35	18.43 23.95		21.00 21.00	6 6	17.45 21.75
56 IT Support Technician (Insufficient Data)	18.91 23.59					18.23 22.32													1 1	18.23 22.32
57 Secretary	15.36 19.17	16.32 21.30		19.83 24.43			15.47 17.40						17.36 22.13	14.15 19.35	16.46 21.38				6 6	16.60 21.00
58 Administrative Assistant		19.03 23.81	22.17 29.08	15.83 17.94	21.33 22.57	21.57 26.41	16.74 22.68		18.94 24.11	17.54 17.54	17.12 23.38	24.06 24.06	19.18 24.02	22.32 22.32	15.45 21.17	18.43 23.95	19.74 19.74	22.11 22.11	16 16	19.47 22.81
<b>Town Clerk</b>																				
59 Board of Registrars Chairperson	annual 900.00				annual 400.00							stipend 100/election	annual 612.00	annual 1,638.00		annual 180.00		annual 1,000.00		
60 Board of Registrars Member	annual 270.00				annual 400.00		annual 298.00					stipend 100/election	11.03	annual 206.00		annual 180.00		annual 1,000.00		
61 Clerk of Elections	11.43 11.43					8.00 8.00							9.26 13.78							
62 Election Worker	10.17 10.17	8.00 8.00			8.87 8.87	8.00 8.00	8.00 10.00					10.50 10.50	8.84 12.98			10.00 10.00			7 7	8.89 9.76
<b>Veterans</b>																				
63 Veterans Agent	15.46 15.46	annual 4,500/yr		annual 1,500/yr		annual 1,742/yr		annual 1,000/yr					annual 10,000/yr			annual 8,137/yr				

COMPARATIVE MARKET DATA

Human Resources Services, Inc.

	Position Title by functional area	Range	Median	75th Perc.	90th Perc.	% Diff. Avg.
<b>Administration/Management</b>						
1	Information Systems Coordinator	45,531 93,238	70,783 90,076	73,076 91,657	74,452 92,606	-11% -12%
2	Inspector of Buildings/Code Admin. Officer	48,968 90,076	63,246 76,106	68,711 80,200	73,113 86,628	-11% -8%
3	Tax Collector	46,413 76,337	51,532 51,532	55,760 63,935	58,297 71,376	-6% 6%
4	Town Accountant	42,910 106,965	65,280 75,546	76,408 86,740	85,168 102,636	-16% -9%
5	Town Assessor	48,968 91,110	61,574 70,612	69,462 76,195	70,702 88,784	-11% -4%
6	Town Clerk	42,840 83,602	55,182 57,063	59,836 67,184	63,998 75,944	-12% 2%
7	Town Planner	50,000 96,895	59,988 76,016	61,574 76,337	67,250 87,499	-6% -7%
8	Town Treasurer	40,000 98,838	56,664 66,311	77,797 92,267	90,422 96,209	-10% 4%
9	Town Treasurer/Collector	48,968 107,308	61,411 70,102	68,131 79,290	69,401 90,857	
<b>Building Inspection</b>						
10	Assistant Building Inspector (Insufficient Data)	42.63 42.63	42.63 42.63	42.63 42.63	42.63 42.63	
11	Building Inspector	20.56 48.72	29.01 32.79	35.18 35.27	45.37 45.37	36% 25%
12	Plumbing and Gas Inspector	20.46 45.00	25.01 30.28	34.02 34.98	38.53 40.38	
13	Wiring Inspector	20.46 45.00	24.51 27.92	34.02 34.20	38.53 39.46	
<b>Conservation</b>						
14	Conservation Agent	19.18 41.02	23.00 29.42	26.42 32.74	30.49 39.50	-11% -11%
15	Seasonal Conservation Worker (Insufficient Data)					
<b>Council On Aging</b>						
16	Council on Aging Coordinator	19.81 41.02	25.38 29.18	27.63 33.47	29.34 36.56	-6% -1%
17	Van Dispatcher	11.37 22.10	13.90 16.40	16.05 19.25	17.34 20.96	6% 15%
18	Van Driver	11.15 21.38	12.90 14.38	16.04 17.91	17.25 21.01	-4% -14%
<b>Health</b>						
19	Animal Control Officer	13.87 25.00	21.36 23.50	22.90 24.25	24.51 24.70	
20	Assistant Dog Officer (Insufficient Data)					
21	Animal Inspector	25.03 35.19	30.11 30.11	32.65 32.65	34.18 34.18	
22	Dog Officer (Insufficient Data)					
<b>Fire (Intermittent On Call)- Hourly Pay</b>						
23	Fire Chief (Insufficient Data)	33.15 33.15	33.15 33.15	33.15 33.15	33.15 33.15	
24	Deputy Fire Chief	23.40 27.66	25.79 25.29	25.97 26.48	26.98 27.19	-22% -22%
25	Fire Captain	18.43 25.32	22.64 23.95	24.06 25.27	24.82 25.30	-14% -19%
26	Fire Lieutenant/EMT	20.09 26.00	22.19 22.19	23.10 24.10	23.64 25.24	
27	Fire Lieutenant	18.43 24.00	22.12 23.20	22.19 23.42	22.78 23.77	-15% -21%
28	Firefighter/EMT	17.50 29.51	19.41 19.93	19.80 22.75	20.96 25.60	-14% -23%
29	Firefighter	16.00 22.00	19.32 19.80	19.74 20.39	20.55 21.30	
<b>Library</b>						
30	Junior Page	8.75 13.03	9.05 11.52	9.19 12.28	9.28 12.73	-12% -31%
31	Library Assistant	13.11 22.13	15.88 19.64	17.88 21.68	19.14 22.06	-5% 0%
32	Page	8.34 15.97	9.09 11.56	10.80 13.93	12.16 15.32	-14% -27%

COMPARATIVE MARKET DATA

Human Resources Services, Inc.

	Position Title by functional area	Range	Median	75th Perc.	90th Perc.	% Diff. Avg.
33	Senior Library Assistant	14.69 24.75	17.25 21.93	19.83 24.11	20.00 24.49	-5% -2%
34	Technical Services Librarian	17.12 29.66	23.32 25.23	24.06 27.85	25.75 29.36	-14% -9%
35	Youth Services Librarian	17.12 29.66	20.95 24.41	22.25 26.77	23.99 27.76	1% 7%
<b>Police</b>						
36	Lockup Attendant	14.15 20.90	17.28 19.76	18.21 20.35	19.38 20.68	-14% -23%
37	Special Police Officer	12.54 26.60	19.67 20.88	20.88 22.86	21.57 25.94	-11% -22%
<b>Public Works</b>						
38	Bldgs/Grounds Maintenance Worker	10.00 27.21	19.17 24.38	20.96 25.29	25.75 26.27	-10% -7%
39	Cemetery Laborer	12.79 20.61	14.98 19.29	15.74 20.30	16.17 20.48	-26% -43%
40	Cemetery Superintendent	48,506 66,868	48,737 64,280	48,852 65,574	48,922 66,350	
41	Foreman	21.48 34.84	24.04 29.18	32.09 33.09	34.30 34.30	-11% -1%
42	Mechanic	20.27 31.13	21.04 26.30	21.91 27.00	23.07 29.48	
43	Seasonal Maintenance Worker	8.00 20.00	11.21 14.76	16.21 16.28	18.60 18.60	6% -8%
44	Semi-skilled Worker	15.44 26.50	15.94 20.81	18.90 22.69	23.46 24.98	-9% -4%
45	Custodian	9.71 22.10	16.18 18.76	16.37 21.04	16.87 21.56	
46	Snow Plower	16.54 22.70	17.89 22.32	20.30 22.51	21.74 22.62	13% -2%
47	Transfer Station Operator	13.70 26.30	19.05 24.36	19.61 25.03	20.42 25.79	-7% -5%
48	Worker/Motor Equipment Operator	17.70 27.99	19.83 24.38	22.05 26.94	24.15 27.73	-9% -5%
<b>Recreation</b>						
49	Counselor	8.34 15.00	9.50 11.68	11.25 13.01	13.50 14.21	-13% -23%
50	Counselor in Training	8.00 10.25	8.00 8.00	8.00 9.13	8.00 9.80	0% -9%
51	Director of Gymnastics (Insufficient Data)					
52	Director of Summer Playgrounds	8.00 26.58	14.44 22.50	17.90 25.39	23.11 26.10	18% -18%
53	Director of Winter Programs (Insufficient Data)	8.00 20.00	8.00 20.00	8.00 20.00	8.00 20.00	
54	Lead Recreation Counselor	10.00 15.22	10.13 13.99	10.19 14.60	10.23 14.97	23% -11%
<b>Support/Secretarial/Clerical</b>						
55	Department Assistant	14.15 25.60	17.41 21.02	18.39 23.22	19.72 24.78	8% 8%
56	IT Support Technician (Insufficient Data)	18.23 22.32	18.23 22.32	18.23 22.32	18.23 22.32	
57	Secretary	14.15 24.43	16.39 21.34	17.14 21.94	18.60 23.28	-7% -9%
58	Administrative Assistant	15.45 29.08	19.11 23.03	21.71 24.03	22.25 25.26	
<b>Town Clerk</b>						
59	Board of Registrars Chairperson					
60	Board of Registrars Member					
61	Clerk of Elections					
62	Election Worker	8.00 12.98	8.84 10.00	9.44 10.25	10.20 11.49	14% 4%
<b>Veterans</b>						
63	Veterans Agent					

## HEALTH INSURANCE

TOWN	% PAID BY TOWN	% PAID BY EMPLOYEE	PLAN
Boxborough	50%	50%	Indemnity
	75%	25%	HMO
Bolton	70%	30%	MNHG (same as Boxborough)
Boxford (family plans)	66%	34%	Network Blue, BC/BS PPO
Carlisle	50%	50%	Tufts, Harvard Pilgrim, Fallon
Essex	75%	25%	HMO Blue
	60%	40%	Blue Care Elect Preferred
Hamilton	75%	25%	HMO Blue
	55%	45%	Blue Care Elect
Littleton	70%	30%	HMO Blue
Merrimac	50%	50%	HMO Blue, Blue Care Elect
Sherborn (family plans)	72%	28%	Harvard Pilgrim
	72%	28%	Blue Cross
	72%	28%	Tufts
	72%	28%	Fallon
Southborough	75%	25%	HMO
	50%	50%	Indemnity
Upton	75%	25%	HMO Blue
	60%	40%	Blue Cross PPO
	50%	50%	Medex
West Newbury	50%	50%	MIIA
<b>Average (not inc Boxborough)</b>	<b>64%</b>	<b>36%</b>	

## COMPENSATED TIME OFF

TOWN	Personal Days per Year	
	5 YR Employee	10 YR Employee
Boxborough	3	3
Bolton	3	3
Carlisle	2	2
Essex	2	2
Groton	4	4
Hamilton	3	3
Littleton	3	3
Merrimac	3	3
Newbury	0	0
Sherborn	3	3
Southborough	3	3
Stow	2	3
Upton	3	3
West Newbury	1	1
<b>Average (not inc Boxborough)</b>	<b>2.5</b>	<b>2.5</b>

Sick Days per Year	
5 YR Employee	10 YR Employee
10.4	10.4
15	15
12	12
12	12
12	12
15	15
15	15
15	15
15	15
12	12
15	15
15	15
15	15
10	10
<b>13.7</b>	<b>13.7</b>

Vacation days	
5 YR Employee	10 YR Employee
15	20
15	20
15	20
15	20
10	15
15	20
15	20
15	20
15	20
15	20
10	15
15	20
15	20
<b>14.2</b>	<b>18.8</b>



HUMAN RESOURCES SERVICES, INC.

*Management Consultants to Local Government*

# Compensation, Classification, Benefits Non-Union Positions Town of Boxborough, MA



# Project Goal

The major goal of this project was to update, support, and maintain a fair and equitable **Pay and Classification System** for Town of Boxborough non-union organization-wide positions; in a variety of departments and divisions throughout the Town.



# Project Scope of Work

- To conduct a compensation and benefits survey of comparable communities and compare to Boxborough.
- To develop a new compensation structure based on the external market.
- To develop a new classification structure utilizing a job evaluation classification process for internal equity.
- To develop job descriptions for select jobs.

# Key Issues Addressed

- Outdated compensation grid; some compression.
- Modernized classification methodology and process.
- Appropriate number of grade classifications for town-wide municipal organization.
- Proper grade ranges; percentage between grades
- Methodology and tools to maintain the pay/class system in future years.
- Compensation policies; ability to pay.

## TABLE OF CONTENTS

Introduction.....

Project Report .....

Classifying and Compensating  
Positions.....

Implementation and Other  
Recommendations.....

Conclusion.....

*Separate Documents:*

Job Descriptions – For Certain Positions Only

Rating Manual and Ratings

Position Analysis Questionnaire

*Attachments:*

Proposed Town Compensation Plan

Proposed Town Classification Plan

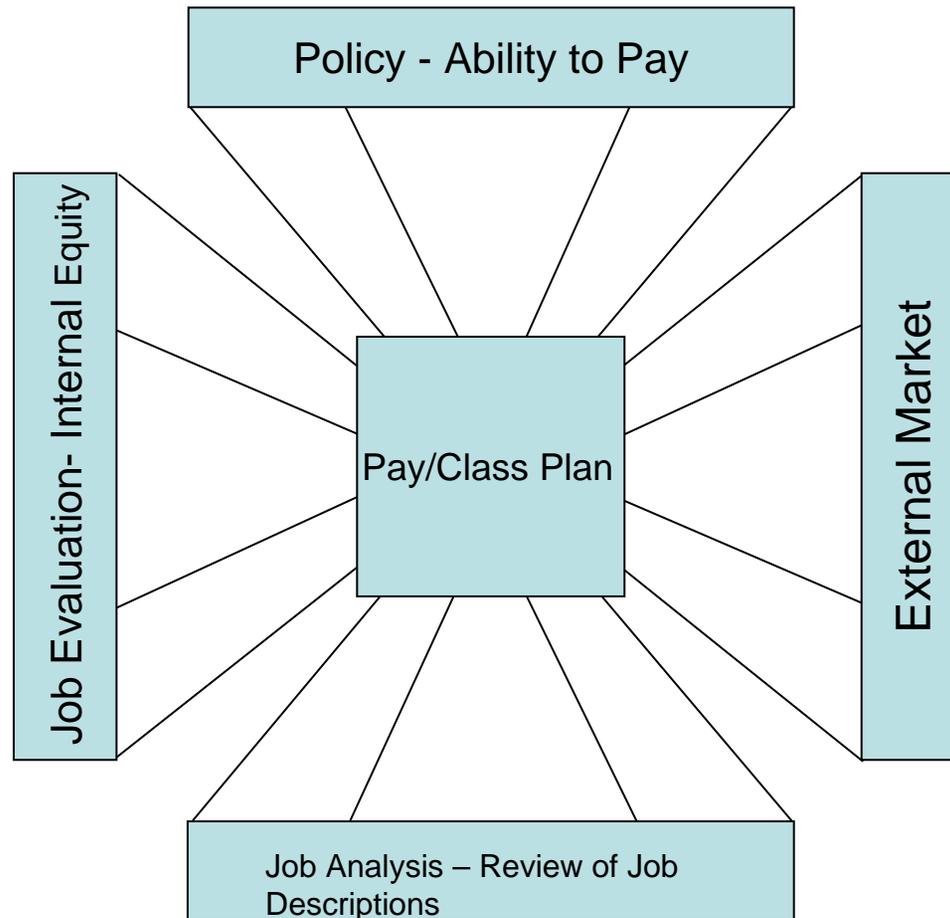
Salary Market Data

Benefits Market Data

# Steps

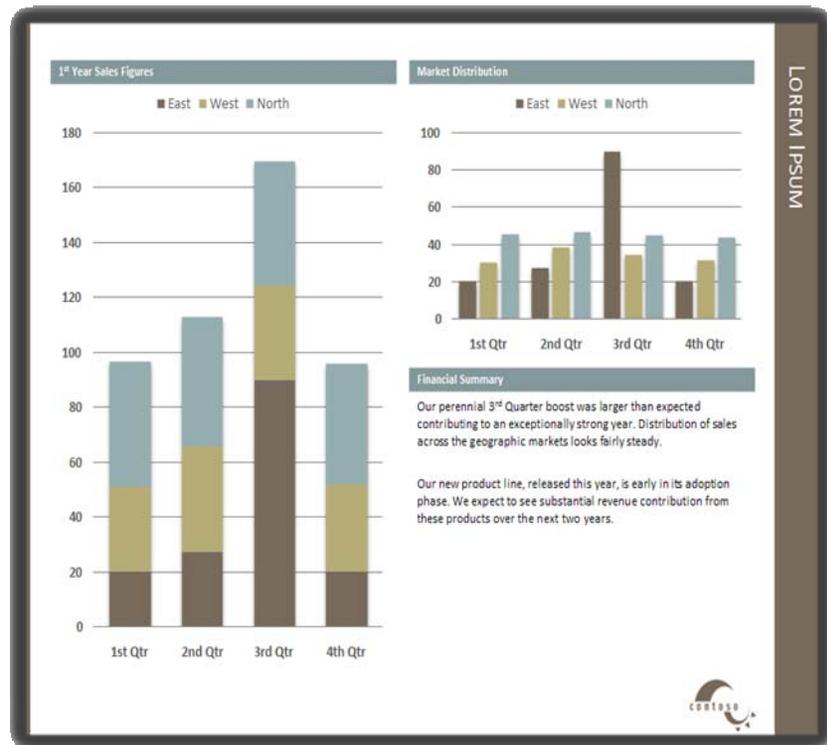
- Orientation with Personnel Board and Town Administrator.
- Evaluate each position, using point-factor system; two consultants conducted rating.
- Gather and analyze comparable market data; salary analysis of market and benefits market data.
- Several meetings with officials to review draft findings and recommendations.
- Work with Town to develop estimated cost-out of plan within the fiscal policies of the Town.
- Develop preliminary classification/compensation plan with recommendations and guidelines for implementation.
- Develop final report and proprietary database for Boxborough.
- Presentation of Final Report and Findings to Town.

