

AGREEMENT

BETWEEN

THE TOWN OF LEXINGTON, MASSACHUSETTS

AND

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THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL #1491

JULY 1, 2004 - JUNE 30, 2007

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THIS AGREEMENT is entered into by and between the Town of Lexington, a municipal corporation in Middlesex County, Massachusetts, acting through its Town Manager, hereinafter called the "Municipal Employer", and the International Association of Fire Fighters, Local #1491, an unincorporated association, its officers and members jointly and severally, hereinafter called the "Union".

WHEREAS, under Chapter 150E of the General Laws, municipal employees are given the right to bargain collectively; and

WHEREAS, the Municipal Employer desires to cooperate with its employees under the terms of said enabling legislation.

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

Article 1. Recognition and Description of Unit

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The Municipal Employer recognizes the Union for the purposes of collective bargaining on questions of wages, hours and other terms and conditions of employment as the exclusive representative of a unit consisting of all regular uniformed fire fighters of the Town of Lexington, excluding the Fire Chief, Assistant Fire Chief and civilian fire dispatchers.

Article 2. Management Rights

It is understood and agreed that the Town Manager is responsible for the control and direction of the Fire Department of the Town of Lexington; and that the Fire Chief is in immediate control of the Fire Department; and that both the Town Manager and Fire Chief are public officers established under and with powers provided by statutes of the Commonwealth of Massachusetts. The Town Manager and Fire Chief shall continue to control and direct the Fire Department of the Town of Lexington in accordance with the power, rights and duties conferred upon them by statutes or by any rule or regulation of any agency of the Commonwealth and in accordance with the terms of this Agreement. As to every matter not provided for in this Agreement, the Town Manager and Fire Chief retain all the powers, rights and duties that they have by law and may exercise the same at their discretion without such exercise being made the subject of a grievance or arbitration proceeding hereunder.

Article 3. Union Security

1. The Municipal Employer agrees that no reprisals of any kind will be taken by it against any employee covered by this Agreement by reason of his membership or non-membership in the Union or his participation or non-participation in any lawful Union activities, provided such activities shall not be carried on in such manner as to interfere with the performance of his duties.

2. The Town agrees to deduct and turn over to the Treasurer of Local #1491, on a monthly basis, union dues as authorized by individual Union members in the manner prescribed by the Comptroller.

Article 4. Agency Service Fees

Section 1. Pursuant to General Laws Chapter 150E, Section 12, it shall be a condition of employment in the bargaining unit, or the effective date of this Agreement, whichever is later, each and every member of the bargaining unit shall pay to the Union an agency service fee which shall be proportionately commensurate with the cost of collective bargaining and contract administration.

The agency fee shall be deducted bi-weekly and shall be seventy - five (75%) percent of the sum set from time to time by the Union as its dues. No deduction shall be made by the Town without an executed authorization, in the form attached to this Agreement, submitted to the Town.

Section 2. The Union agrees to indemnify the Town for assessed damages or costs incurred in complying with this Article. No request to dismiss or suspend an employee for non-compliance shall be made by the Union as long as there is a dispute whether the service fee is "proportionately commensurate" with the cost of collective bargaining and contract administration.

Article 5. Observance of Duties

The Union and the employees covered under this Agreement agree that they will not engage in, induce, or encourage any strike, work stoppage, slowdown or withholding of any service by said Union or any employee covered by this Agreement.

Article 6. Salaries and Other Conditions of Employment

The Union recognizes the existence of a Salary Schedule and Rules and Regulations of the Lexington Fire Department (except as otherwise provided by Law). Salaries for the employees covered by this Agreement for the period from July 1, 2004 to June 30, 2007 shall be paid in accordance with Exhibit A. This salary scale shall include across the board wage increases during the term of the contract,

computed on the top step fire fighter's pay, in the following amounts:

- . \$100 to Base retroactive to June 30, 2005
- . Two and one half percent (2.5%) retroactive to July 1, 2005
- . Two and one half percent (2.5%) effective July 1, 2006
- . One/Half percent (1/2%) effective June 30, 2007

The Union and the Municipal Employer agree that the Rules and Regulations of the Lexington Fire Department, as presently in force, shall be incorporated into this Agreement and will prevail except as otherwise provided by law. In the event of a conflict between the Department rules and regulations on the one hand, and the collective bargaining agreement on the other, the collective bargaining agreement will prevail.

Section 1. Additional Compensation for Mechanics

Employees regularly performing major repair work, as mechanics will be compensated for additional duties performed. One qualified personnel will be designated by the Fire Chief as Head Mechanic and will be paid at the rate of \$4,000 per year, and three (3) qualified personnel will be designated by the Fire Chief as assistant mechanics and will be paid at the rate of \$1,300 per year, in addition to regular salary for performing repair work. The Fire Chief will assign one (1) mechanic to each group. Opportunities for overtime shall be offered equally to all these employees. A refusal of overtime counts as an opportunity. This will be paid semi-annually along with holiday pay and will be subject to retirement deductions. The Town shall have the unilateral right to abolish this position at the commencement of each fiscal year upon thirty (30) days advance written notice to the Union and the employee affected.

In the event this position is abolished, employees performing in this capacity shall return and revert to their former rank with all seniority and other accrued benefits.