# Building the Plan



# The Compensation Analysis

- Salary range for each position surveyed.
- Information on the market averages, ranges, medians, 75<sup>th</sup> percentile, and 90<sup>th</sup> percentile.
- Information on the number of work hours per week/per year for each position surveyed.
- Trends in compensation programs offered.



## **POSITION RATING FACTORS**

Physical Environment

Basic Knowledge, Training and Education

Problem Solving Skills and Effort

Physical Skills and Effort

Experience

Interactions with Others/Customer Service

Confidentiality

Occupational Risks

Complexity

Supervision Received

Supervision Given

Supervision Scope

Judgment and Initiative

Accountability

# SAMPLE RATING SHEET

## Position Rating Summary

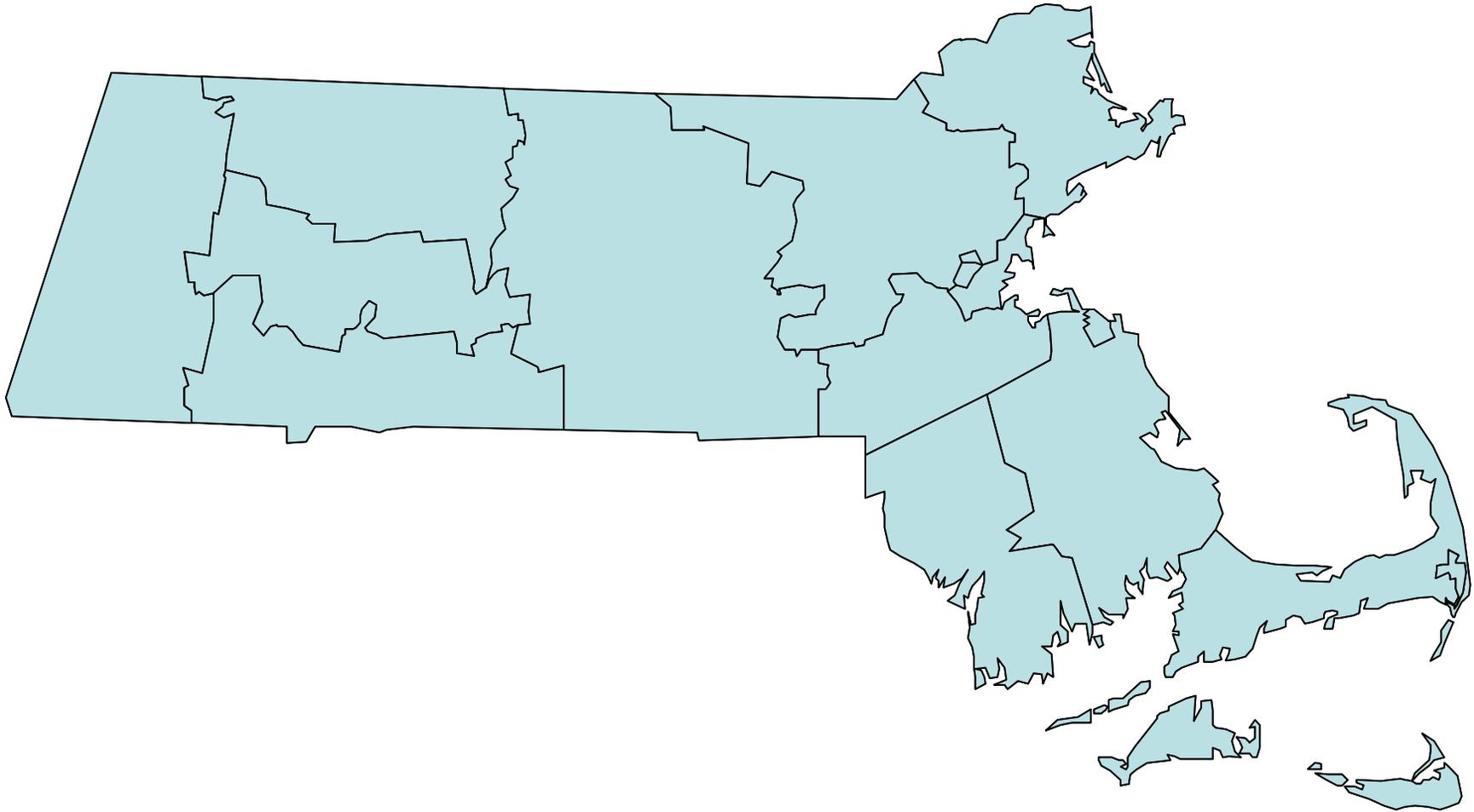
Position Classification Title:

Position Title: - Town Job

Grade: 8

	Factors	Final Rates	Final Points
1	Physical Environment	2	10
2	Knowledge, Training, Education	3	45
3	Problem Solving Skills & Effort	5	34
4	Physical Skills & Effort	3	30
5	Experience	4	40
6	Interactions with Others	3	15
7	Confidentiality	4	20
8	Occupational Risks	1	5
9	Complexity	3	15
10	Supervision Received	4	30
11	Supervision Given	1	0
12	Supervision Scope	1	5
13	Judgment and Initiative	4	60
14	Accountability	4	30
	Total Points	42	339

# Custom Survey in Massachusetts



## COMMUNITIES SURVEYED FOR BOXBOROUGH

Bolton

Boxford

Carlisle

Essex

Groton

Hamilton

Harvard

Littleton

Merrimac

Middleton

Sherborn

Southborough

Stow

Topsfield

Upton

Wenham

West Newbury

# Compensation Objective

- Determine relative standing of overall compensation.
- Determine relative standing of compensation by rank/position.
- Determine relative standing of compensation by discipline/specialization.
- Determine areas for salaries above, below, and within pay range.
- Identify expected salary costs.

## **BENEFITS THAT WERE SURVEYED**

Health Insurance  
(Percentage Paid - Town vs. Employee)

Sick Leave

Personal Days

Vacation

## SUMMARY CONCLUSIONS AND RECOMMENDATIONS

1. Overall, we found that most positions studied were at or below the market's average.
2. The Consultants considered the market averages when developing the plan. The salary schedule as a whole matches the average market rates of the surveyed communities. (Within 10 -15% of market average is the overall benchmark.)
3. Most positions fall within the pay ranges provided for each grade. It is recommended that the plan be implemented within one year.
4. One Classification Plan incorporates all non-union positions as required by Town Personnel Bylaw. Two separate salary schedules based on position status (regular full-time, regular part-time, per diem, intermittent, on-call).
5. Implementation cost is approximately 1.7% increase overall to personnel budget. (Approximately \$29,000)
6. While the new plan is more in line with the new market; the annual step increases have been reduced from 3.5% to 2.5%; and the overall pay range has been reduced to approx. 22%.
7. Intermittent/per diem positions are on the classification plan, however, they do not receive step increases.
8. Overall Boxborough seems to be in line with other benefits.

# Action Plan

Recommendation
Implement the proposed compensation and classification plan immediately.
Maintain a commitment to remain at the average of Market.
Market Surveys should be done regularly and the entire salary schedule should be adjusted annually to reflect cost-of-living. Step movement is different from cost-of-living adjustment.
Ensure that job descriptions are continuously and regularly updated and maintained by the Town. Some were updated as needed. Town has tools for future updates.

# Action Plan

## Recommendation

Review classification of positions when duties change significantly. Regularly review positions to ensure internal equity in relationship to other Town classifications. Town has the tools for this.

Ensure that sound policies for compensation administration program are in place. The Personnel Board has done an excellent job in this regard and they should continue their policy.

Do not cut the pay of “red-circle” employees; however maintain the lower rates of pay for the grade ranges when hiring new employees.

# Action Plan

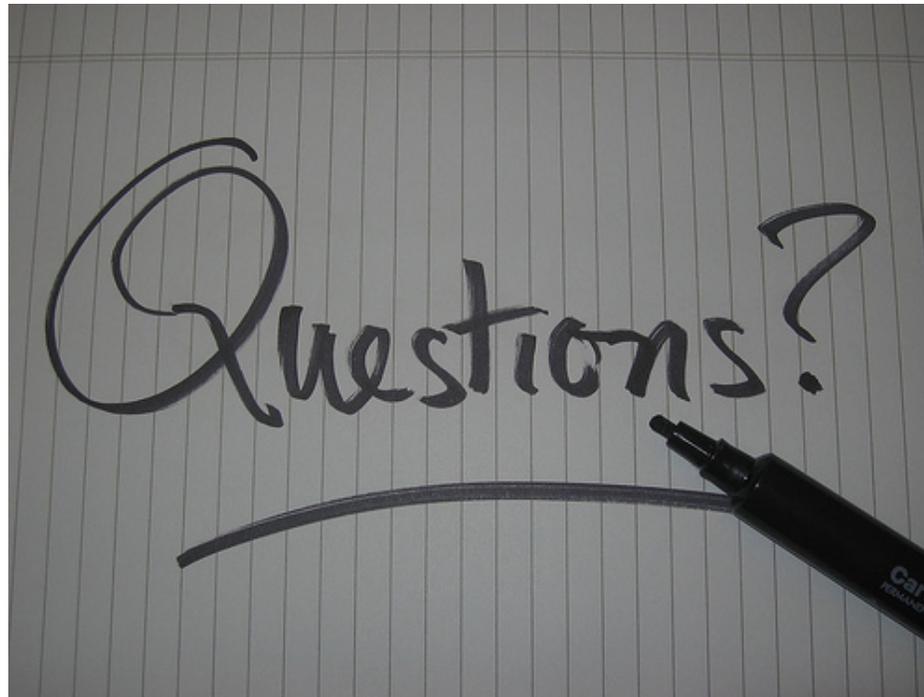
<b>Recommendation</b>
When a vacancy develops, review the position through job analysis, job description, and market pricing.
Have legal counsel review the FLSA status for grey, borderline positions.
Develop a compensation philosophy for the Town going forward.

# End of Project

- Final Report and Presentation
- All Documents provided to Town Personnel Board and Town Administrator
- Implementation of Plan
- Secure HRS Web-based Pay & Class for Boxborough Town Administration



THANK YOU!



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## Proposed Amendments to the Minuteman Regional Vocational School District Agreement

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Twelve member towns formed the Minuteman Technical and Vocational Regional School District by Agreement adopted in 1970. Four additional towns joined the District shortly thereafter and the Agreement was last amended in 1980. The revisions now proposed for adoption under this article would make the following changes:

1. Uses a 4-year rolling average where student enrollment is a factor in determining assessment of annual operating and capital costs to member communities in place of the current single-year figure.
2. Introduces weighted voting for most School Committee actions with 50% of vote strength shared equally among members and 50% based on the 4-year rolling average enrollment. Incurring of new debt would require at least a two-thirds (2/3) majority vote of all of the members of the Regional School Committee and future amendments to the Agreement would require three-fourths (3/4) majority of all members of the Regional School Committee, each without regard for the weight of the votes, before the matter could be referred for consideration by the member communities.
3. Authorizes the School Committee to negotiate terms for capital assessments to a new member community such that the new member would pay its full share no later than year four. Admission would be subject to acceptance by ALL of the existing member communities and the Massachusetts Commissioner of Elementary and Secondary Education. Language in the amended agreement has also been revised to contemplate the potential admission of a city to the District.
4. Establishes a revised procedure and conditions for withdrawal by a member community from the District. Where withdrawal under the current Agreement requires affirmative town meeting action by all other member communities, withdrawal under the revised Agreement could take place unless rejected by a majority of member communities. In either case, the withdrawal and associated terms must be approved by the Commissioner before it may occur. (See also item 7, below)
5. Revises the formula by which annual capital costs are assessed such that each member community would pay a base contribution of 1% of the annual total. 50 % would be assessed based on the 4-year average enrollment share. The balance would be assessed by taking into account certain of the factors used by the Department of Elementary and Secondary Education in calculating State aid to education. The formula for assessment of any previously issued debt, which is calculated more strictly on single-year enrollment share, would be unaffected.
6. Provides that any income identified as a contribution to capital costs (ie such as charges to any new members or potential “facility fees” that might be paid on behalf of tuition students from non-member communities) would be applied to the capital budget and reduce assessments to member communities.
7. Requires the School Committee to first seek authorization for incurring debt following the current method that involves town meeting votes. In this case, a negative vote by any one member community results in disapproval for all. IF this happens, the amended Agreement would then permit (but would not require) the School Committee to initiate a second attempt via District-wide election, as allowed under MGL 71 section 16(n), in which results of the aggregate vote would determine the outcome. If a majority of voters in a particular member community voted to disapprove the issuance of debt in such an election, that community would have the option of moving for withdrawal from the District without obligation for a share of the new debt thus incurred. (See also item 4, above.)
8. Raises the threshold for initiating future amendments to the Agreement to require a vote of three-fourths (3/4) of all members of the Regional School Committee members, without regard for the weight of the vote. The current requirement for subsequent approval by the legislative body of every member community is unchanged.

Adoption of the amended Regional Agreement will proceed under the terms of the current Agreement and thus requires an affirmative town meeting vote in each of its 16 member communities, as well as final approval by the Commissioner.

*Summary prepared by Carrie Flood, School Committee Secretary and Chair of the Regional Agreement Amendment Subcommittee and updated to reflect final votes taken by the School Committee on 3/11/14.*



## Point - By - Point Comparison

Subject	Current Agreement	Proposed Agreement
<b>Annual Assessment</b>	Based on most recent year's enrollment share.	Based on 4-year rolling average enrollment share.
<b>Capital Costs</b>	Based on most recent year's enrollment share.	Each member community pays base 1% of yearly total. 50% is based on 4-year rolling average enrollment share and remainder considers certain factors used in calculating Chapter 70 state aid to education along with enrollment.
<b>School Committee Votes</b>	Each member town has one vote for all questions.	Weighted votes with 50% of vote strength shared equally among members and 50% based on the 4-year rolling average enrollment. Incurring debt is specifically excepted and would require approval by 2/3 of all school committee members regardless of enrollment share or actual attendance at meeting.
<b>Admission of New Members</b>	New member would carry full share of capital costs from day one. Current language does not account for admission of a city.	School Committee could negotiate gradual 4-year "buy-in", subject to approval by all of the existing member communities. Language contemplates membership by city.
<b>Withdrawal of Members</b>	Requires approval by all other member communities and the exiting member remains liable for a share of all debt approved while a member, even if its own residents voted against authorizing that debt.	Could occur unless disapproved by a majority of other members. Qualified students could still be accepted on a space-available, tuition basis. IF withdrawal is properly pursued following a District-wide election that authorizes new debt, the subject community would not be liable for a share of the debt that its own voters disapproved in that election.
<b>Contribution to Capital Costs</b>	Current agreement is silent on this point.	Must be applied to reduce capital assessments to members.
<b>Authorization for New Debt</b>	As this is not specified in the current agreement, either of two routes may be followed at the School Committee's option under applicable state law. The method involving town meeting votes, whereby a single community has the power to block borrowing, has historically been used by the District.	Specifies that the current method must be pursued first, however, if rejected by one or more communities, the School Committee would then be permitted (but would not be required) to initiate a second attempt with a District-wide election. In this case, the aggregate vote would determine the outcome.
<b>Amendments</b>	May be initiated by majority vote of the School Committee (or by petition as allowed by law) and requires approval by all member communities.	May be initiated by a 3/4 vote of the School Committee (or by petition as allowed by law). The current requirement for approval by all member communities is unchanged.

*Commissioner's approval applies when required by law.*



## Voting Under the Amended Regional Agreement

Subject	School Committee Vote	Member Community Vote
Routine Business	More than 50% of weighted vote (present and voting)	None Required
Annual Budget	66.67% of total weighted vote, not merely among those present and voting	Majority vote by the appropriating authority (town meeting or city council) of at least 2/3 (two thirds) of the member communities
Incurring Debt	<p>2/3 (two thirds) of all School Committee members without regard for weighted vote or number of members present and voting</p> <p>If one or more member towns votes to reject debt authorization on first attempt, the School Committee MAY by more than 50% of the weighted vote (present and voting) decide to make a second attempt via district-wide election as permitted by state law.</p>	<p>First attempt by majority vote by the appropriating authority of ALL of member communities. A community that does not vote within 60 days is deemed to approve, but debt is blocked if one community votes “no”.</p> <p>Second attempt by aggregate majority vote in District-wide election (Note that if authorization for debt is approved by this method, AND a majority of voters in a particular community voted “no” in such election, that community MAY seek to withdraw from the District without liability for the debt thus incurred.** Refer to separate section for process.)</p>
Future Amendments to the Regional Agreement*	3/4 (three fourths) of all School Committee members without regard for weighted vote or number of members present and voting	The current requirement for approval by the legislative body of each member community is unchanged, meaning that a majority vote is required in 100% of member communities.)
Admission of New Community*	3/4 (three fourths) of all School Committee members without regard for weighted vote or number of members present and voting	Constitutes an amendment to the Regional Agreement and thus requires approval by all member communities
Withdrawal of a Community*	N/A; must refer to member communities.	<p>2/3 (two thirds) vote by the legislative body of the community seeking to withdraw from the District**</p> <p>AND</p> <p>Approval by a majority of other member communities. Note that in this case, failure of the legislative body of a member community to vote <i>disapproval</i> within 60 days of the notice of the requested withdrawal (e.g. a town does not bring the question to town meeting) will constitute approval by that community.</p>

\*These matters also require approval by the Commissioner of Elementary and Secondary Education.

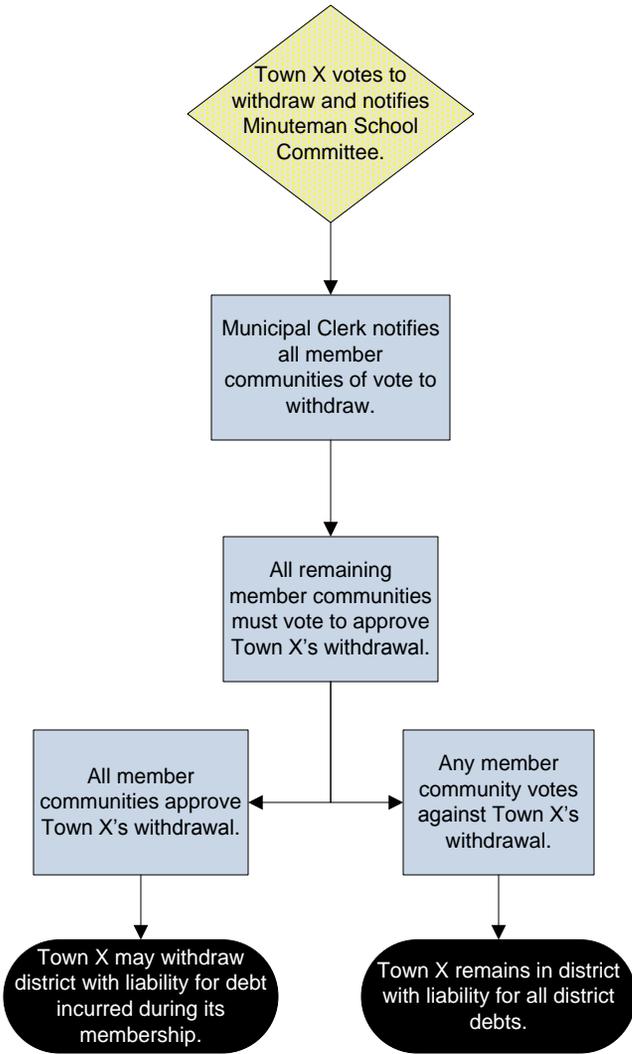
\*\*Strict time limits apply when such vote is taken with the intent of withdrawing without liability for debt authorized by District-wide election. Withdrawing community remains liable for share of any other debt authorized while they were a member.

Prepared by Carrie Flood, 3-11-14

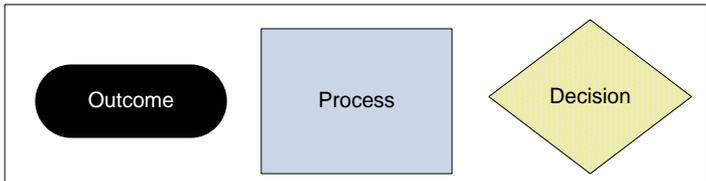
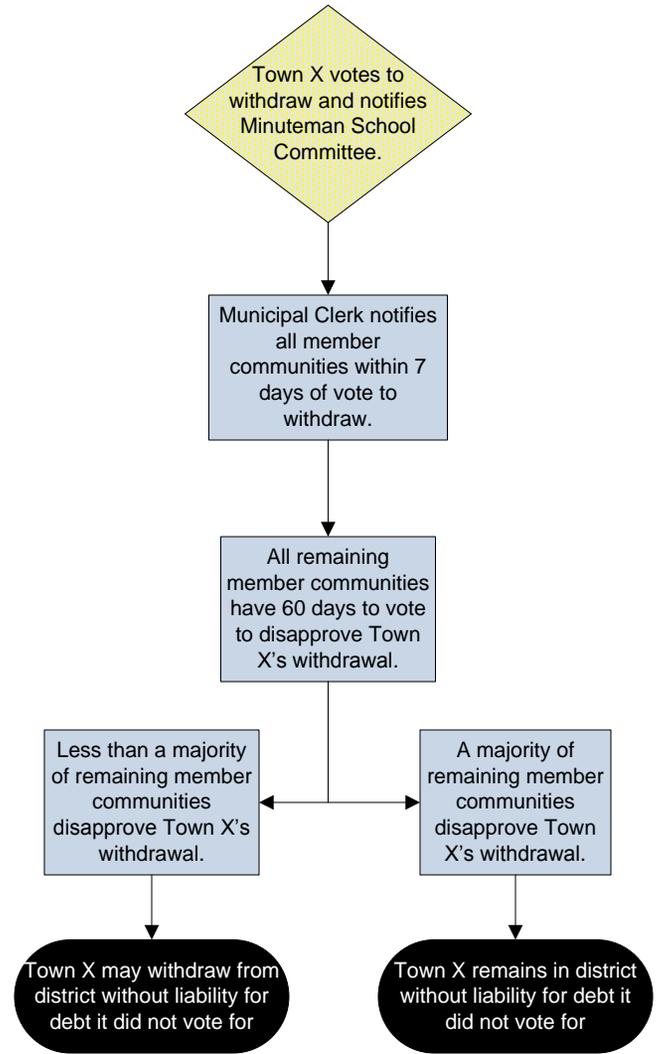


# Withdrawal Under Current and New Regional Agreements

## Under the Current Agreement



## Under the New Agreement



Under both the current and new agreements the Commissioner of Education's approval is required for a community to withdraw from the District.

**REGIONAL AGREEMENT**

~~Voted on June 8, 1970~~ **Minuteman Tech**

~~Revised on 11/20/73~~ ~~2/20/79~~ **10/7/80**  
~~Amendment #1~~ ~~Amendment #2~~ **Amendment #3**  
~~Modifying Budget Year~~ ~~Admission of New Towns~~ ~~Term of Office of~~  
~~Committee Members~~

~~POLICY:~~ **CATEGORY: SCHOOL COMMITTEE FILE NUMBER: 2.10**  
~~TOPICS~~ **DISTRICT AGREEMENT**

**AGREEMENT WITH RESPECT TO THE ESTABLISHMENT OF A TECHNICAL AND VOCATIONAL REGIONAL SCHOOL DISTRICT**

This Agreement is entered into pursuant to Chapter 71 of the General Laws of Massachusetts, as amended, among the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland, and Weston, and, in accordance with the provisions of Section VIII, such of the Towns of Bolton, Dover, Lancaster, and Needham as shall accept its provisions, hereinafter sometimes referred to as member towns. (Amendment #2 2/20/79). In consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE**

**(A) Composition**

~~The Regional School Committee, hereinafter sometimes referred to as "the Committee," shall consist of one member from each member city or town (the term "city" and the term "town" will hereinafter be referred to jointly as "community"). The members of the Committee shall be appointed as hereinafter provided. All members will serve until their respective successors are appointed and qualified.~~

**(B) Staggering of Terms**

~~The terms of office shall begin on July 1 and shall be for three years. In order to have approximately one third of the terms of office expire at the end of each year, the initial term of office of a Committee member representing a newly admitted community may be for shorter than three years, said determination to be made by vote of the Committee (or by lot, if there is more than one community being newly admitted at the same time).~~

**(B) Initial Committee**

~~The existing Committee will continue to function as such until July 1, \_\_\_\_\_. At any time following the approval of this Revised Agreement by the member communities and by the Commissioner of Education, the Moderator (or Mayor) of each member community shall appoint an individual to serve as a member of the Regional School Committee. These "Initial Committee" appointees will take office on July 1, \_\_\_\_\_, and the length of their initial terms shall be as follows:~~

- ~~1. Initial three year term: Arlington, Acton, Wayland, Bolton, and Stow.~~

2. ~~Initial two year term: Lexington, Weston, Dover, Carlisle, and Concord.~~

3. ~~Initial one year term: Needham, Belmont, Sudbury, Lancaster, Lincoln, and Boxborough.~~

**(C) Appointing Authority**

Members who have been appointed to the School Committee by their respective Town Moderators prior to the July 1 date on which this amended language becomes effective shall serve out the remaining one, two or three years of their term. Beginning on the July 1 when this amended language becomes effective, each member shall thereafter be appointed by vote of the Board of Selectmen of that town (or by the Mayor in the case of a city), except that in the case of a town, the town may by bylaw or charter provide for appointment of that community's member by the Moderator. The language of the preceding sentence will also apply to any community newly admitted to the District whose membership in the District commences on or after the July 1 effective date of this amended language.

**(D) Subsequent Terms of Office**

Just prior to the conclusion of the initial terms spoken of in the subsection (B) above, the Appointing Authority of the member community will appoint a member of the Regional School Committee to serve a three year term beginning on July 1.

**(E) Vacancies**

Should a vacancy occur on the Regional School Committee for any reason, the unexpired term will be filled within sixty (60) days by the Appointing Authority of the community having the vacancy.

**(F) Organization**

At the first meeting of the Regional School Committee held after July 1, the Committee shall organize and choose a Chairman and a Vice-Chairman from among its membership and will choose a Secretary, who may or may not be from among its membership.

**(G) Power and Duties**

The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this Agreement, and such other additional powers and duties as are specified in Section 16 to 16I, inclusive, of Chapter 71 of the General Laws and any amendments or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.

**(H) Weighted Voting**

Each member of the Regional School Committee will exercise a weighted vote, rounded to the nearest hundredth of a percent, which will be calculated and established as of July 1 of each year as follows. The first half of the weighted vote for all of the member communities will be the same. (For example, if hypothetically there were 16 member communities, then the first half of each member's weighted vote will be 1/16 of 50%, which would be 3.125%. The second half of each member community's weighted vote will be computed as follows. Based on the official October 1 student enrollment figures as determined by the Department of Elementary and Secondary Education ("DESE"), or its successor agency, a four year "rolling average" of the school's enrollment from member communities, using the most recent year's October 1 enrollment figures and those from the three preceding years, will be established. Using the same methodology, each member community's average percentage of student enrollment from all of the member communities for

that period, rounded to the nearest hundredth of a percent, will be established and will be used as the second half of that member community's weighted vote to become effective on the following July 1. (For example, if over the four year period a member community supplied an average of 8.67% of the school's enrollment from all of the member communities, then, beginning on the following July 1 and extending for the next year, the second half of that member community's weighted vote would be 8.67% of 50%, which would be 4.335%). The two halves will then be added together, and rounded to the nearest hundredth of a percent, to establish that community's total weighted vote. (For example, using the hypotheticals expressed above in this paragraph, the hypothetical community's total weighted vote as of the July 1 in question would be 3.125% plus 4.335%, which would add to 7.46%. Assuming that a quorum as defined in subsection (I) below is present, and except for a vote to approve the annual budget, to incur debt, or to approve an amendment to this Agreement, a combined total of weighted votes amounting to over 50% of the weighted votes present shall constitute majority approval.

In order to approve the District's annual budget, a combined total of weighted votes equal to or exceeding 66.67% of the weighted vote of the entire Committee (i.e., not merely two thirds of the weighted vote of those present) shall be required.

In order to incur debt, a two-thirds (2/3) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required. In order to approve an amendment to this Agreement, a three-fourths (3/4) vote of all of the members of the Regional School Committee, without regard for the weight of the vote, shall be required.

### **(I) Quorum**

A majority of the total number of members of the Regional School Committee (regardless of the weighted votes) shall constitute a quorum. A quorum is necessary for the transaction of business, but an assemblage less than a quorum may adjourn a meeting.

#### **(A) Composition**

~~The regional district school Committee, hereinafter sometimes referred to as the Committee, shall consist of one member from each member town. The members of the Committee shall be appointed as hereinafter provided. All members shall serve until their respective successors are appointed and qualified.~~

#### **(B) Initial Committee**

~~Within ten days after the establishment of the regional school district, the moderator of each member town shall appoint one member to serve on the Committee, each of whom shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. The twelve members so appointed shall serve on the Committee until their respective successors are appointed and qualified as provided in subsection 1 (C).~~

#### **(C) Appointed Members**

~~On or before April 1, 1972, the moderators of such of the towns of Acton, Arlington, Boxborough and Carlisle as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the committee for a term of one year; the moderators of such of the towns of Belmont, Concord, Lincoln, and Sudbury as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of two years; and the moderators of such of the towns of Lexington, Stow, Wayland, and Weston as shall become members of the District pursuant to Section XII shall each appoint one member to serve on the Committee for a term of three years.~~

The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term, as may be necessary to retain symmetry of terms on the Committee as a whole. Prior to the date on which the admission of one or more new member towns is to become effective, the Committee shall determine (by lot, if there is more than one such town) the initial term of the member appointed by the moderator of each such town, unless such initial term is specified in this Agreement. In every year in which the term of office of a member expires, the moderators of the respective member towns shall each appoint one member to serve for a term of three years. The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.

~~Amendment #2 2/20/79 — Amendment #3 10/7/80~~

~~(D) — Vacancies~~

~~If a vacancy occurs among the members appointed by the moderator under subsection 1(B), the moderator of the town involved shall within thirty days after such vacancy occurs appoint a member to serve until his successor is appointed and qualified as provided in subsection 1(C). If a vacancy occurs among the members appointed under subsection 1(C), the moderator of the member town involved shall appoint a member to serve for the balance of the unexpired term, if any.~~

~~(E) — Organization~~

~~Annually, on a date specified in the by-laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~(F) — Power and Duties~~

~~The Committee shall have all the powers and duties conferred and imposed upon school committees by law and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Section 16 to 16-1, inclusive, of Chapter 71 of the General Laws and any amendments thereof or additions thereto now or hereafter enacted, or as may be specified in any other applicable general or special law.~~

~~(G) — Quorum~~

~~The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.~~

## **SECTION II TYPE OF REGIONAL SCHOOL DISTRICT**

The regional district school shall be a technical and vocational high school consisting of grades nine through twelve, inclusive. The Committee is also hereby authorized to establish and maintain such kinds of education, acting as trustees therefore, as may be provided by communities towns under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto or dependent thereon, including courses beyond the secondary school level in accordance with the provisions of Section 37A of said Chapter 74.

## **SECTION III LOCATION OF THE REGIONAL DISTRICT SCHOOL**

The regional district school shall be located within the geographical limits of the District, and within a radius of 5 miles from the intersection of Route 2 and Bedford Road which intersection is in the town of Lincoln.

## **SECTION IV APPORTIONMENT AND PAYMENT OF COSTS**

### **(A) Classification of Costs**

For the purpose of apportioning assessments levied by the District against the member ~~communitiestowns~~, costs shall be divided into two categories: capital costs and operating costs.

### **(B) Capital Costs**

Capital costs shall include all expenses in the nature of capital outlay such as the cost of acquiring land, the cost of constructing, reconstructing, or adding to a school building or buildings, the cost of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewerage treatment and disposal facilities or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, or which could be categorized as a capital expense in conformance with applicable law and regulation, including without limitation ~~of~~ the cost of original equipment and furnishings for such school buildings or additions, plans, architects' and consultants' fees, grading and other costs incidental to placing school buildings and additions, sewerage systems and sewerage treatment and disposal facilities, and any premises related to the foregoing in operating condition. Capital costs shall also include payment of principal of and interest on bonds, notes and other obligations issued by the District to finance capital costs.

### **(C) Operating Costs**

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

### **(D) Apportionment of Capital Costs**

1. The following method will be used for apportioning capital costs incurred prior to July 1, 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs shall be annually apportioned to the member towns which were members of the District as of June 30, 2014 annually for the ensuing fiscal year in the following manner. Each member town's share of capital costs for each fiscal year shall be determined by computing the ratio which the town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment from all the member towns on the said date, except that if there is an enrollment of fewer ~~less~~ than five pupils from any member town in the regional district school on said date, such member town shall be deemed to have an enrollment of five pupils in the regional district school. For the purpose of this subsection, in computing this apportionment the persons enrolled in courses or programs "persons" referred to in subsection IV (F) shall not be included. ~~Notwithstanding the foregoing, in the event that there is no enrollment in the regional district school from all the member towns on October 1 of any such year, capital costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year. Capital costs represented by debt service shall be apportioned as a capital cost of the fiscal year in which the debt service falls due.~~

2. The following method will be used for apportioning capital costs incurred on or after July 1 2014:

After first deducting any other sources of revenue that are appropriately applied against capital costs, capital costs which are incurred on or after July 1, 2014 shall be apportioned to the member communities annually for the ensuing fiscal year in the following manner (for illustration purposes only, examples of these calculations appear in Appendix A.)