Section 2. Temporary Assignment to Duty in Higher Grade

The Town agrees that when a fire fighter (PSF-I) covered by this Agreement is assigned to work for any reason in a grade higher than his permanent grade, he will be paid a rate corresponding to the higher grade, which shall constitute an increase of not less than one step, for the duration of such assignment.

There shall be two levels of "working out of grade". Permanent Acting Out of Grade, which shall mean filling a vacancy that will exist for thirty days or more, and Acting Out of Grade on an as need basis,

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a single shift or more due to vacation, short term illness etc. The Acting out of grade, for a few shifts will be assigned to the East Lexington station.

The Permanent Acting position will be filled from an established "certified" promotional list, starting with the number one ranking. Personnel working out of grade from an established list will receive credit for time in grade for unbroken service when promoted. If no list is certified at the time a vacancy occurs then the position will be filled on a seniority basis. The senior fire fighter or Lieutenant on the Department shall be offered the position first, followed by the next senior fire fighter or Lieutenant and so on until the position is filled. Those personnel that are working out of grade based on seniority will not receive credit for that time, however it will be noted in their personnel file and can be looked at when promotion criteria is reviewed. Also, the individual that moves up in grade shall have his/her name placed on the OT/Call-back list for the appropriate rank.

Section 3. Minimum Coverage

The Municipal Employer agrees that minimum coverage shall be maintained at all times on a per piece basis as follows:

- . Ambulance – two (2) department members
- . Two engines – three (3) department members (each)
- . Ladder/Rescue - three (3) department members
- . Shift Commander - one (1) department member

It is further agreed that the above minimum complement of department members shall include on all shifts at least two (2) company grade officers (permanent or acting out of grade) and further, that in the event the Shift Commander is absent from any shift and is not replaced by another Shift Commander or other officer acting in such capacity, that an additional fire fighter shall be added to the minimum shift complement to replace the missing Shift Commander.

Notwithstanding the foregoing, should unforeseen fiscal problems occur, particularly in relationship to the Fire Department budget, the Town may take the Shift Commander's car out of service. In such event, the employee assigned to the Shift Commander's car shall work on another piece of apparatus and shall be counted in the coverage of the apparatus as listed above. It is agreed that when the Assistant Chief is available for fire suppression during his regular work week and the regular Shift Commander is absent, he may be considered "Shift Commander" for the purpose of the minimum coverage provisions of this article.

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Section 4. Salary

A new fire fighter will be eligible for an increase in salary to PSF-1 step A upon completion of six (6) months, based upon performance. Such fire fighter shall remain a probationary employee during the initial 12 months of employment, except that employees hired on or after July 1, 1988 shall remain probationary employees during the initial 18 months of employment.

Section 5. Hazmat Stipend

Effective July 1, 2004 the employees covered by this agreement shall receive a stipend for Hazmat Awareness Level proficiency. This stipend shall be ½% of the employee's base pay.

Effective January 1, 2005 the employees covered by this agreement shall receive a stipend for Hazmat Operations Level proficiency. This stipend shall be ½% of the employee's base pay.

All members, except those who are scheduled to attend the Massachusetts Fire Academy, are eligible for this stipend. This stipend shall be calculated into hourly wage and paid bi-weekly and for calculation of holiday and overtime compensation.

Article 7. Grievance Procedures

1. A grievance is hereby defined to mean a complaint involving the interpretation or application of specific provision(s) of this Agreement affecting any employee covered hereunder or any group of such employees having the same complaint. The word employee as hereinafter used shall include a group of employees having the same grievance. A grievance may be filed by any of the following:

- (a) An individual employee by his/her own signature.
- (b) A group of employees by their own signatures.
- (c) The Union by the signature of the President when the alleged violation affects the bargaining unit as a whole.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit to the aggrieved employee and to the President of the Union shall permit the aggrieved employee to proceed to the next step.

3. Failure at any step of this procedure to appeal the grievance to the next step within the

specified time limit shall be deemed to be acceptance of the decision rendered at that step and a waiver of the complaint and the right to proceed further under the grievance procedure.

4. If any employee covered by this Agreement shall present any grievance without representation by the Union, the disposition, if any, of the grievance shall be consistent with the provisions of this Agreement. The Union shall be permitted to be heard at each step of the procedure under which the grievance shall be considered. Provided the Municipal Employer shall have given notice to the Union, failure of the Union to appear at any step of these procedures shall constitute a waiver of any claim by the Union of non-compliance with this section.

Step 1. When a grievance arises, it must be filed in writing within fifteen (15) calendar days with the employee's immediate superior who shall give the employee a prompt interview.

Step 2. If no disposition of the grievance to the satisfaction of the employee has been made within fifteen (15) calendar days after presentation of the grievance under Step 1, the employee may, within five (5) calendar days after the expiration of said fifteen (15) day period, present a written statement of the grievance to the Fire Chief signed by the employee and the President of the Union, or his designee, and the Fire Chief, or his designee, shall meet with the parties signatory to the statement in an effort to settle the grievance.

Step 3. If no disposition of the grievance to the satisfaction of the employee has been made within fourteen (14) calendar days after the presentation of the written statement to the Fire Chief, the employee may, within fifteen (15) calendar days after the expiration of said fourteen days, give written notice to the Municipal Employer (Town Manager), signed by the employee and the President of the Union, or his designee, reciting the intermediate steps taken and resubmitting a copy of the written statement of grievance. Within fifteen (15) calendar days after receipt of the written notice, the Municipal Employer (Town Manager), or its designee, shall meet with the Union designee and the employee to discuss the grievance.

Step 4. If, at the expiration of ten (10) calendar days following the meeting provided for in Step 3, no disposition of the grievance to the satisfaction of the employee has been made and if the grievance is within the definition of the term as contained in this Agreement, the Union may present the grievance to the American Arbitration Association for arbitration under its rules or the State Board of Conciliation and Arbitration, whichever is mutually agreed upon between the parties.

The expense of such Arbitration Service, if any, shall be shared equally by the Municipal Employer and the Union. Each party shall bear the expense of the presentation of its

own case.

Article 8. Hours of Work

Section 1. The average weekly hours of duty shall be forty-two (42) hours per week, averaged over an eight (8) week cycle as follows: The schedule will be twenty-four (24) hours on, twenty-four (24) hours off, twenty-four (24) hours on, then one hundred and twenty (120) hours off, effective January 4, 2002. Each twenty-four (24) hour shift will begin at 8:00 A.M. No overtime cost will be incurred due to the transition.

Section 2. There shall be two (2) tours of duty, a day tour and a night tour. The day tour shall consist of ten (10) hours from 8:00 A.M. to 6:00 P.M., and the night tour shall consist of fourteen (14) hours from 6:00 P.M. to 8:00 A.M.

Section 3. Each employee is assigned to a regular work schedule as a member of a group. When an employee's regular work schedule is to be changed, the Chief shall give at least three (3) days notice to the employee affected of such a change. In the event the Chief contemplates making intergroup transfers in order to balance seniority in the groups or for any reasons, he/she shall give the Local #1491 president or his designee a minimum of thirty (30) days notice, and shall meet forthwith upon request to discuss any concerns or input the Union may have. In any such discussions, the Chief shall articulate the specific reasons for the contemplated transfers. The Chief agrees to consider the objections and concerns raised by the Union.

Article 9. General Conditions

1. It is understood and agreed that this Agreement, with the exhibit marked EXHIBIT A and EXHIBIT B incorporated herein, constitutes the entire agreement between the parties hereto and no amendment or modification is authorized unless it is in writing and signed by authorized persons representing both the Municipal Employer and the Union.

2. Communications intended for the Fire Chief will be received by him at 45 Bedford Street,

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Lexington, MA 02420; communications intended for the Municipal Employer will be received by the Town Manager, Town Office Building, 1625 Massachusetts Avenue, Lexington, Massachusetts 02420, and communications and legal process intended for the Union will be received by the President of the Union, at 45 Bedford Street, Lexington, Massachusetts 02420. Copies of all general orders will be sent to the Union office.

Article 10. Union Conventions

Officers of Local #1491, or their designee(s), will be granted time off up to a total of twelve (12) tours of duty with pay for attendance at each of two union conventions per year at the State, National or International level or other union sponsored educational activities which the Fire Chief determines will be of benefit to the overall operation of the department. Two (2) tours of duty, per year may be carried over to the following calendar year.

Article 11. Education and Training

Section 1. The Fire Chief and/or the Town Manager may from time to time assign fire fighters to various courses or other training sessions. When so assigned, the Town will, as in the past, reimburse the direct and indirect expenses, including travel expenses, reasonably incurred in connection with the courses.

Any other courses undertaken by members of the department must be their personal responsibility, subject to the exceptions noted below covering special and continuing educational efforts by employees:

1. No special time off will be granted. If required, time off will have to be taken under existing "time-due" and "swap-time" rules.
2. The Town can in no way accept the responsibility for books or materials.

Article 12. Longevity Pay

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1. Subject to the provisions of Article 13 of this Agreement, bargaining unit employees shall be compensated according to the following formula. Said payments to be made in one lump sum normally the last payday in June (but in any event, no later than July 10) of each fiscal year. Years of service shall be computed as of June 30 of that same year for each employee.

Years of Service

10 but not 15 \$ 900

15 but not 20 \$1,300

20 but not 25 \$2,000

25 and over \$2,700

Article 13. Educational Incentive Pay

Section 1. Subject to the provisions of Article 14 of this Agreement, there is hereby established an Educational Incentive Pay Program offering lump sum cash awards to members of the Lexington Fire Department as an incentive to further their education.

(a) Such cash awards shall be paid normally on the last pay day in June (but in any event, no later than July 10) of each year for certified educational credits earned in a fire science program or related field as of June 30 of each fiscal year according to the following formula:

ECI

15 credits \$1,250

30 credits \$1,400

Associate's Degree \$2,600

Bachelor's Degree \$3,200

Section 2. Credits shall only be earned and compensable on the condition that each employee maintain a minimum grade of "C" in each course taken and that said employee shall be

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enrolled in a program leading to a degree in Fire Science or a related field.

Section 3. For the purposes of this section, any employee who has successfully completed the E.M.T. course and holds an up-to-date certification rating may apply 6 educational credits to his

total. Such credits, unless approved by the educational institution, shall not be credited towards the Bachelor or Associate's degree.

Section 4. On or before May 1 of each year, each eligible employee desiring to receive Educational Incentive Pay shall provide the Town with satisfactory proof in writing of the total courses completed or scheduled to be completed and applicable grades taken during the fiscal year.