- a. Fifty percent (50%) of the capital costs will be apportioned to each of the member communities by computing the ratio which that community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, except that if there were an enrollment of fewer than five (5) pupils from any member community in the regional district school on any of the four (4) most recent October 1 dates, such member community will be deemed to have had an enrollment of five (5) pupils in the regional district school on said date.
- b. An additional one percent (1%) of these costs will be apportioned to each of the member communities regardless of student enrollment.
- c. The balance of these costs will be apportioned by applying DESE's combined effort yield (a measure of a community's ability to pay for education using property values and household incomes) to the percentage of each community's students (as defined by foundation enrollment) that are enrolled at Minuteman. The specific calculation is as follows:
  - Each member community's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, including the five (5) pupil minimum spoken of in 2,a above, will be identified.
  - This average regional enrollment figure for each member community will be compared to that community's most recent October 1 "foundation enrollment" figure (determined by DESE), and the percentage of that community's most recent foundation enrollment figure which is comprised of that town's average regional enrollment figure will be computed.
  - This percentage amount will be multiplied by the lesser of the "combined effort yield" or 100% of the "foundation budget" (using the most recent "final" numbers determined by DESE) for that community, resulting in a number to be called "combined effort yield at Minuteman".
  - The numbers representing each community's "combined effort yield at Minuteman" will be totaled, and each community's percentage of that total (this percentage to be called "combined effort capital assessment share") will be computed.
  - Each community's "combined effort capital assessment share" will be used to calculate the apportionment of the capital costs under this paragraph. (An

example of the calculations described in this paragraph is found in the chart headed "Calculation Factor – Ch. 70 Combined Effort Capital Allocation" appearing on page 2 of Appendix A.)

In the event that changes occur at the state level in either the terminology or the calculation formulas that lie behind the terms used in this paragraph, the Committee will use a calculation approach which replicates the apportionment outcomes that would result from this paragraph if the terms of this paragraph were applied as of the effective date of this Regional Agreement.

### **(E) Apportionment of Operating Costs**

The District will utilize the statutory method in the apportionment of operating costs. Pursuant to this method, the District will deduct from operating costs the total of any revenue from Chapter 70 state aid, Chapter 71 Regional Transportation Reimbursement, and any other revenue as determined by the Regional School Committee. The balance of all operating costs, except those described in subsection IV,F below, shall be apportioned to each member community as follows. Each member community's share of operating costs will be the sum of the following: (a) the member's required local contribution to the District as determined by the Commissioner of Elementary and Secondary Education (hereinafter "the Commissioner"); (b) the member's share of that portion of the District's net school spending, as defined by G.L. chapter 70, section 2, that exceeds the total of the required local contributions for all of the members; and (c) the member's share of costs for transportation and all other expenditures (exclusive of capital costs as defined in subsection IV,(B) above) that are not included in the District's net school spending. A member's share of (b) and (c) above will be calculated by computing the ratio which that member's pupil enrollment in the regional district school, using a rolling average based on the four (4) most recent annual October 1 enrollment figures, bears to the total pupil enrollment in the regional district school from member communities, using a rolling average based on the four (4) most recent annual October 1 enrollment figures.

~~All operating costs, except those described in subsection IV(F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member towns on the basis of each town's respective pupil enrollment in the regional district school. Each member town's share for each fiscal year shall be determined by computing the ratio which that member town's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment in the regional school from all the member towns on the same date. In computing this apportionment the pupil hours referred to in subsection IV(F) shall be excluded. In the event that enrollment of pupils in the regional district school has not been accomplished by October 1 of any year, operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such town's expense on October 1 of such year.~~

### **(F) Special Operating Costs**

The Committee shall determine the operating costs for each fiscal year for any courses or programs which are offered by the District to persons other than secondary students attending the regular day regional vocational school. Each member's community's share of such special operating costs shall be apportioned by identifying each member's community's enrollment

and/or participation rate in said courses or programs as compared to the overall enrollment and/or participation rate in said courses or programs. Normally said share shall be paid by the members as a special assessment in the fiscal year following the year of the course or program offering, although exceptions may be made whereby the payment will be made during the fiscal year of the course or program offering.

~~The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other types of courses which are offered by the District to persons other than the pupils attending the regular day regional vocational school. Each member town's share of such operating costs shall be determined by computing the ratio which that town's enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all the member towns on the same date. In the event that enrollment of pupil hours in such courses has not been accomplished by November 1 of any year, such operating costs shall be apportioned on the basis of enrollment in grades nine through twelve of pupils residing in each member town and receiving education at such towns expense on October 1 of such year.~~

**(G) Times of Payment of Apportioned Costs**

Each member town shall pay to the District in each fiscal year its proportionate share, certified as provided in subsection ~~V(B)V(C)~~, of the capital and operating costs. ~~Except as otherwise provided in subsection V(A) or in Section XI, t~~The annual share of each member town community shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

September 1	25%
December 1	60%
March 1	75%
May 1	100%

**(H) Apportionment of Costs to New Members Towns**

1. The share of operating costs which will be paid by a new member community will be determined consistent with subsection IV(E) except that, for purposes of calculating that community's four (4) year rolling average of pupil enrollment, the number of "out of district" students from that community which were enrolled in the regional district school during each of the applicable four (4) years will be regarded as that community's "pupil enrollment" during those years for purposes of this calculation.
2. The Regional School Committee, prior to the admittance of a new member community, will have the option of negotiating a phase in of the amount of capital costs which will be assessed to that new member community during the first three years of membership in the District. Beginning no later than the fourth year of membership and thereafter, however, the new member community will be assessed

the full capital cost apportionment that will result from an application of subsection IV(D).

~~Except as otherwise provided in this subsection, capital costs and operating costs shall be apportioned in accordance with subsections IV(D), (E), and (F) to towns admitted to the District pursuant to the provisions of section VIII. In the first fiscal year in which the admission of a new member town is effective, the town shall pay as its share of the capital costs and operating costs for such fiscal year, an amount equal to what the town would pay if the pupils from the town enrolled in the regional district school were tuition pupils. After the first fiscal year in which the admission of a new member town is effective, the town's share of capital costs and operating costs shall be determined in accordance with section IV of this Agreement except that such share shall not include any capital costs on account of the bonds issued by the district dated March 1, 1973 and March 1, 1974. However, commencing in the second fiscal year in which such town is a member and continuing through the eleventh such fiscal year, in lieu of such capital costs and as partial reimbursement to the other member towns for their payment of capital costs on account of the original regional district school building, such town shall pay as part of its share of capital costs an annual surcharge of \$400 per pupil enrolled from such town in the regional district school on October 1 of the next preceding fiscal year. If on such October 1, there is an enrollment of less than five pupils from such town in the regional district school, such member town shall be deemed to have an enrollment of five pupils in the regional district school. The Committee shall determine the amount necessary to meet the annual operating and maintenance budget and shall allocate such amount among the member towns without taking such surcharge into account. After making such allocation, the Committee shall apply the amount of such surcharge to reduce the shares of capital and operating costs of the member towns which are not then required to pay such surcharge, in the same proportion as capital costs are allocable among such towns pursuant to Section IV of this Agreement. For the purposes of Section IX of this Agreement, if a new member town shall withdraw from the District prior to the twelfth year of its membership, such surcharge shall be deemed to be part of the town's share of the indebtedness of the District outstanding at the time of its withdrawal. (Amendment #2-2/20/79)~~

### **(I) Incurring of Debt**

Other than short-term borrowing for cash-flow purposes, the incurring of debt for purposes expressed in G.L. cChapter 71, section 16(d), will require at least a two-thirds (2/3) vote of all of the members of the Regional School Committee without regard for the weight of the votes. If such a margin exists, the Committee must seek authorization for incurring debt by following the approach set out in G.L. chapter 71, section 16, subsection (d). If one or more member communities vote disapproval of the debt, the Committee, by a majority of the weighted vote, may then seek authorization for the debt via Chapter 71, section 16, subsection (n). If and when subsection (n) it is utilized, and if the incurring of debt is approved via subsection (n), the following option will be open to a member community if a majority of the residents registered voters voting on the question from that community voted to disapprove the incurring of debt in the subsection (n) election. Said community may seek to withdraw from the District consistent with the procedure in Section IX, and, if the notice of withdrawal is sent consistent with Section IX within sixty (60) days of the subsection (n) election, that community will not be responsible for a share of the debt service attributable to this new debt even if that community's withdrawal from the District is not approved by a majority of the member communities as required by Section IX, or even if the withdrawal of said community is disapproved by the Commissioner. Communities whose resident voters disapprove the incurring of the debt in the subsection (n) election but which do not give a notice of withdrawal consistent with Section IX will remain members of the District and will share in the debt service for the new debt consistent with the apportionment process in this Section IV.

## SECTION V BUDGET

### ~~(A)~~ Initial Budget

~~Within sixty days after the initial regional district school Committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then fiscal year. Copies of such proposed budget shall be submitted to the chairman of the finance or advisory committee in a member town, to the chairman of the board of selectmen, for its consideration. A budget shall be adopted not earlier than fourteen days but within twenty-one days after the proposed budget has been so submitted. The amount of the said budget shall be apportioned among the member towns according to the provisions of Section IV herein. The regional district treasurer shall certify to the treasurer of each member town its respective shares of said budget. The sums thus certified shall be payable by each member town to the regional district school committee but only from funds which may be or may have been appropriated by each member town for such purpose.~~

### ~~(B)~~(A) Tentative Operating and Maintenance Budget

~~Thereafter, t~~The Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns communities. The said Committee shall mail a copy to the chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted by the Committee, said copy to be itemized in a fashion consistent with DESE's chart of accounts, as follows or in such further detail as the Committee may deem advisable:

- ~~1. Administration~~
- ~~2. Instruction~~
- ~~3. Other school services~~
- ~~4. Operating and maintenance of plant~~
- ~~5. Fixed charges~~
- ~~6. Acquisition of fixed assets~~
- ~~7. Community service~~
- ~~8. Debt retirement and debt service~~
- ~~9. Programs with other districts and private schools~~

~~(Amendment #1 — 11/20/73)~~

### ~~(C)~~(B) Final Operating and Maintenance Budget

~~After conducting a public hearing consistent with G.L. cChapter 71, section 38M, f~~the Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty-five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said adoption of the budget will require a combined total of weighted votes equal to or exceeding 66.7% of the weighted vote of the entire Regional School Committee (i.e., not merely two-thirds of the weighted vote of those present at the meeting). Said

annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member ~~communitytown~~ shall be certified by the district treasurer to the treasurer of such member ~~communitytown~~ within thirty days from the dates on which the annual operating and maintenance budget is adopted by the Committee, and each such ~~communitytown~~ shall, at the next annual town meeting or meeting of the city council, appropriate the amounts so certified. The annual Regional School District budget shall require approval by the local appropriating authorities of at least two-thirds (2/3) of the member communities consistent with G.L. cChapter 71, section 16B. (Amendment #1— 11/20/73)

~~If the amount necessary to meet the annual operating and maintenance budget for a fiscal year in which the admission of one or more new member towns becomes or is to become effective, shall have been determined and apportioned without regard to the payments to be received from any such member town as its share of the capital and operating costs of the District, the Committee may reopen the budget, may re-determine the amounts necessary to meet the budget taking account of such payments, and may reapportion such amounts among the other member towns in accordance with the provisions of Section IV; provided, however, that the shares of such amounts reapportioned to the member towns (other than such new member towns) shall be less than the amounts previously apportioned to such towns. (Amendment #2— 2/20/79)~~

## **SECTION VI TRANSPORTATION**

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member ~~communities~~towns as an operating cost.

~~During the first fiscal year in which the admission pursuant to Section VIII of a new member town is effective, such town shall be responsible for providing school transportation for pupils from the town enrolled in the regional district school and for paying the costs of such transportation. (Amendment #2— 2/20/79)~~

## **SECTION VII AMENDMENTS**

### **(A) Limitation**

This Agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the, rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding, or the right of the District to procure the means for payment thereof, provided that nothing in the section shall prevent the admission of new communities~~a new town or towns~~ to the District and the reapportionment accordingly of capital costs of the District represented by bonds or notes of the District then outstanding and of interest thereon.

### **(B) Procedure**

Any proposal for amendment, except a proposal for amendment providing for the withdrawal of a member ~~communitytown~~ (which shall be acted upon as provided in Section ~~DEIX~~), may be initiated by a vote of at least three-fourths (3/4) of all of the members of the Regional School

Committee, without regard for the weight of the votes, majority of all members of the Committee so long as the proposed amendment was discussed as an agenda item at no less than one prior Committee meeting. Alternatively, a proposal for amendment may be initiated or by a petition signed by at least 10 per cent of the registered voters of any one of the member communities towns. In the latter case, said petition shall contain at the end thereof a certification by the Municipal Town Clerk of such member community town as to the number of registered voters in said community town according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said community town and said petition shall be presented to the secretary of the Committee. In either case, the sSecretary of the Committee shall mail or deliver a notice in writing to the Board of Selectmen, or City Council, of each of the member communities towns that a proposal to amend this Agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The sSelectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the proposal or the substance thereof, and the City Council in each member city shall vote on said proposed amendment within two months of its submittal by the Committee. Such amendment shall take effect upon its acceptance by allthree fourths (3/4) of the member communities towns, acceptance by each community town to be by a majority vote at a town meeting in the case of a town, or by majority vote of the City Council in the case of a city as aforesaid, and after approval by the Commissioner.

### **(C) Approval by Commissioner**

All amendments to this Agreement are subject to the approval of the Commissioner. of Elementary and Secondary Education (hereinafter, the "Commissioner").

## **SECTION VIII ADMISSION OF NEW COMMUNITIESTOWNS**

By an amendment of this Agreement adopted under and in accordance with Section VII above, any other community or communities town or towns may be admitted to the regional school district. The effective date for the admission of each such new member town shall be the July 1 following the adoption by the District of such an amendment, and the acceptance by all of the existing members, and the approval by the Commissioner town of this Agreement as so amended. All of the above approvals must be completed by December 31 for the new member to be admitted on the following July 1. Such admission also shall be subject to compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.  
**{Amendment #2 2/20/79}**

## **SECTION IX WITHDRAWAL**

### **(A) Procedure**

Consistent with 603 CMR 41.03(2) the withdrawal of a member community can occur only as of July 1 of a given fiscal year. A notice of desire to withdraw must be initiated by a two-thirds (2/3) vote of the legislative body of the member community, which must occur no less than three (3) years prior to the desired July 1 withdrawal date. The Municipal Clerk of the community seeking to withdraw must notify the Regional School Committee in writing within seven (7) days of the vote of the legislative body that the 2/3 two-thirds (2/3) vote has occurred, and the receipt of the notice of

withdrawal will be acknowledged in the minutes at a Regional School Committee meeting. Within seven (7) days of its receipt, the District's Clerk will notify in writing the Municipal Clerks of all of the member communities that a notice of withdrawal has been received. Once this notice of withdrawal is given, it may not be rescinded without the unanimous consent of the members of the Regional School Committee. The withdrawal of a community will be allowed only if it is approved by a majority of the other member communities. A failure of the legislative body of a member community to vote disapproval of a requested withdrawal within sixty (60) days of the notice of withdrawal being submitted to the Regional School Committee will constitute approval. During this three (3) year notice period, the departing member will continue to be responsible for the following:

1. Payment of its share of operating costs apportioned by way of subsection IV(E).
2. Payment of its share of capital costs apportioned by way of subsection IV(D), except that no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after said disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I). Similarly, no apportionment for a withdrawing member will be made for a share of any debt incurred after the member has given a notice of withdrawal.
3. The withdrawing community shall continue to have a right to appoint and be represented by its member on the School Committee with full voting authority until the date of final withdrawal, on which date the withdrawing community member's term shall end.

#### **(B) Continuing Obligations After Withdrawal**

A departing member shall have no right or claim to the assets of the District, and a departing member shall continue to be responsible, after withdrawal, for the following:

1. Payment of its share of capital costs incurred prior to withdrawal apportioned by way of subsection IV(D), provided that for purposes of this apportionment the withdrawn community's enrollment shall be deemed to be its enrollment determined pursuant to subsection IV(D) immediately prior to the date of its notice of intent to withdraw, except that:
  - a. no apportionment for a withdrawing member will be made for a share of debt that was disapproved by the voters of said withdrawing member in a G.L. Chapter 71, subsection 16(n) election and after which disapproval a notice of withdrawal was sent by said member consistent with the terms of subsection IV(I); and,
  - b. no apportionment for a withdrawing member will be made for a share of debt that was incurred by the District following receipt of the withdrawing member's notice of intent to withdraw, such notice having not been rescinded.

#### **(C) Commissioner's Approval**

Consistent with 603 CMR 41.03(2) the withdrawal of any member requires the approval of the Commissioner of Education, and all requisite approvals must be obtained no later than the December 31 preceding the July 1 effective date of withdrawal.

#### **(D) Amendment to Agreement**

The withdrawal of a member which occurs consistent with the above will, upon its completion,

constitute an amendment to the Regional Agreement, regardless of the fact that said amendment was not processed via the procedure contained in Article VII.

**~~(A) Limitations~~**

~~The withdrawal of a member town from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member town seeking to withdraw shall by vote at an annual or special town meeting, request the committee to draw up an amendment to this agreement setting forth the terms by which such town may withdraw from the District, provided that the said town shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for interest thereon, to the same extent and in the same manner as though the town had not withdrawn from the District.~~

**~~(B) Procedure~~**

~~The clerk of the town seeking to withdraw shall notify the Committee in writing that such town has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such amendment). The selectmen of each member town shall include in the warrant for the next annual or a special town meeting called for the purpose an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member towns acceptance by each town to be by a majority vote at a town meeting as aforesaid.~~

**~~(C) Cessation of Terms of Office of Withdrawing Town's Members~~**

~~Upon the effective date of withdrawal the terms of office of the member serving on the regional district school committee from the withdrawing town shall terminate and the total membership of the Committee shall be decreased accordingly.~~

**~~(D) Apportionment of Capital Costs after Withdrawal~~**

~~The withdrawing town's annual share of any future installment of principal and interest on obligations outstanding on the effective date of its withdrawal shall be not less than the average of such town's annual capital cost apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective, the withdrawing town's annual share of such future installments of principal and interest shall be not less than the average of such town's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any town or towns which have withdrawn shall be apportioned to the remaining member town or towns in the manner provided in sub-section IV(D) or as may be otherwise provided in the amendment providing for such withdrawal.~~

**SECTION X TUITION STUDENTS**

The Committee may accept for enrollment in the regional district school pupils from c o m m u n i t i e s towns other than member c o m m u n i t i e s towns on a tuition basis. Income

received by the District from tuition pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under Section IV subsection FV(E) to the member communitiestowns, provided that income identified as a contribution to capital costs shall be applied to the capital budget..

## **SECTION XI FISCAL YEAR**

The fiscal year for the district shall run from July 1 to June 30.

~~Except as may otherwise be provided by law, the fiscal year of the district shall be the same as the fiscal period of the member towns and the work year or fiscal year as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District.~~

~~If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each member town shall be paid as provided in subsection IV (G) shall be adjusted so that not less than 25% thereof shall be paid not later than the first day of the third month of such fiscal year, 60% shall be paid not later than the first day of the sixth month of such fiscal year, 75% shall be paid not later than the first day of the ninth month of such fiscal year and 100% shall be paid not later than the first day of the eleventh month of such fiscal year.~~

## **SECTION XII SUBMISSION FOR APPROVAL**

~~This Agreement shall be submitted for approval pursuant to the applicable provisions of Section 15 of cChapter 71 of the General Laws, to the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Sudbury, Stow, Wayland and Weston. In the event that at least the towns of Arlington, Belmont, Concord and Lexington vote in the affirmative as provided in said Section 15 to establish a regional technical and vocational school district, composed of the towns of Arlington, Belmont, Concord, Lexington and such additional towns, if any, as so vote, shall be deemed to be established; otherwise this agreement shall be void and of no effect.~~

### **~~NOTE ON EFFECTIVE DATE OF AMENDMENT NO. 2~~**

~~Amendment No. 2 to the Agreement, proposed by vote of the Committee adopted on February 20, 1979, shall take effect upon its acceptance by the member towns and upon the acceptance of the Agreement, as heretofore amended and as further amended by this Amendment No. 2, on or before June 30, 1981 by any one or more of the Towns of Bolton, Dover, Lancaster and Needham; provided, however, that the admission of any such town shall not be effective prior to July 1, 1980.~~

**~~MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~**

~~Amendment No.1 to Minuteman Regional Vocational  
Technical School District Agreement~~

**~~Certificate of the Secretary~~**

~~I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Minuteman Regional Vocational Technical School District, Massachusetts, and that, as such, I keep and have custody of the records of the meetings of the Minuteman Regional Vocational Technical School District Committee. I further certify that, at a regular meeting of the said Committee duly called and held on Tuesday, November 20, 1973, attended by 9 of the twelve (12) members of said Committee, constituting a quorum, the following vote was adopted pursuant to Chapter 1025 of the Acts of 1973 by the vote of 9 (nine) members voting in the affirmative and 0 (zero) members voting in the negative.~~

~~WHEREAS, the towns of Acton, Arlington, Belmont, Boxborough, Carlisle, Concord, Lexington, Lincoln, Stow, Sudbury, Wayland and Weston established a regional school district under the provisions of Chapter 71 of the General Laws of Massachusetts, as amended, known as Minuteman Regional Vocational Technical School District, and for that purpose entered into an agreement entitled "Agreement With Respect to the Establishment of a Technical and Vocational Regional School District" (hereinafter called the "Agreement"): \_\_\_\_\_ and~~

~~WHEREAS, Chapter 1025 of the Acts of 1973 of The Commonwealth of Massachusetts authorizes any regional district school committee without regard to the amendment procedure in its regional school district agreement to amend such agreement for the purpose of changing the various dates set forth therein for the adoption of an annual budget, including a tentative annual budget, and for certification by the regional school district treasurer to the treasurer of each member town of the amounts of such budget apportioned to that town and making technical changes to carry out the provisions of clause (m) of section 16 and section 16B of Chapter 71 of the General Laws as amended by sections 1 and 2 of said Chapter 1025;~~

~~NOW THEREFORE, pursuant to said Chapter 1025, to amend the Agreement as follows, viz.:~~

~~Amend Section subsection (B) entitled Tentative Operating and Maintenance Budget and subsection (C) entitled Final Operating and Maintenance Budget, by deleting said two subsections in their entirety and substituting therefor the following new subsections (B) and (C):~~

~~(B) Tentative Operating and Maintenance Budget~~

~~Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year.~~

~~on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member towns. The said Committee shall mail a copy to the chairman of the board of selectmen and the finance or advisory committee, if any, of each member town at least fifteen days prior to the date on which the final operating and maintenance budget is adopted, itemized as follows or in such further detail as the Committee may deem advisable:~~

- ~~1. Administration~~
- ~~2. Instruction~~
- ~~3. Other school services~~
- ~~4. Operating and maintenance of plant~~
- ~~5. Fixed charges~~
- ~~6. Acquisition of fixed assets~~
- ~~7. Community services~~
- ~~8. Debt retirement and debt service~~
- ~~9. Programs with other districts and private schools~~

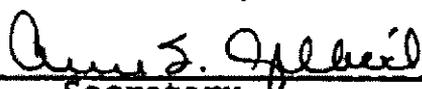
~~(C) Final Operating and Maintenance Budget~~

~~The Committee shall adopt an annual operating and maintenance budget for the ensuing fiscal year not later than forty five days prior to the earliest date on which the business session of the annual town meeting of any member town is to be held, but in no event later than March 31, provided that said budget need not be adopted earlier than February 1. Said annual operating and maintenance budget shall include debt and interest charges and any other current capital costs as separate items, and the said Committee shall apportion the amounts necessary to be raised in order to meet the said budget in accordance with the provisions of Section IV. The amounts so apportioned to each member town shall be certified by the district treasurer to the treasurer of such member town within thirty days from the date on which the annual operating and maintenance budget is adopted by the Committee, and each such town shall, at the next annual town meeting, appropriate the amounts so certified.~~

~~FURTHER VOTED: This amendment shall take effect immediately.~~

~~I further certify that the foregoing vote has not been amended or rescinded and remains in full force and effect.~~

~~WITNESS my hand and the seal of said district this 20th day of November, 1973.~~

  
\_\_\_\_\_  
Secretary

(DISTRICT SEAL)



OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
MASSACHUSETTS

TOWN HALL  
OFFICE HOURS  
9 AM TO 5 PM

TELEPHONE  
781-643-6700

CHRISTINE M. GALLAHAN, CMG  
TOWN CLERK

**AMENDMENT #2**

**ARTICLE 70. — ADMISSION OF NEW MEMBERS TO THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT**

~~VOTED: (Unanimously) That the Town does hereby accept an amendment to the agreement establishing the Minuteman Regional Vocational Technical School District ("Minuteman") as proposed by vote of the Minuteman School Committee adopted on February 20, 1979; said amendment providing for the admission of new member towns generally, and the towns of Bolton, Dover, Lancaster, and Needham specifically; said amendment further specifying (a) that any new member town will have one member of the School Committee appointed by the Moderator of the town for a three year term, or for a shorter initial term in order to retain the symmetry of terms on the Minuteman School Committee as a whole; (b) that for the first year of its membership a new town will contribute as its entire share of the operating costs and capital costs of Minuteman for such year an amount equal to what it would pay if the students from the new town were tuition students, and the new member town will also be responsible for all the transportation costs of those students. After first year of membership a new town will pay its share of operating costs and capital costs apportioned in accordance with Section IV of the agreement, except that such new member town shall not pay any capital costs in accordance with Section IV on account of debt service on Minuteman's bonds dated March 1, 1973, and March 1, 1974, but in lieu thereof and as partial reimbursement to the members of Minuteman for their payments of capital costs on Minuteman's original school building, each new member town will pay to Minuteman for a period of ten years, commencing with the second year of the new town's membership and ending on the eleventh year of such membership, an annual surcharge of \$400 per pupil enrolled on October 1st of the prior year; and (c) that the effective date for the admission of a new member town will be July 1st following its acceptance of the amended Minuteman agreement and the acceptance by each of the existing member towns of the amendment admitting the new town; said amendment further providing for the admission of such of the Towns of Bolton, Dover, Lancaster, and Needham as accept and for their admission not earlier than July 1, 1980, in accordance with the Minuteman agreement amended as described above.~~

A true copy of the vote under Article 70 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held May 28, 1980.

ATTEST: *Christine M. Callahan*



CHRISTINE M. CALLAHAN, CMC

OFFICE OF THE TOWN CLERK  
TOWN OF ARLINGTON  
MASSACHUSETTS

TOWN HALL  
OFFICE HOURS  
9 AM TO 5 PM  
—  
TELEPHONE  
781-643-6700

TOWN CLERK

~~769533v1747745v1~~ARTICLE 72. ~~AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~

~~VOTED: (Unanimously) Amendment No. 3 to the agreement establishing the Minuteman Regional Vocational Technical School District~~

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District" as heretofore a ended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, or for such shorter term as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~E. Annually, on a date specified in the by laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No. 3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all the member towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3,~~

~~A true copy of the vote under Article 72 of the Warrant for the Annual Town Meeting of the Town of Arlington at the adjourned session held March 21, 1981. ATTEST:~~

*Christine M Callahan*

**~~AMENDMENT NO. 3 TO THE AGREEMENT ESTABLISHING THE MINUTEMAN REGIONAL VOCATIONAL TECHNICAL SCHOOL DISTRICT~~**

~~The agreement among the towns of Acton, Arlington, Belmont, Bolton, Boxborough, Carlisle, Concord, Lancaster, Lexington, Lincoln, Needham, Stow, Sudbury, Wayland and Weston entitled "Agreement with Respect to the Establishment of a Technical and Vocational Regional School District", as heretofore amended (the "Agreement") is hereby further amended as follows:~~

~~A. Subsection I (C) of the Agreement is amended by deleting the second sentence thereof, as inserted by Amendment No. 2, and substituting in its place the following sentence:~~

~~The moderator of each town that shall be admitted to the District pursuant to Section VIII of this Agreement shall, prior to the date on which such admission takes effect, appoint one member to serve on the Committee beginning on such date for a term of three years, measured from July 1 next preceding such date, or for such shorter term, measured from such July 1, as may be necessary to retain symmetry of terms on the Committee as a whole.~~

~~B. Subsection I (C) of the Agreement is further amended by deleting the last sentence thereof and substituting in its place the following sentence:~~

~~The term of each member of the Committee shall commence on July 1 of the year in which he or she is appointed.~~

~~C. Subsection I (E) of the Agreement is amended by deleting said subsection and substituting in its place the following subsection:~~

~~(E) Annually, on a date specified in the by laws of the District, the Committee shall organize and choose by ballot a chairman and a vice chairman from among its own membership.~~

~~D. Transition and Effective Date of Amendment No. 3. Amendment No. 3 to the Agreement, proposed by vote of the Committee adopted on October 7, 1980, shall take full effect on January 1 of the year following the year in which it has been accepted by all members towns and the terms of all the members of the Committee in office on such January 1 shall be extended to expire at the commencement of the term of their successors in the year in which their terms would otherwise expire pursuant to the Agreement as amended by Amendment No. 3.~~

# **Articles 8 & 9: The Community Preservation Act - CPA**

**WE SPEND \$247,518/YR** on average for community preservation. We pay 100% ourselves.

## **THERE IS A BETTER WAY**

**MASSACHUSETTS PAYS** communities that accept **CPA** matching funds for qualified purposes:

- **Historic Resources**, including reconditioning Boxborough's Town Hall; restoring Steele Farm's house and barn; preserving historic artifacts, records, monuments, stone walls, and cemetery headstones.
- **Community Housing**, including creating affordable housing for families, seniors, young people, and veterans. We can use CPA funds to help reach our 10% affordable housing goal and gain more control over Chapter 40B projects.
- **Outdoor Recreation and Open Space**, including creating or improving playing fields, playgrounds, walking paths, and tennis and basketball courts; preserving agricultural land; protecting water resources; and conserving open land, forests, and fields for public use.

**LAST YEAR'S MATCH RATE WAS 52%**. It has varied from 27% to 100%.

**WE QUALIFY FOR MATCHING FUNDS** by voting "yes" on Articles 8 & 9 at Town Meeting, and at the polls in November. This adopts a 1% annual RE tax surcharge, forms a Community Preservation Committee, and creates the Boxborough Community Preservation Fund to hold monies from the surcharge plus State matching funds.

**WHAT WE GIVE:** The surcharge starts in 2015 and adds \$88/year to the average RE tax bill. **Residents eligible for low income or low/moderate income senior housing are exempt.**

**WHAT WE GET:** Matching funds start in 2016. The surcharge raises \$162,841. A 52% match would add \$84,677. The \$247,518 total would fund our average community preservation cost for 1/3 less. **The less we pay ourselves, the more we save in taxes, as we could reduce the overall tax levy to offset the surcharge, yielding a lower tax rate.**

**WE CONTROL OUR FUND:** Town Boards responsible for community preservation, plus the Finance Committee and the Board of Selectmen, choose Boxborough's nine person Community Preservation Committee. It recommends projects to Town Meeting. **Voters decide how to spend the fund's money**, giving at least 10% to each qualified purpose. We can spend funds each year, or reserve them for later. Spending for qualified purposes can begin in 2015.

**WE CONTROL OUR FUTURE:** We set the surcharge and can change it at anytime. **There is no minimum.** The maximum is 3%. We can revoke CPA after 5 years and keep remaining funds to spend on community preservation.

*-Boxborough Board of Selectmen*

# **Communication Consulting Service**

16 Alling Drive. Gray, Maine 04039 Tel. 207-657-4009 Cell 207-831-3708

Attached are my findings upon examination of the town of Boxborough public safety communication systems. The goal of this report is to guide the town in their process to replace the ageing radio network. There is an abundant supply of new technology available today. We now have radios that are computer programmable and support over one thousand channels, compared to four channels that required a custom cut crystal to generate the proper transmit and receive frequency. We have microwave radios that today cost a fraction of the price and have much improved performance.

The one thing that has not changed is the physics of radio propagation, and an argument could be made that propagation has gotten worse as the amount of radio spectrum declines due to ever expanding use.

The public's perception of radio today is one of being able to talk anywhere anytime with nothing more than a simple earpiece. Since the 2013 FCC requirement that public safety users reduce their spectrum use by 50% (narrowband) radio coverage has suffered. I have numerous customers that constantly ask why we can't communicate like we see on television. Although this type of communication is available, what is not shown is the billions of dollars in infrastructure that makes this possible.

## **Findings:**

The town of Boxborough's communication system consists of three separately installed systems operating on different bands. The Police Department utilizes a VHF repeater with a single remote receiver. The Fire Department operates on a mixture of UHF and LOW band with a cross band repeater. The DPW operates on Low Band with direct unit to unit communications.

There is limited interoperability between town departments. The Fire and DPW may be able to communicate but there is no communication between the Police department and both Fire and the DPW.

## **Police Department Infrastructure:**

The Police Department radio system operates on VHF High Band on a frequency of 154.6475 MHz this current system was installed in 2001. A repeater located at 85 Swanson Road acts as the only transmitter site and one of two receiver sites. The second receiver is located at the Hager cell tower. Both receivers are connected to a comparator voter located at the dispatch center connected via lease telephone lines. The radio equipment used in this configuration is a mixture of a Motorola repeater, GE master two remote receivers, Ericsson voter and a GE keying panel. It is generally recommended that all receivers in a voter system be the same make and model due to audio and timing difference between brands. Most of this equipment has reached the end of its useful life expectancy, and in one case, the department had to buy parts on E-bay to keep the system operational.

# **Communication Consulting Service**

16 Alling Drive. Gray, Maine 04039 Tel. 207-657-4009 Cell 207-831-3708

These lines are a constant source of trouble. The day I was on site I had an opportunity to listen to radio traffic on the Police channel. It was horrendous. I could barely make out what the officer was saying. When I switched my radio to the mobile transmit frequency, bypassing the radio repeater system, I could hear the officer quite clearly. The phone lines are introducing terrible amounts of distortion, hum and high frequency roll off into the radio system. Additionally, the old copper phone lines have become quite un-reliable and are the source of chronic outages. Most telephone companies are not maintaining these lines any longer. The telephone companies' ability to make them perform as designed is limited. The personnel and equipment required to maintain these lines is dwindling fast with the advent of digital and fiber optics lines.