Section 5. Those employees who have accrued credits prior to the effective date of this section which are compensable shall be paid for all earned credits in accordance with subsection 1(a) provided Section 2 and Section 4 are complied with.

Section 6. All elective courses shall require the approval of the Fire Chief, prior to course registration in order to be certified for compensation.

Article 14. Limitations on Longevity and Educational Incentive Pay

Section 1. Annual payments under either plan for employees who leave the department in good standing between July 1 and June 30 shall be prorated based on the number of weeks an employee is on the payroll between those dates.

Section 2. Lump sum payments under the above compensation plans shall be considered as regular compensation for retirement purposes.

Article 15. E.M.T. Compensation

In recognition of the mutual benefits to be derived from achieving the goal of offering an Advanced Life Support Program, the Union agrees to the following terms:

Section 1. Conditions of Employment: Effective July 1, 2001, all new hires must be Massachusetts Paramedic Certified. The twenty (20) junior employees holding EMT – Basic, EMT – Intermediate, or EMT – Paramedic certification must maintain their certification as

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a condition of employment. Current employees who elect to certify to the Intermediate or Paramedic level shall be considered junior for the purposes of this Article only.

Section 2. Advanced Life Support Certification Program: Current employees who elect to pursue Intermediate or Paramedic certification do so on a voluntary basis. Current employees who elect to complete course work to advance to EMT-I or EMT-P will be compensated with a lump sum payment per the following schedule:

Schedule for Course Work Completion

EMT Level 50% 100% Certification Attained

EMT-I \$2,500 \$2,500 \$2,500

EMT-P \$5,000 \$5,000 \$5,000

Once the EMT-I or EMT-P candidate has attended one half of the classroom training than the candidate will be paid 1/3 of the Training Incentive payment. Once the EMT-I or EMT-P candidate completes the training program, with a passing grade he will be paid a second 1/3 of the Training Incentive payment. Upon the EMT-I or EMT-P candidate's achievement of a Certification a final 1/3

Training Incentive payment will be made. For EMT-I or EMT-P candidates attending classroom training on-duty, overtime will be paid to the candidate's replacement, such coverage to include a sufficient amount of travel time for the candidate to reach the training facility.

The Town will pay tuition cost, fees and training materials at 100%. Employees are responsible for maintaining certification. The Town will pay the cost of tuition, fees and training materials associated with re-certification. Approved re-certification hours while off-duty will be compensated at time and one half.

Section 3. EMT Compensation Schedule

EMT Stipend

EMT Basic 8%

EMT Intermediate 12.5%

EMT Paramedic 15%

Said compensation will be computed on the top step firefighter's pay, added to the base rate of pay, bi-weekly and figured into overtime and holiday compensation.

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Employees with EMT-I and EMT-P certification will receive stipends for as long as the Town provides Advanced Life Support (ALS) services. If the Town discontinues the ALS program, the Town and Local #1491 agree to revert back to the prior conditions of employment language. A side letter will be drafted regarding revenues from the ALS program.

Section 4. Paramedic Program Coordinator: Effective FY 2003, a Paramedic Program Coordinator will be appointed by the Chief and will be compensated in the amount of \$3,000 annually. \$1,500 to be paid in June and \$1,500 paid in December. Effective FY 2007, replace this position with Emergency Medical Systems Coordinator: an Emergency Medical Systems Coordinator will be appointed by the Chief and will be compensated in the amount of \$4,000 annually. Stipend will be paid bi-weekly, but will not be included in the base wage.

Section 5. EMS Coordinator: An EMS Coordinator will be appointed by the Chief and will be compensated in the amount of \$1,200 annually. \$600 to be paid in June and \$600 to be paid in December. Effective FY 2007, replace this position with Recertification Coordinator: a Recertification Coordinator will be appointed by the Chief and will be compensated in the amount of \$1,300 annually. Stipend will be paid bi-weekly, but will not be included in the base wage.

Section 6. Equipment/Supplies/Reports Coordinator: Effective FY 2007, an Equipment/Supplies/Reports Coordinator will be appointed by the Chief and will be compensated in the amount of \$1,300 annually. Stipend will be paid bi-weekly, but will not be included in the base wage.

Section 7. The Chief will develop written position descriptions for the positions stated in Sections 4, 5 & 6 of this article. These positions will be posted and open to all membership to apply. Selection of said positions will be at the discretion of the Fire Chief.

Section 8. EMT Basic, Intermediate & Paramedic Stipends: The Town of Lexington and the Lexington Fire Fighters agree that the following costs and revenues shall be the basis for determining net

revenues, and that these revenues shall be a determining factor in establishing stipends for EMT's at the Basic, Intermediate or Paramedic levels:

(a) Costs: The base wages, overtime and other compensation of the eight (8) most junior paramedics, who will be assigned to the EMS division; the EMT stipends of all other Department members; overtime costs of all other Department members related to maintenance of their certification; any other personnel costs that are directly related to Emergency Medical Services; the capital cost of the ambulance(s) on a per annum basis;

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the costs of supplies and materials related to the Emergency Medical Services Division;
the cost of contractual services related to the Emergency Medical Services Division;
the cost of non-capital equipment; any other costs directly related to the Emergency Medical Services Division for equipment, supplies and materials, or contractual services.

(b) Revenues: All collected revenues from all sources directly related to fees for service by the Emergency Medical Services Division.