The Police Department has coverage issues in the north east part of town along with, in building coverage in numerous areas. This obviously is a very serious condition and it presents a serious safety issue for the officers. This department needs an infrastructure upgrade.

## **Police Department Mobiles and Portable Radios:**

This department uses Motorola XTS1500 portables and Motorola MCS2000 and XTL2500 mobiles. These are both current products and supported by Motorola. Both are excellent products for this application. No changes to this equipment are recommended.

## **Fire Department Infrastructure:**

The Fire Department has a single cross band UHF/LOW band repeater at the Hagar cell site operating on 46.5 MHz and 471.600 MHz the Fire Department also has a backup low band transmitter at the 85 Swanson Road cell site connected by a phone line to dispatch. This arrangement using a cross band repeater allows the Fire Department to use UHF portables and communicate over the low Band fire channel. Both the repeater and the base station are based on mobile radios. The Swanson Road base station has an additional 100 watt amplifier tied to it. The use of mobile radios as base stations is not recommend practice especially for public safety applications. (See note 1) The Fire Department is also suffering with the same phone line issues and coverage issues as the Police Department. In building portable coverage is a major concern to the Fire Department as they depend on using their Vehicle repeaters system on a fire ground, especially during the first few minutes of a response when limited personnel are on scene. This department needs an infrastructure upgrade.

## **Fire Department Mobiles and Portable Radios:**

This department uses Motorola HT1250 Portables and Motorola CDM1250 mobiles. These are both current products and supported by Motorola. Both are excellent products for this application. No changes to this equipment are recommended.

# **Communication Consulting Service**

16 Alling Drive. Gray, Maine 04039 Tel. 207-657-4009 Cell 207-831-3708

## **Department of Public Works:**

This department has the simplest of radio systems, operating on a low band simplex channel of 46.58 MHz. There is a mobile radio at the garage that is used as a base station connected to a Ringo Ranger antenna that appears in poor condition. (see note 1)

## **Department of Public Works Mobile Radios:**

This department has mostly Motorola CDM750 radios in their trucks with a couple of Vertex and Kenwood mobiles as well. They also suffer from coverage issues within the town and they are not able to talk to the Police Department directly. This department needs an infrastructure and mobile and portable radio upgrade.

## **Dispatch-Console:**

The Dispatch console is the heart of any dispatch center. The console is connected to multiple radios in the field and is the means for the dispatchers to have a single communications device that will communicate with multiple radios on multiple frequencies.

The dispatch center runs two different models of consoles (highly unusual) for its two dispatch positions. The Motorola Comtegra is used at the second position with a Motorola Command lite at the primary dispatch position. Having two independent consoles connected to the same termination points can be problematic if not configured correctly. This can result in impedance loading and level problems on the circuits it is connected to.

The consoles are not interconnected operationally to each other as they are different models. In a normal two or more position system, the consoles work together so that each dispatcher knows the status of the other console. For example, when one dispatcher is talking on the police channel, the other dispatcher console will indicate the police channel in use. This prevents communication crashes when two dispatchers try to talk on the same channel at the same time.

The physical layout of the dispatch center located within the Police Department building is large enough to support two dispatchers at one time, any more and it would be a bit cramped. It has good light and is quite secure due to its location. It does have some vulnerability being alongside Massachusetts ave. A vehicle that goes off the road, either accidental or intentional, could hit the dispatch center and make it inoperable. Maybe a guard rail on the street would be in order to help minimize this risk.

## **Wireline:**

The Verizon phone lines are a major source of ongoing trouble to the Police and Fire Departments. The departments experience extremely poor audio quality and reliability with these lines. Phone companies today have very limited resources in maintaining these types of lines as they are not very common any longer. Phone companies have migrated over to digital and fiber optics and in many cases no longer have the personnel to maintain these analog circuits or lines.

# **Communication Consulting Service**

16 Alling Drive. Gray, Maine 04039 Tel. 207-657-4009 Cell 207-831-3708

## **Voter:**

The voter is a two channel unit built by Erricson. This was installed in the system upgrade of 2001. It is no longer a current unit and support no longer exists.

A comparator voter takes the receive signal from one of more receivers located within the desired coverage area and compares them to each other. It then selects the best quality signal and forwards it to either a repeater or the dispatch console.

## **Licensing:**

There are numerous FCC licensing issue within the town that need to be addressed ASAP.

## **Frequency bands:**

Low Band (LB): 30-50 MHz Long range poor building penetration

Very High Frequency (VHF): 147-174 MHz Shorter range, good building penetration compared to Low band

Ultra High Frequency (UHF):450-512 MHz Shorter range, excellent building penetration compared to VHF

## **In Conclusion,**

It is my professional opinion that all departments need an upgrade to their communication systems.

## **Recommendations:**

Based on the needs assessment and talking with town officials, A new radio system should be built for the three town agencies. A voting simulcast repeater system located on three sites would be recommended for the Police and Fire Departments with a new site developed on Middle Road, the highest point in town. I would further recommend that the Department of Public Works get licensed on VHF high band and reuse the existing Police Departments repeaters that are still in good working order but not suitable for simulcast radio systems. In addition, a new dispatch console is required to improve the reliability of the radio system infrastructure.

# Boxborough Massachusetts

Public Safety Radio System

# Mission

- Evaluate the current Police, Fire and Public Works radio communications .
- Determine the current and future needs of the public safety communications.
- Strategic and Specific recommendations to assure and improve the safety of the public.
- Provide those emergency services within an efficient and cost effective communications system.

# Existing System Overview

- Three separate radio systems.
- The Police Department utilizes a VHF Repeater.
- The Fire Department operates on a mixture of UHF and Low Band with a Cross band Repeater and Remote Low Band Base station.
- The DPW has no Repeater, only (Simplex)radio to radio communication.

# Findings

## Dispatch Console

- Two different Motorola models.
- No communication between consoles.
- Both models discontinued.
- No technical or parts support.

# Motorola Comtegra



# Motorola Command Star Lite



# Findings

## Fire Department Infrastructure

- Single Station located at 85 Swanson Road.
- Mobile radio with external 100 watt amplifier.
- Base Operates on Low Band 46.50 MHz
- Connected by Leased Analog Telephone Lines.
- Constant Telephone Line problems.
- Coverage issues to the east and in buildings.
  
- Cross band UHF/Low band repeater at Hager Cell Site.
- Operates on UHF/ Low Band 471.600Mhz/  
46.50Mhz.

# Findings

## Police Department Infrastructure

- Single Base Station located at 85 Swanson Road.
- Operates on VHF High Band 154.6475.
- Connected by Leased Telephone Lines.
- Constant Telephone Line problems.
- Coverage issues to the east and in buildings.
- Second repeater for Hager cell site out of service for over 75 days.
- Officers must change channels, Safety issue.

# Findings

## DPW Infrastructure

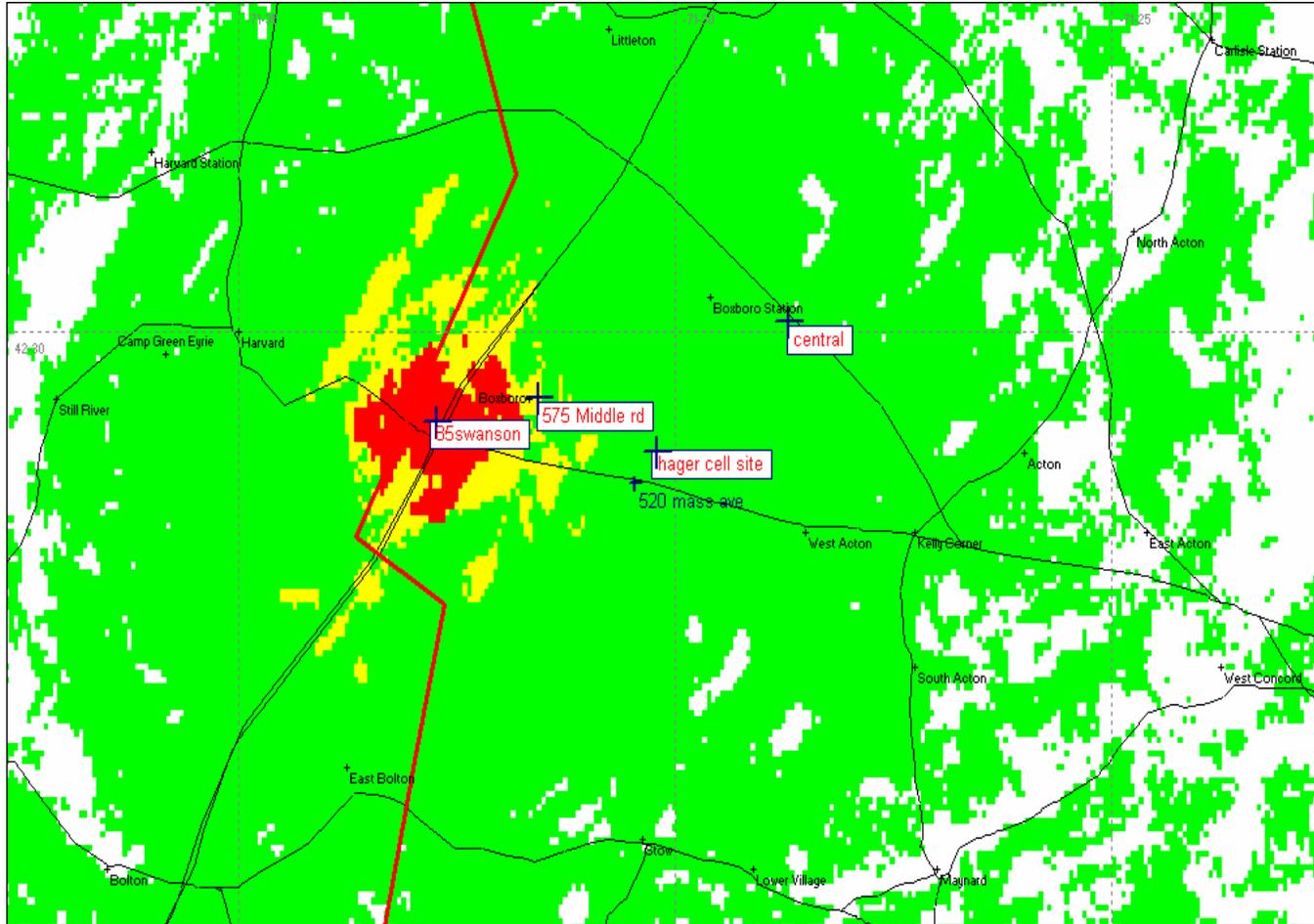
- Single Base Station located at DPW garage.
- Mobile radio used as Base Station.
- Operates on Low Band 46.58 MHz
- Coverage issues in town.
- Simplex Radio to Radio communication.
- No FCC License
- Interoperability with Fire Department only.

# Findings

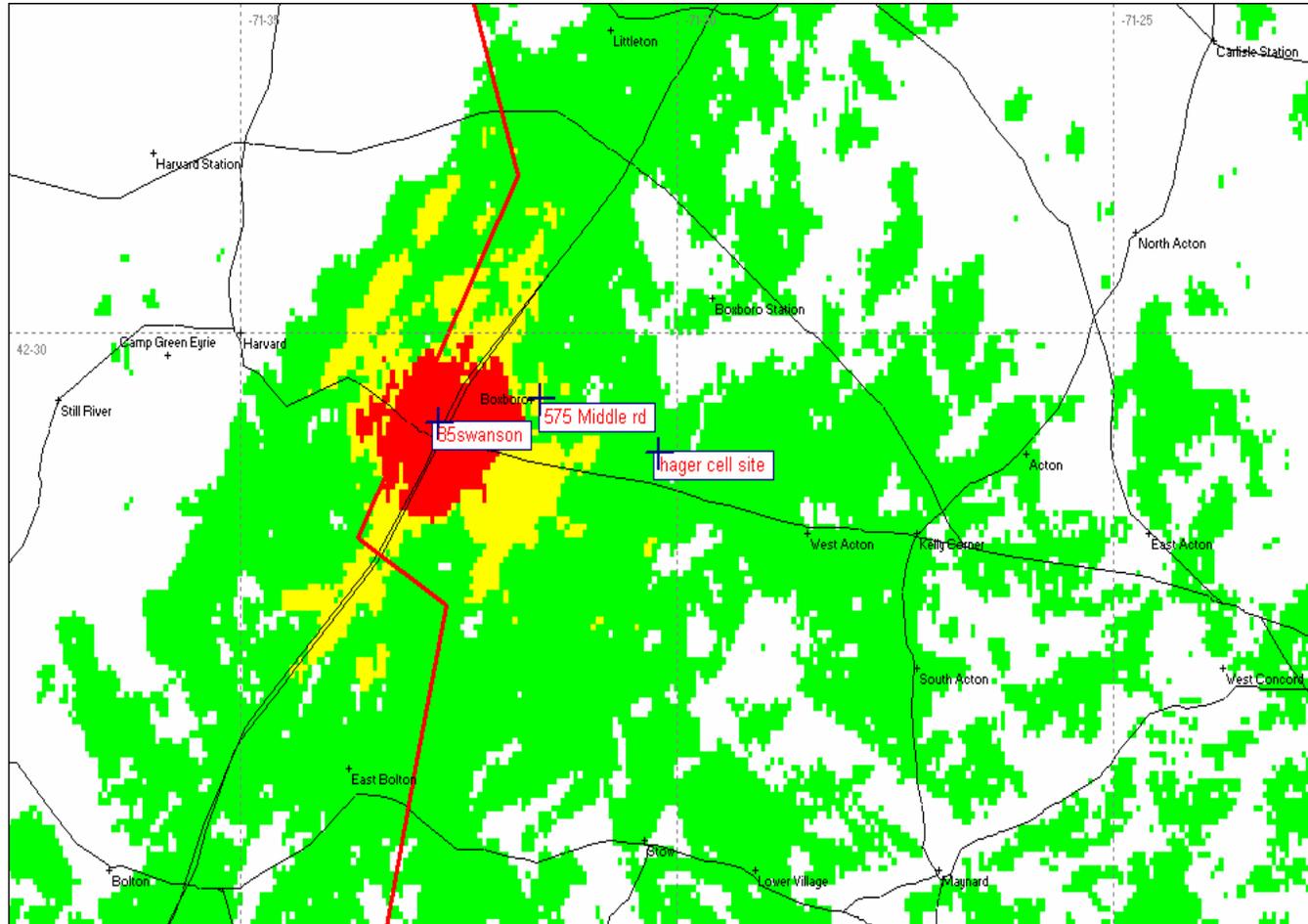
## Mobile and Portable Radios

- Fire Department
  1. CDM1250 Mobiles
  2. HT1250 Portables
  3. Pyramid SNR200 Vehicle Repeaters
- Police Department
  1. MCS2000 Mobiles
  2. XTL2500 Portables
- DPW
  1. Mixture of Models
  2. CDM1250 Mobile
  3. Kenwood Mobile
  4. Vertex Mobile
  5. No Portables

# Existing VHF Talk Out



# Existing UHF Talk Out



# Recommendations

## New Infrastructure Police and Fire

- Dispatch Console with Cross Band Patch.
- Three site UHF Simulcast System.
- Three site VHF Simulcast System.
- Point to Point link to interconnect all sites.
- Locations:
  - Swanson Road
  - Middle Road
  - Hager Cell site

# Recommendations

## New Infrastructure DPW

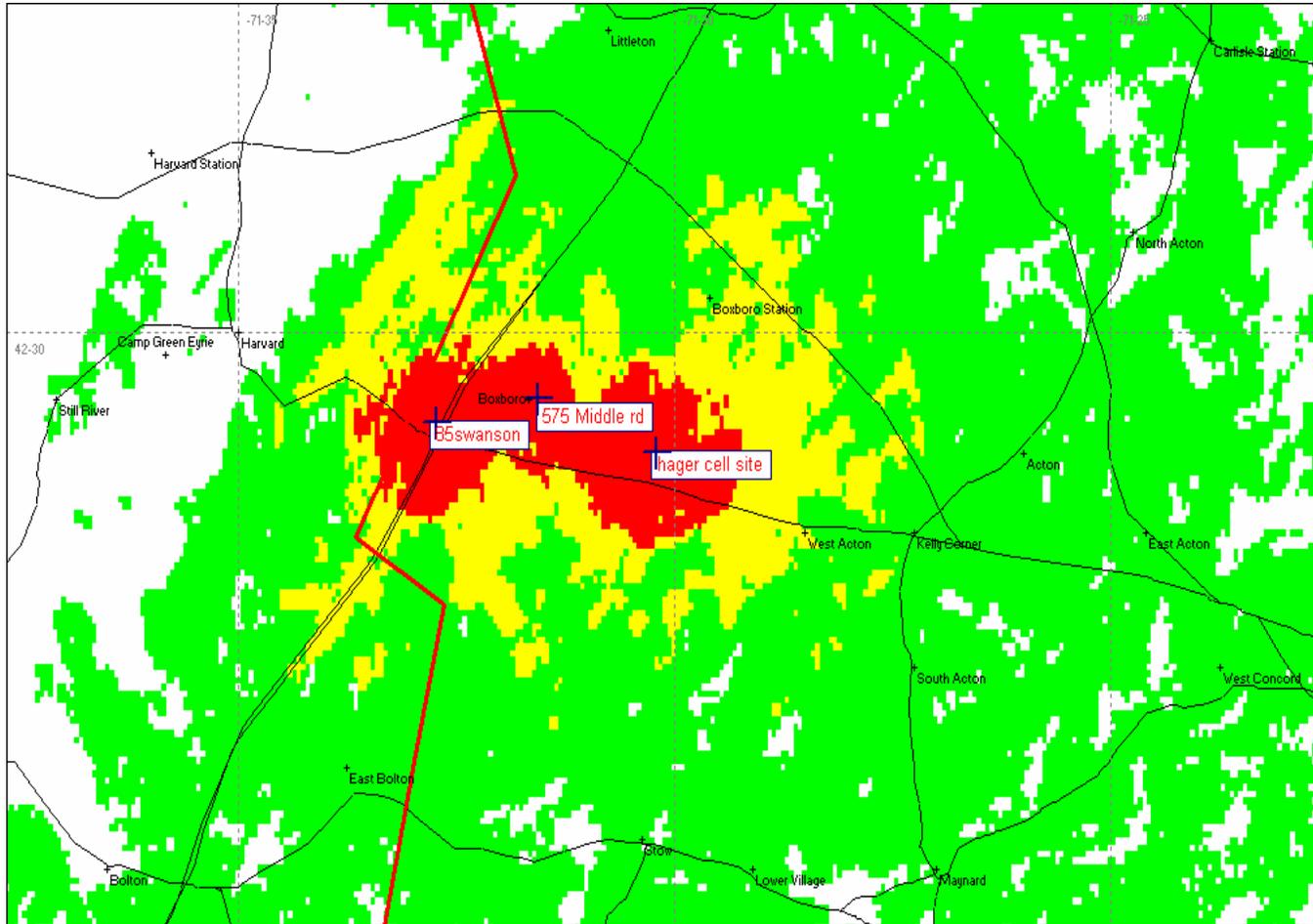
- New Base Radio.
- New Base station antenna and mounting System.
- File for New FCC license (may require frequency Change).