After July 1, 2004 and annually thereafter, an accounting of these costs and revenues shall be determined and made available to all those parties concerned in this agreement within 120 days. Revenue that determined to be in excess of the program cost shall be distributed equally to all EMTs (Basic, Intermediate and Paramedic) as a stipend increase.

The above shall be considered as regular compensation for retirement purposes.

"Junior" is to be defined in terms of length of E.M.T. service in the Lexington Fire Department and not departmental service or length of time holding EMT certification.

Article 16. Personal Leave of Absence

Section 1. Personal Leave:

Personal leave is abolished as a contractual fringe benefit. Employees will continue to be allowed "swap-time" options for personal time.

Section 2. Dependant Care Leave:

During any given calendar year an employee may use up to 33% of their sick leave bank; up to a maximum of three (3) weeks per year, as dependent care leave (DCL) to care for a sick spouse, son, daughter, parent or for a newly acquired infant. Any paid DCL taken during the year counts towards the 12 weeks of family medical leave available under the Family Medical Leave Act (FMLA). The Town may request verification of the illness prior to approving any payroll, which includes DCL. Employees may take DCL during a day tour of duty and/or night tour of duty, as well as half tours of duty. Half tours of duty may be taken in five (5) hour increments, beginning at 0800 hours or at 1300 hours and in seven (7) hour increments, beginning at 1800 hours.

Article 17. Vacations

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An employee who shall attain in any calendar year the length of continuous service with the Town indicated in the following table shall, during that year, be entitled to the length of vacation indicated.

- . After more than six (6) months, but less than one (1) year of continuous full time service - 1 week.
- . After one (1) year of continuous full time service - 2 weeks.
- . After five (5) years of continuous full time (or equivalent) service - 3 weeks.
- . After ten (10) years of continuous full time (or equivalent) service - 4 weeks.
- . After twenty (20) years of continuous full-time (or equivalent) service - 5 weeks.

Effective January 1, 2006 the following vacation table shall replace the above table.

- . After more than six (6) months, but less than one (1) year of continuous full time service - 4 tours of duty.
- . After one (1) year of continuous full time service - 8 tours of duty.
- . After five (5) years of continuous full time (or equivalent) service -13 tours of duty.
- . After ten (10) years of continuous full time (or equivalent) service -18 tours of duty.
- . After twenty (20) years of continuous full-time (or equivalent) service - 23 tours of duty.

At no time shall more than 50% of vacation tours of duty be used as 14-hour night tours of duty.

The additional week of vacation, gained on attaining five or ten or twenty years of service cannot be taken until after the employee's service anniversary date has passed, except in cases where there is insufficient time remaining in that calendar year. In this case, the added vacation week may be authorized by the Fire Chief to be taken prior to the anniversary date. Under unusual circumstances necessitating the denial of this authorization, the additional week vacation may be carried over until June 30th of the following year only.

Except in an emergency situation, employees with seniority as determined by length of continuous departmental service, shall be given preference in the choice of vacation

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period. The maximum vacation, which any employee will be allowed to take during the months of June through September, shall be two weeks. Vacations are to be scheduled over as much of the 12-month calendar year as practical recognizing both the employee's family interests and the department's coverage need. The vacation scheduling list shall be posted in both locations no later than January 15th.

Vacations must be taken during the calendar year in which it is credited in accordance with a schedule approved by the Fire Chief.

A vacation week consists of four (4) consecutive tours of duty. Up to two (2) weeks may be taken as eight (8) individual tours. Employees requesting four (4) consecutive tours of duty shall be given priority in their choice of vacation dates over employees requesting individual tours. The maximum number of employees per group permitted on vacation is two (2), except during summer vacation period. The Maximum number of employees per group permitted on vacation during the summer vacation period is three (3). Upon termination of employment, except for discharge for cause, the employee shall receive payment equal to the amount of vacation pay the employee would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's estate.

Article 18. Holiday Pay

Section 1. The employees covered by the Agreement shall receive pay for the following eleven (11) holidays each year irrespective of the day of the week on which such holidays may fall:

- New Year's Day Memorial Day Veterans' Day
- Martin Luther King Day Independence Day Thanksgiving Day
- Washington's Birthday Labor Day Christmas Day
- Patriots' Day Columbus Day

Section 2. In addition to the foregoing, employees shall be granted not more than one (1) additional holiday if such additional legal holiday be declared by the Governor of the Commonwealth, General Court, Federal Government or the Board of Selectmen; and may be granted additional days at

the discretion of the Board of Selectmen.

Section 3. Effective January 1, 1988, holiday pay shall be calculated on the basis of one-quarter of a week's pay per holiday.

Article 19. Funeral Leave

In the event of the death of a member of a fire fighter's immediate family (spouse, child, mother, father, sister, brother, including foster or step, grandparent, grandchild, mother-in-law and father-in-law) up to a three (3) tours bereavement leave of absence with pay may be granted. A one (1) tour leave of absence may be granted with pay in the event of the death of a fire fighter's brother-in-law, sister-in-law, aunt or uncle.

Article 20. Clothing and Protective Gear

Section 1. All fire fighting protective clothing used by the employees, including work gloves, shall be purchased and supplied by, and remain the property of, the Municipal Employer.

Section 2. A Quartermaster System will be phased-in starting in FY 2003. The system will provide station uniforms to include two (2) badges, a three-season jacket, safety shoes and five (5) uniform shirts and five (5) trousers that are N.F.P.A. compliant. The Town will replace items as needed, and as determined by Fire Chief. Quartermaster clothing remains the property of the Municipal Employer. The employee is responsible for minor repair and routine maintenance of these items of clothing. Class 'A' uniforms shall be provided all new employees upon completion of the initial probationary period and will include service blouse, trouser, dress cap, tie, belt, white gloves and mourning cover. When employees are promoted, they shall be provided with the appropriate updates of their 'Class A' uniforms.

Section 3. Each employee will receive \$85.00 to purchase authorized apparel and equipment, such as belts, undershirts, service and ball caps, socks and sweatshirts.

The work uniform for fire fighters will be a permanent press dark blue shirt or golf shirt, dark blue trousers, and work jacket as approved by the Fire Chief. A work uniform for officers, to be established by the Fire Chief, shall be provided by the employer.

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Article 21. Overtime

Section 1. Whenever an employee is assigned by the Fire Chief to work in excess of his regularly assigned work week or work schedules, he shall be paid for such overtime work at one and one-half (1 1/2) times the regular hourly rate which he receives for the overtime hours worked.

Section 2. In the event that bargaining unit employees are called in to work during scheduled off-duty time, they shall receive a minimum of three (3) hours pay at the time and one-half rate, for FY 2002 to FY 2003. In FY 2004 the minimum will increase to four (4) hours pay at the time and one-half rate. In the event that employees recalled to work under the provisions of this section are not required to perform the minimum hours specified, they shall be entitled to the minimum guarantee pay.

Section 3. In the event an employee is held over at the end of his regularly scheduled shift he shall be compensated at the rate of time and one-half provided that he is held over at least fifteen (15) minutes in which event he shall be compensated for a full hour. There will be no payment for a hold over time less than fifteen (15) minutes.

Article 22. Overtime Distribution

Section 1. As nearly as reasonably possible, overtime shall be equally and impartially distributed.

Section 2. The Chief or any officer or fire fighter whom he shall designate shall maintain an accurate daily running account of all overtime hours worked by Fire Department employees. The overtime record shall be made available to the members at the Central Fire Station and shall be marked with overtime hours worked for day tours, night tours, call-backs, and exact hours of overtime refused. All refusals shall be kept on the record and shall count the same as hours actually worked. Any failure to work when offered shall be counted as a refusal. Overtime in grade whenever reasonably possible shall be offered to the employee with the lowest total number of hours credited.

Article 23 Private Details

Whenever any private person or organization is required to or shall seek the services of employees of the Fire Department for private details, such work shall be rotated on an equitable basis by the Town among those employees who volunteer for such work during their off-duty hours. The rate of pay for this work shall be one and one half (1 ½) times the hourly rate of pay for firefighters at maximum with a minimum of four (4) hours, effective May 23, 1988. Details and/or extra duty required by the Town of Lexington shall be according to the present contract (i.e., salary schedule, call-back, overtime, etc.).

Article 24. Sick Leave and Injury Leave

Section 1. The parties hereby agree to incorporate by reference the sick leave policy as presented by the Town on September 28, 1976 designated as Policy E-3 and contained in five pages. Employees covered by this agreement may, however, accumulate unused sick leave from year to year to a maximum of 135 working days. Specifically excluded from said policy, by agreement, is paragraph 2 of section B (3), Evidence of Disability. Employees shall be required at their expense to provide a doctor's certificate of fitness for duty for any absence exceeding (3) consecutive shifts.

Employees will be required to furnish a doctor's certificate for each absence after seven (7) sick days in 12 calendar months beginning each January 1st, except for long illness or non-job related injuries where a doctor's note has already been provided, will not count in the computation of the initial seven (7) days. The parties to this Agreement acknowledge their mutual interest in limiting misuse of sick leave.

Section 2. Leave for injury sustained in the performance of duty shall be governed by General Laws Chapter 41, Section 111F. Employees who are unable to report for duty because of claimed work-related injury will be placed on sick leave until it is determined that the injury is work-related. The Town will make every reasonable effort to make such determination in an expeditious manner, and said determination shall not be arbitrary, capricious or unreasonable.

Section 3. The parties recognize that the duly negotiated "Limited Duty Policy and Procedure" dated _____, 1982, may, under certain circumstances specified therein, be applicable to the sick leave and/or injury leave provisions set forth in the first two paragraphs of this Article. The parties further

agree that pay shall be limited to 52 weeks per year; however, if an employee cannot take vacation because of injury leave, the employee may carry the unused vacation forward into the next year; provided that such unused vacation will be paid to the employee if the employee retires in that year.

Section 4. Sick Leave Incentive Benefit:

Employees upon retirement who maintained during each of the last three years of employment: 135 shifts (10/14) of unused sick leave and have used equal to or less than the average number of sick days for the fire department for each year, will receive a one-time Employee Attendance Incentive payment of \$3,000. Employees who may have had a long-term acute illness in this period may receive credit towards their average of used days.

Article 25. Safety and Health

Section 1. Both parties to this Agreement shall cooperate in the enforcement of safety rules and regulations. Complaints with respect to unhealthy working conditions or equipment shall be brought immediately to the attention of an employee's superior officer.