# Recommendations

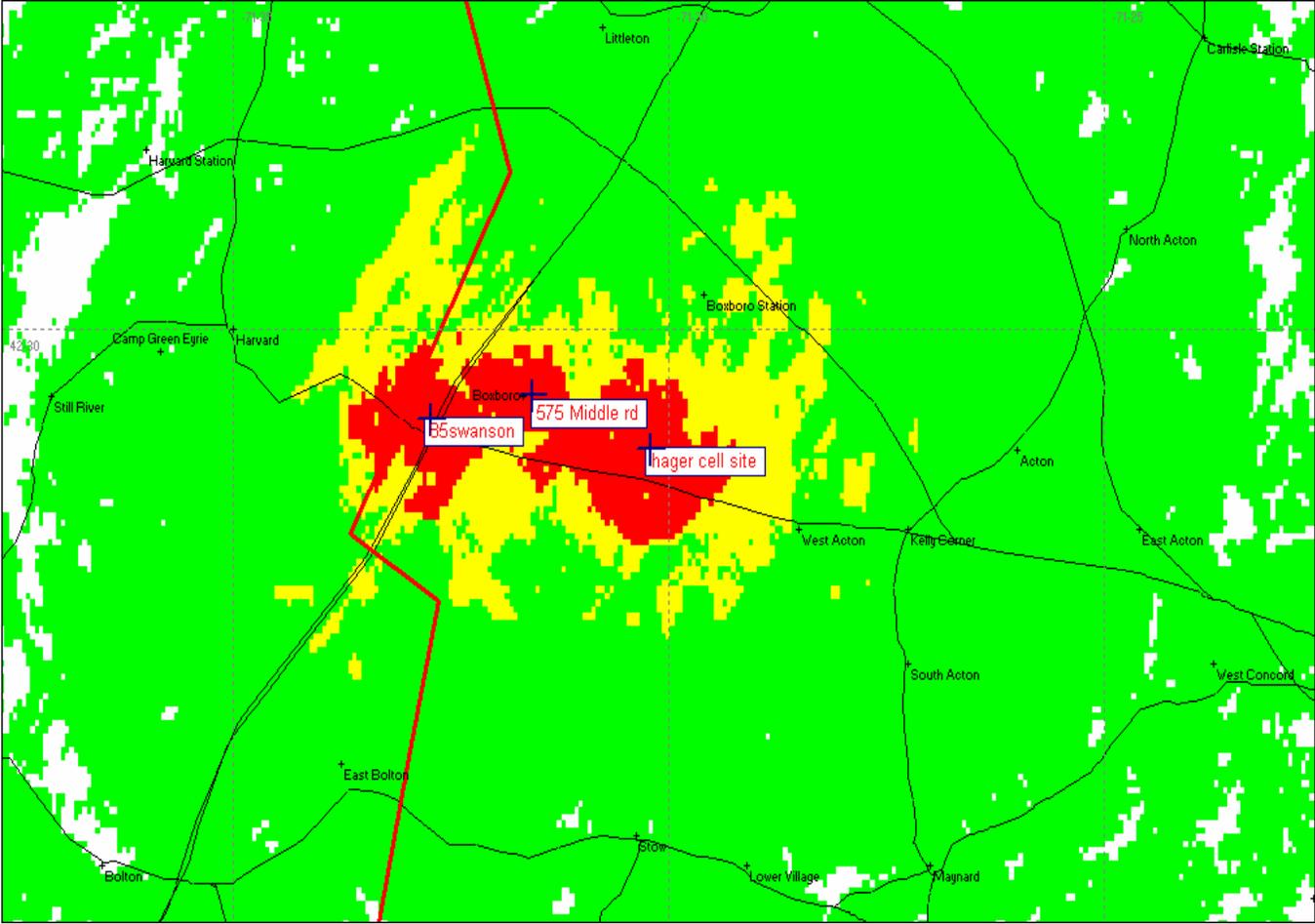
## Mobiles and Portables

- Fire Department Mobiles and Portables.
  - Current models in good working order.
  - Need a couple of Vehicle Repeaters.
- Police Department Mobiles and Portables.
  - Current models in good working order.
- DPW Mobile and Portables.
  - Need additional Mobiles.
  - Need Portables.

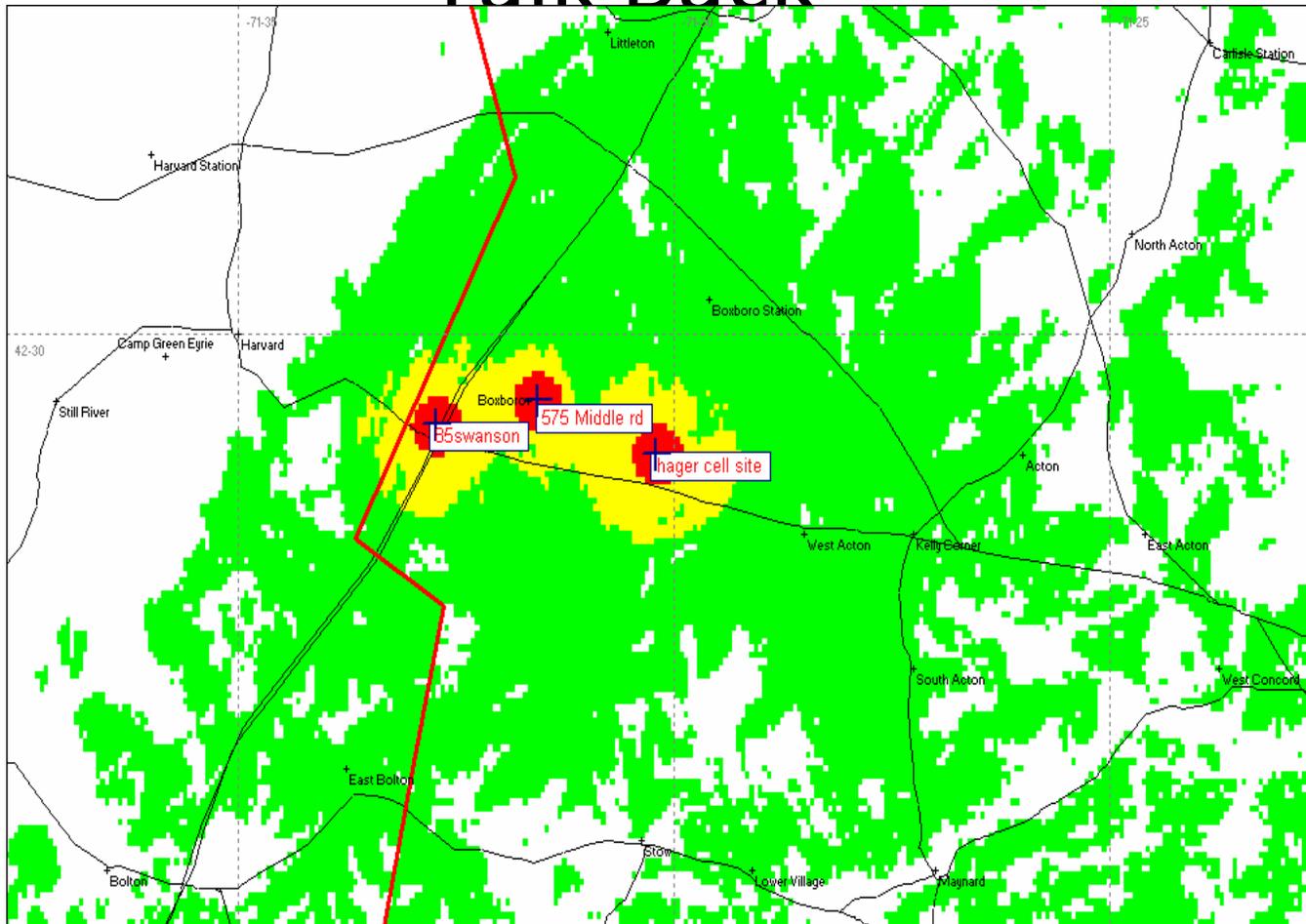
# Proposed New Fire Department UHF Talk Out



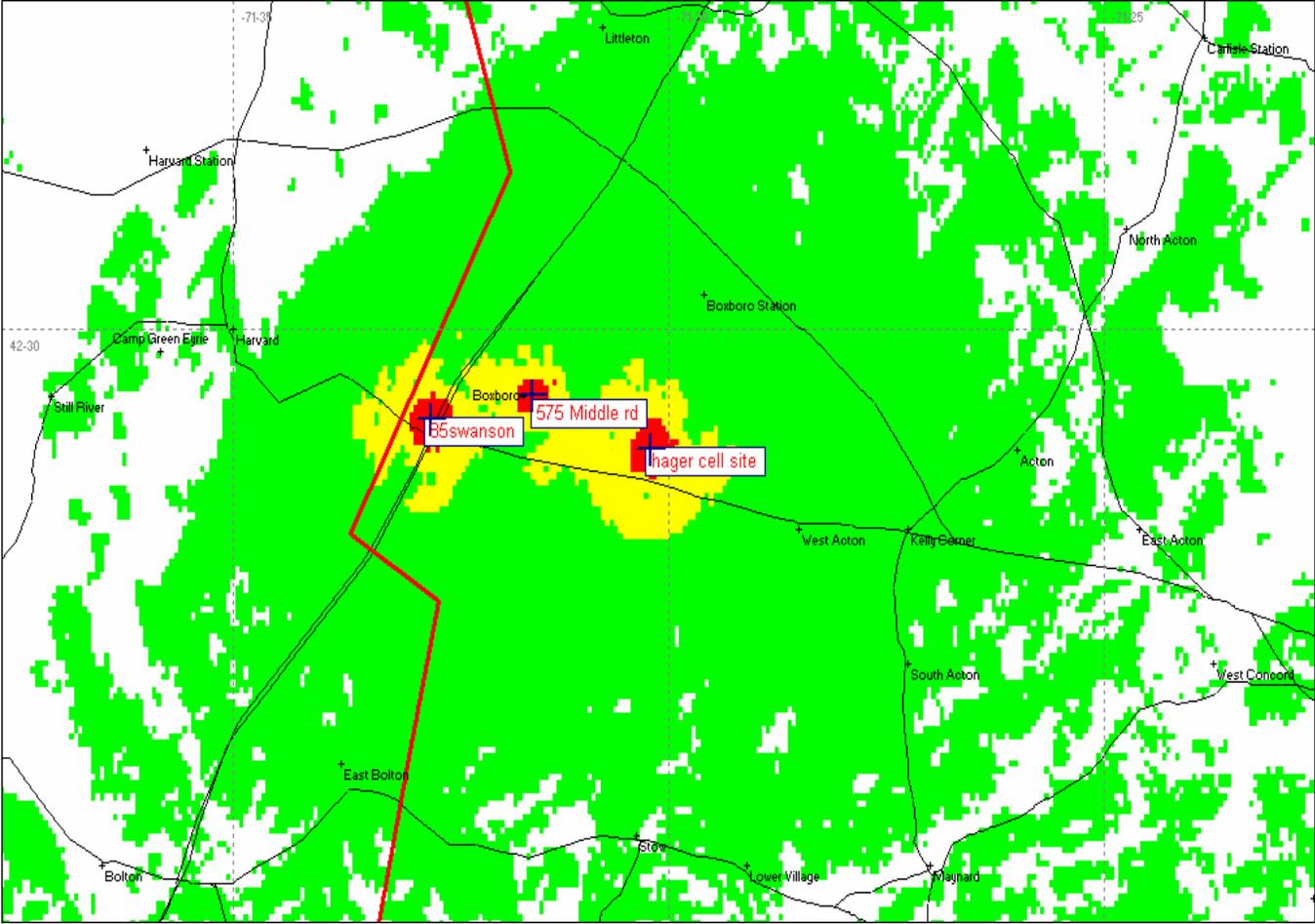
# Proposed New Police Department VHF Talk Out



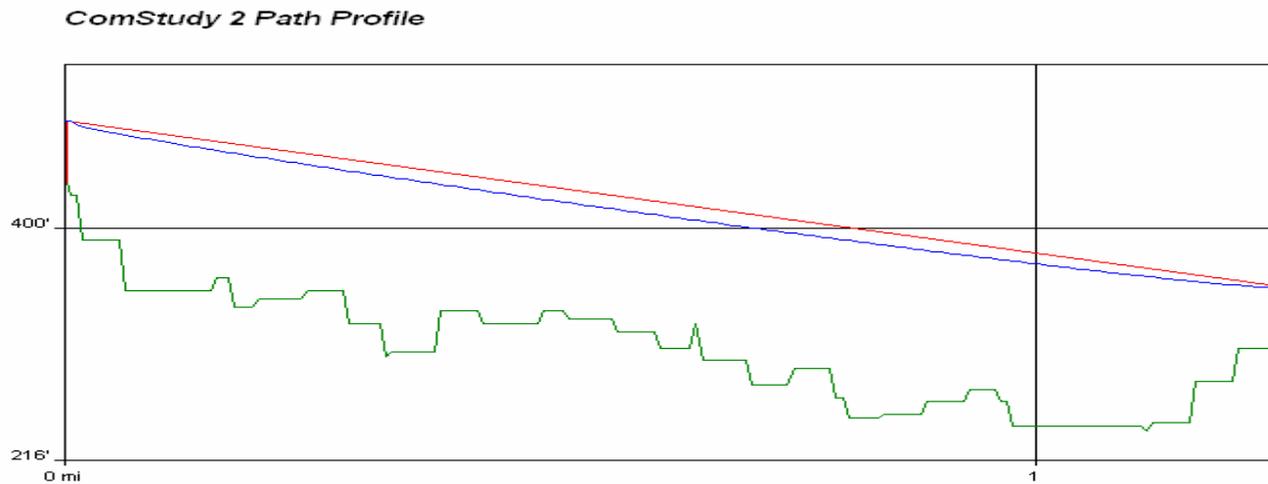
# Proposed New Fire Department UHF Mobile Talk Back



# Proposed New Police Department VHF Mobile Talk Back



# Proposed New Point to Point Link Middle Road to Hager Cell Site



### **575 Middle rd**

Lat: 42-29-30.3 N  
Lon: 71-31-34.1 W  
AMSL: 437 ft  
Tower AGL: 50 ft

### **hager cell site**

Lat: 42-29-06.4 N  
Lon: 71-30-11.8 W  
AMSL: 305 ft  
Tower AGL: 49 ft

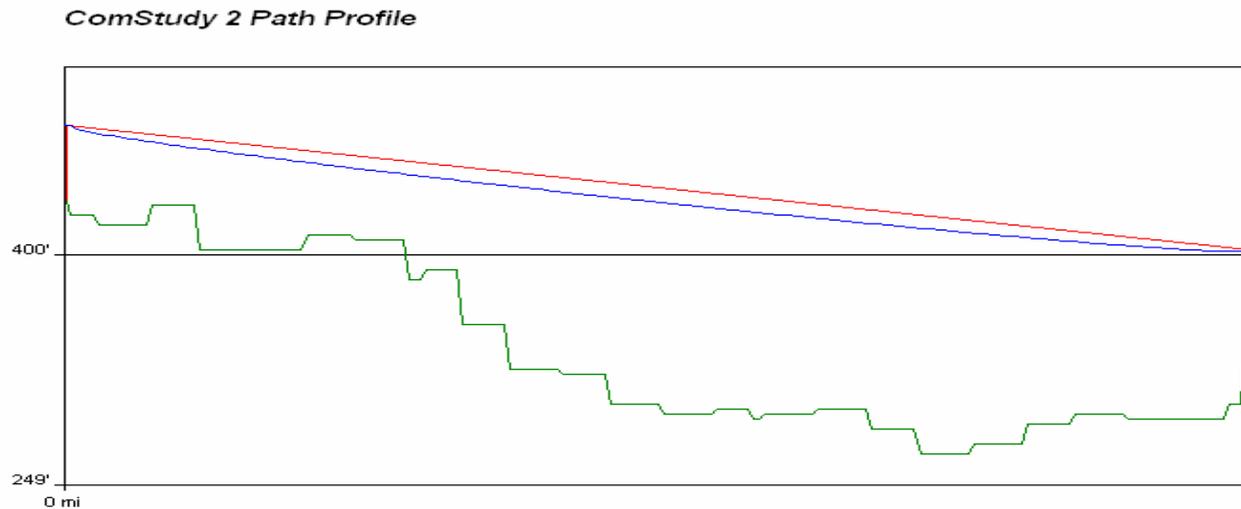
### **Profile Info**

Distance: 1.25 mi  
Bearing: 111.46 deg  
# of points: 200  
K value: 1.333  
Frequency: 4900  
Clearance: 0.6