Section 2. Consistent with the provisions of Section 13 of Chapter 258 of the General Laws, as amended, the Town agrees to defend, indemnify and hold harmless any employee in and for any situation which may or shall impose liability on the employee for circumstances and conditions or events arising in and out of the course of his performance of duty.

Section 3. No employee shall be required to purchase or otherwise be covered at his own expense by any insurance policy relating to personal injury or property damage liability as such may arise out of the operation of any piece of equipment of any kind or of a motor vehicle owned by the Town or used in behalf of the Town.

Section 4. Consistent with guidelines to be promulgated by the Fire Chief, employees may be reimbursed for loss of or damage to eyeglasses and/or dentures incurred during the performance of emergency duty. Denial of any request for reimbursement under this section shall not be subject to the grievance and arbitration provisions of this agreement.

Section 5. The Department shall institute a mandatory flexibility exercise program, including abdominal exercises, as designed by Bridgewater State College, consisting of exercises designed to

assist in the avoidance of injuries common to fire fighters. This program will be conducted at the

beginning of each shift for a minimum of 15-25 minutes.

The Town will provide a voluntary cardiovascular fitness program, as well as programs to promote employee health and well-being. These shall include, but not be limited to, services provided by Bridgewater. It is the purpose and intent of both the Union and the Town in instituting these programs to make information and other resources available to help employees deal with personal health problems.

Bridgewater will conduct a program on nutrition during the fall of 1985, to be followed by others on such topics as stress management, weight reduction, smoking, alcohol and drug dependence, and the like. The Town will also provide referrals to other facilities on an individual basis, upon request and within the limitations of available funds.

In connection with said mandatory and voluntary programs, the Town will make available any requisite space and equipment, and will provide T-shirts, sweatshirts and shorts for each bargaining unit member.

To insure the success of the voluntary cardiovascular program, participating members will be allowed to exercise during the morning hours of day-shifts barring emergency situations.

Article 26. Employee Rights

Section 1. Employees have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union.

Section 2. Any off-duty employee shall be given and have access at reasonable times to his own personnel file and shall have the right to respond in writing within a reasonable time after said review to any derogatory or critical material contained therein.

Section 3. No covered employee shall be prohibited from engaging in, or refraining from, political activity, provided that no such political activity shall be undertaken while on duty, or while acting in an official capacity.

Section 4. Inherent in this Agreement shall be recognition of the Town of Lexington's Affirmative Action Policy. It is further agreed that no person will be discriminated against because of participation in or association with the Union.

The Union will, subject to applicable law, act for and represent equally all persons covered by this Agreement whether or not they are Union members.

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Section 5. No employee other than a probationary employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any manner except for just cause.

Article 27. Joint Review Committee

The parties to the Agreement hereby establish the Joint Review Committee, (herein called "the Committee") which shall consist of at least six (6) members as follows:

1. The President of the Union or his designee.
2. The Fire Chief and/or his selected delegates or Town official (s), and
3. Two (2) other members of the Union.

Section 1. The Committee shall meet at mutually convenient times to consult on matters of mutual concern, but not less than quarterly during the term of this Agreement.

Section 2. The parties agree that the provisions of this Article will in no way be construed as broadening the scope or application of this Agreement unless and until an agreement or other instrument which may result from the consultation shall be reduced to writing, signed by the members of the Committee, and made effective subject to mutual agreement by the Union and the Town.

Section 3. The parties to the Agreement may, from time to time, jointly expand, narrow, alter or otherwise modify the procedures and jurisdiction of the Committee.

Section 4. The party initiating the meeting pursuant to this Article shall submit an agenda of the items to be discussed to the other party ten (10) working days prior to the mutually agreed upon date of the meeting.

Article 28. Insurance

A group health insurance plan (Blue Cross/Blue Shield Master Health Plus or equivalent) as approved by the Board of Selectmen shall apply to the employees covered by this

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Agreement.

A group life and accidental death and dismemberment insurance policy with a limit of \$5,000.00 shall apply to the employees covered by this Agreement. A copy of the master policy is on file in the Comptroller's office.

The cost of the health insurance will be paid 75% by the Town and 25% by the employee. Group life insurance will continue to be paid equally by the Town and the employee.

Article 29. Physical Examination

The Municipal Employer agrees that all regular uniformed fire fighters shall be provided with and the Union agrees that each eligible member shall be required to take a periodic physical examination. An employee can be examined by a physician of his/her choice. Payment for the examination will be covered by the employee's health insurance plan. The co-payment will be covered by the Town. A receipt for the co-payment from the doctor's office will be required for reimbursement. It is understood by the undersigned that this agreement applies to one (1) examination per fiscal year.

It is understood that if the need for any medical treatment or more intensive diagnosis is disclosed by this periodic physical examination, such treatment or diagnosis shall not be paid for by the Municipal Employer.

Article 30. Conflict of Agreement

The terms of this Agreement shall prevail except that in the event that any part or provisions of this Agreement is in conflict with any law, rule, or regulation except as limited under Section 7 of Chapter 150E, such law, rule or regulation shall prevail so long as such conflict remains.

Article 31. Area of Residence

Section 1. Employees covered by this Agreement may reside within or without the Town of

Lexington as long as they reside in a city or town that is within 25 miles of the Town of Lexington, border to border. See Exhibit B for a list of towns within 25-mile radius.