### **Losses**

Base Loss: 112.3 dB  
Fade Margin: 45.7 dB  
Diffraction: 0.0 dB  
Fresnel: 0.0 dB

# Proposed New Point to Point Link Middle Road to Swanson Road



### **575 Middle rd**

Lat: 42-29-30.3 N  
Lon: 71-31-34.1 W  
AMSL: 437 ft  
Tower AGL: 49 ft

### **85swanson**

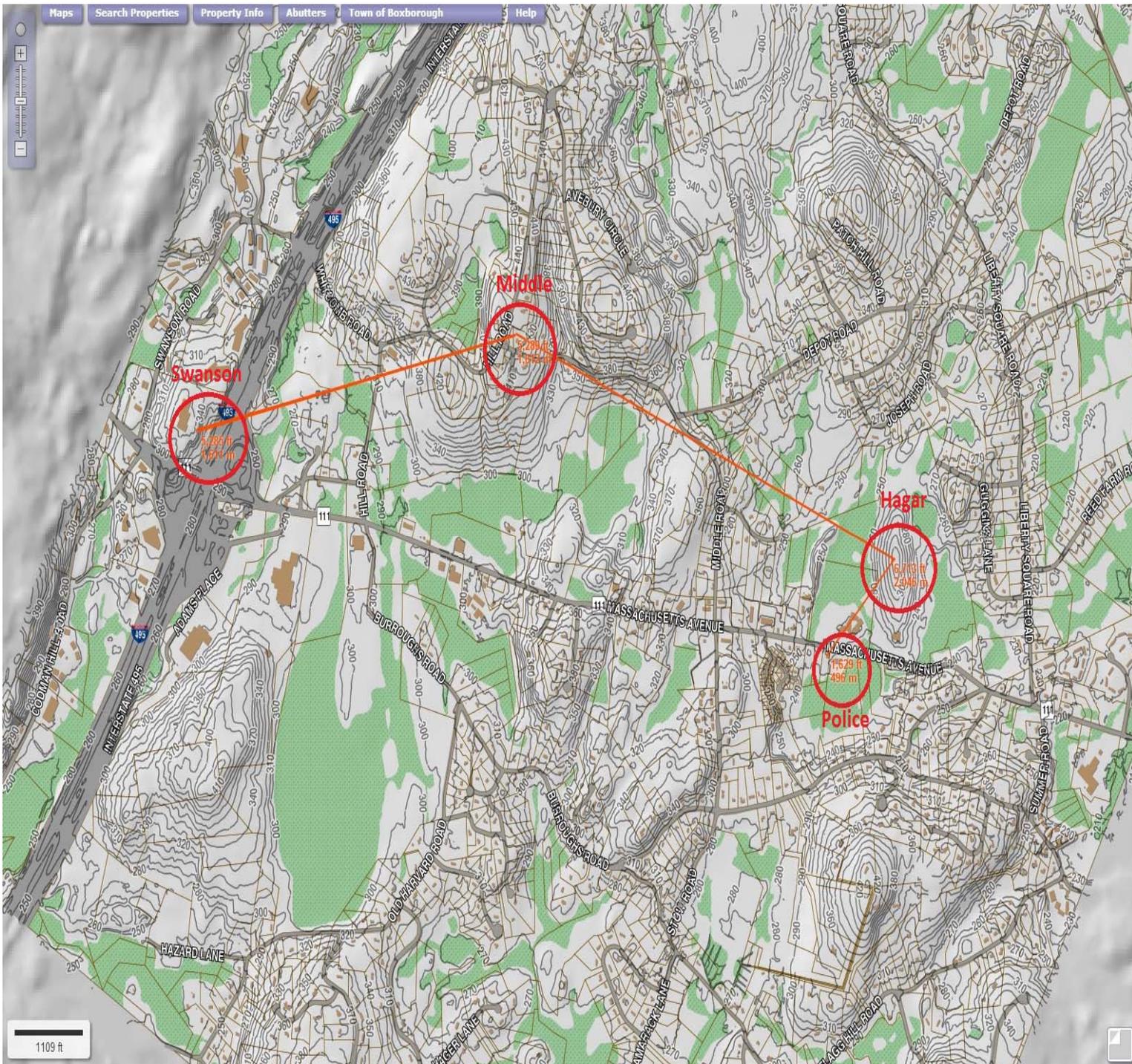
Lat: 42-29-19.4 N  
Lon: 71-32-43.4 W  
AMSL: 354 ft  
Tower AGL: 49 ft

### **Profile Info**

Distance: 1.00 mi  
Bearing: 257.99 deg  
# of points: 200  
K value: 1.333  
Frequency: 4900  
Clearance: 0.6

### **Losses**

Base Loss: 110.4 dB  
Fade Margin: 47.6 dB  
Diffraction: 0.0 dB  
Fresnel: 0.0 dB



## Middle Road to Hager Cell Tower



## Middle Road to 85 Swanson Road



## Budgetary costs

- 2 position Dispatch Console      \$  
80,000
- 6 Simulcast transmitters  
\$110,000
- 4 Microwave Radios w/ MUX      \$  
98,000
- 2 JPS Raytheon Voters              \$  
17,000
- Hardware, cables, antennas      \$  
25,000
- Installation                          \$  
58,500

# Middle Road

- Cost involved in developing Middle road site are not included in the budgetary pricing.
- Acquisition of a pole and installation.
- Trenching under ground service to building.
- Remodel or electrical work needed in basement of building.

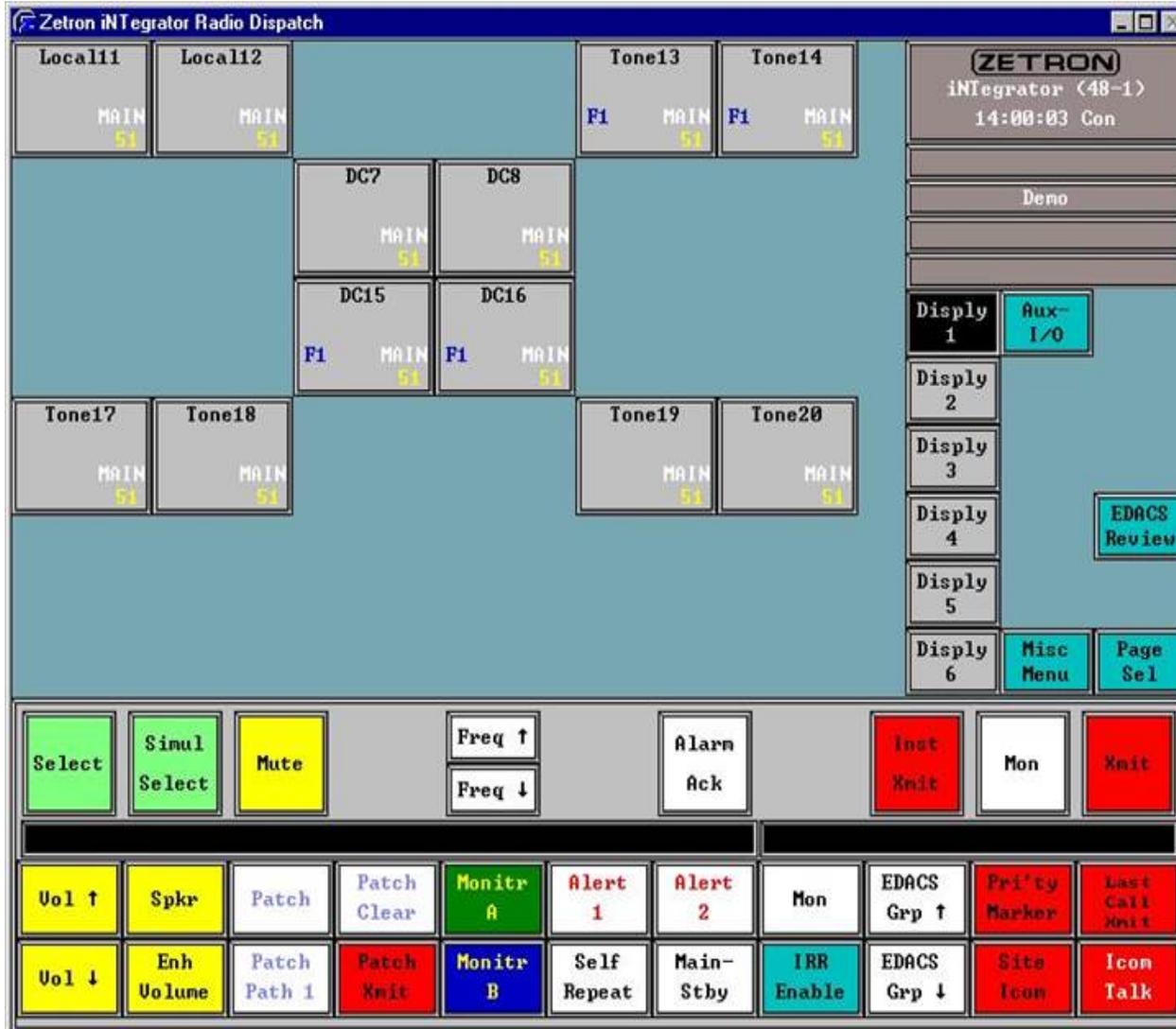
# New Dispatch Console

- Current model fully supported by manufacture.
- Hot standby on critical components.
- Cross band patch solves interoperability issue as police, Fire and DPW can be connected or Patched together to communicate as required.
- Remote I/O door controls, monitoring etc.
- Multiple dispatcher operation with status indication.

# Zetron 4000 Console



# Zetron Integrator RD console



## **Boxborough Well-Being Committee**

### **Proposal for Pilot Community Services Coordinator Position**

- I. Historical Roots of Human Services in Town**
- II. History of Well-Being Committee**
- III. Overview of Need**
- IV. Selected Socio-Economic Data**
- V. Why We Need a Community Services Coordinator**
- VI. Our proposal: A Pilot Program for a Community Services Coordinator for 8-12 hours not to exceed \$25, 000**

**Appendix: How Some Neighboring Towns Handle Local Human Services**

## **I. Historical Roots of Human Services in Boxborough**

- **From its beginning as a town, Boxborough has always taken on responsibility for its poor and needy.**
- **The original incorporation act of 1783 states:**

**“The Inhabitants of the said District (Boxborough) shall...provide for the Support of all the Poor who were Inhabitants within the said District before the passing of this Act, and shall be brought back for Maintenance hereafter...”**

## **II. History of Well-Being Committee**

- **In 2009, informal committee formed in response to perceived need in town for social services**
  - **Clergy in Acton and Boxborough overwhelmed by increased needs of town residents for services as a result of recession**
- **“Human Services Directory” compiled; Acton hires a Community Services Coordinator**
- **In 2011, an ad hoc committee formed to continue to monitor needs**
  - **Service providers (Food Pantries, Domestic Violence Network, Friend-in-Need, etc.) invited to address committee on what they were seeing**
  - **Committee noted fragmentary response to needs**
- **In 2013, Well-Being Committee appointed by the Board of Selectmen in order to formalize efforts**
  - **Representation from local clergy, COA, police, fire, school, BOH, BOS, public health to ensure input from a broad range of constituencies**

### III. Overview of Need

	2011	2012	2013
<b>Acton Food Pantry</b>	<b>59 families/163 individuals</b>	<b>55 families/150 individuals</b>	<b>63 families/171 individuals</b>
<b>Families receiving fuel assistance</b>	<b>28</b>	<b>31</b>	<b>28</b>
<b>Families receiving reduced/free school lunch</b>	<b>17</b>	<b>23</b>	<b>19</b> <b>27 for 2014</b>
<b>Domestic Disturbances (police)</b>	<b>21</b>	<b>22</b>	<b>30</b>
<b>Domestic Violence Network: Victim Assistance</b>	<b>16</b>	<b>14</b>	<b>18</b>
<b>Unemployment*</b>	<b>5.4</b>	<b>5.0</b>	<b>5.1</b>

\*From 2004-2008, unemployment averaged 3.5%. In 2009 and 2010, the average was 6.2%.

**Blanchard School:** Current school year there have been 9 referrals to families for outside counseling, 5 requests for help with children unrelated to school.

**Acton Community Services Coordinator:** Worked with 15 Boxborough individuals for approximately 30 hours for 2013.

**Data from Blanchard School, Boxborough Police, Acton Community Services Coordinator, ABUW, US Census 2012 update, State Unemployment data**

#### IV. Socio-Economic Data for Boxborough from 2012 US Census update

- Percentage of families whose income below the poverty level\*: 3.7% (48 families)
- 30% of families headed by single female have incomes below the poverty level (38 families)
- 1% of married couple families have incomes below poverty level (10 families)

Type of Family	Total number	% below poverty level	# below poverty level
All families	1,285	3.7%	48
Married Couple Families	1,112	1%	10
Female only HOH	127	30%	38
Male only HOH	46	0	0

Note: 30% of Boxborough families earn over \$200,000; 47% earn \$150,000 or more; 80% earn \$100K or more.

\*Poverty level: Varies with family size. An income of \$24,000 or less for a family of four is considered poverty level.

Additionally, 26 Boxborough families receive public assistance income, which are cash payments to poor families, and 24 families receive SNAP benefits (food stamps).

## **V. Why We Need a Community Services Coordinator**

- **Recession hit hard – employment still not back to pre-recession levels**
- **Recovery has been uneven leaving some households with fragile hold on financial security**
  - **Increase in number of one-time requests for emergency cash assistance**
- **Domestic disturbances, including domestic violence, have increased**
- **Increase in families accessing local food pantries**
- **Reports of increase in level of stress felt by students—as reported to school psychologists/guidance counselors and findings from the Youth at Risk Survey**
- **Increase in number of people accessing Eliot Community Health Center for mental health issues**
- **More parents seeking help with children with issues unrelated to school**
- **Fragmented response to need—school, clergy, public safety**
- **Existing infrastructure not keeping up with need**
- **Boxborough residents seeking services from Acton Community Services Coordinator**
- **Access to state and federal services complicated and eligibility requirements vary**

## **Proposal: Fund a Pilot Program for a Community Services Coordinator**

### **The individual would:**

- **provide 8-12 hours per week of assistance to Town residents —not to exceed \$25K**
- **have a Master of Social Work or equivalent**

### **Responsibilities of the position to include:**

- **Assist residents in applying for state and federal benefits**
- **Provide liaison services to schools**
- **Work with Council on Aging to provide outreach to seniors**
- **Collaborate with other Town departments as needed**
- **Provide outreach and follow-up services to at-risk individuals and families, including the elderly**
- **Collaborate with religious/community organizations that service the Boxborough community**
- **Provide an essential and confidential communication link among service providers**
- **Provide case management and referral resources for those in need of mental health services**

## Appendix: How Some Neighboring Towns Handle Local Human Services Needs and Coordination of Services

<b>Town</b>	<b>Acton</b>	<b>Concord</b>	<b>Stow</b>	<b>Sudbury</b>
<b>Title</b>	<b>Community Services Coordinator</b>	<b>Community Services Coordinator</b>	<b>Town Social Worker</b>	<b>Community Social Worker</b>
<b>Licensure</b>	<b>BSW</b>	<b>MSW</b>	<b>MSW/LICSW</b>	<b>LICSW/MHP</b>
<b>Hours/Week</b>	<b>40</b>	<b>30</b>	<b>15</b>	<b>40</b>
<b>Population</b>	<b>22K</b>	<b>18K</b>	<b>6.6K</b>	<b>18K</b>
<b>Ages Served</b>	<b>Residents under age 60</b>	<b>Residents under age 60</b>	<b>All ages</b>	<b>All ages</b>

**Services Provided:** Short-term case management  
 Crisis intervention and outreach  
 Access to information and referral, advocacy and support  
 Assistance with applying for Food Stamps, Fuel Assistance, MassHealth, veteran's benefits

**Definitions:**

**BSW:** Bachelor of Social Work  
**MSW:** Master of Social Work

**LICSW:** Licensed Independent Clinical Social Worker  
**MPH:** Mental Health Professional