Section 2. Alphanumeric pagers or equivalent substitute will be issued to those employees wishing to carry them. The pagers will be used for emergency callbacks only.

Article 32. Duration

This Agreement shall continue and remain in full force and effect from July 1, 2004 through June 30, 2007 and shall continue thereafter until a new agreement is reached.

Article 33. Layoffs

1. Until specific contract language is negotiated between the Town of Lexington and Local 1491, I.A.F.F., all layoffs when necessary will be by strict seniority.

2. Both parties will make a good faith effort to have language ready for ratification by December 31, 1992.

3. Ties in seniority will be decided by test scores in the event of tie score by a flip of a coin.

4. A minimum of 30 days notice of the potential for layoffs will be given and negotiations will commence immediately to be concluded within a 45 day period from the date of notice.

5. The town agrees to write a "side letter" to the contract that requires the Fire Chief to submit an appropriation request to the Town Manager in an amount sufficient to fully fund the minimum manning provisions set forth in Article VI, Section C.

Article 34. Work Practices

The parties agree that any temporary work practices entered into during the terms of this agreement shall not be considered precedent setting.

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Article 35. Housekeeping

Effective July 1, 2002, the town will provide a yearly amount of \$5,400 to cover the costs of housekeeping expenses. House keeping items consisting of kitchen supplies, and small misc. equipment, this will cover linens and cleaning of linens. A joint committee of management and labor will be responsible for the oversight and accountability of this activity.

IN WITNESS WHEREOF, the said Town of Lexington has caused this instrument to be executed and its corporate seal to be affixed by its Town Manager, duly authorized by the Board of Selectmen of the Town of Lexington, and the said Local #1491, International Association of Fire Fighters, A.F.L. - C.I.O., has caused this instrument to be signed by Mark Ferreira, its President, thereunto duly authorized on this ____ day of _____, 20__.

Lexington Fire Fighters, Town of Lexington
Local #1491, IAFF

By _____ By: _____
Mark Ferreira, President Carl Valente
Local 1491 Town Manager
I. A. F. F Town of Lexington

Witness Witness

EXHIBIT A

Copy of Contract 05-07-final

The following sheets make up Exhibit A. They include all the pay scales.

Copy of Contract 05-07-final

FY05

7/1/2004

START

6 MONTHS

18 MONTHS

30 MONTHS

42 MONTHS

Firefighter

\$34,668.36

\$39,679.08

\$41,261.00

\$42,945.32

\$44,847.21

HAZMAT 1/2%

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\$173.34

\$198.40

\$206.31

\$214.73

\$224.24

START

6 MONTHS

18 MONTHS

Lieutenant

\$47,450.15

\$49,387.12

\$51,574.29

HAZMAT 1/2%

\$237.25

\$246.94

\$257.87

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Captain

\$54,330.42

\$56,548.25

\$59,052.56

HAZMAT 1/2%

\$271.65

\$282.74

\$295.26

EMT- Basic

\$3,587.78

EMT- Intermediate

Copy of Contract 05-07-final

\$5,605.90

EMT-Paramedic

\$6,727.08

1/1/2005

START

6 MONTHS

18 MONTHS

30 MONTHS

42 MONTHS

Firefighter

\$34,668.36

\$39,679.08

\$41,261.00

\$42,945.32

\$44,847.21

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HAZMAT 1%

\$346.68

\$396.79

\$412.61

\$429.45

\$448.47

START

6 MONTHS

18 MONTHS

Lieutenant

\$47,450.15

\$49,387.12

\$51,574.29

HAZMAT 1%

\$474.50

\$493.87

\$515.74

Copy of Contract 05-07-final

Captain

\$54,330.42

\$56,548.25

\$59,052.56

HAZMAT 1%

\$543.30

\$565.48

\$590.53

EMT- Basic

\$3,587.78

EMT- Intermediate

Copy of Contract 05-07-final

\$5,605.90

EMT-Paramedic

\$6,727.08

6/30/2005

\$100

to Base

START

6 MONTHS

18 MONTHS

30 MONTHS

42 MONTHS

Firefighter

\$34,768.36

\$39,779.08

\$41,361

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\$43,045.32

\$44,947.21

HAZMAT 1%

\$347.68

\$397.79

\$413.61

\$430.45

\$449.47

START

6 MONTHS

18 MONTHS

Lieutenant

\$47,565.15

\$49,502.12

\$51,689.29

HAZMAT 1%

\$475.65

\$495.02

\$516.89

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Captain

\$54,462.10

\$56,679.93

\$59,184.24

HAZMAT 1%

\$544.62

\$566.80

\$591.84

EMT- Basic

\$3,595.78

EMT- Intermediate

Copy of Contract 05-07-final

\$5,618.40

EMT-Paramedic

\$6,742.08

FY 06

7/1/2005

2.50%

to Base

Copy of Contract 05-07-final

START

6 MONTHS

18 MONTHS

30 MONTHS

42 MONTHS

Fi refi ghter

\$35, 637. 57

\$40, 773. 56

\$42, 395. 03

\$44, 121. 45

\$46, 070. 89

HAZMAT 1%

\$356. 38

\$407. 74

\$423. 95

\$441. 21

\$460. 71

Copy of Contract 05-07-final

START

6 MONTHS

18 MONTHS

Lieutenant

\$48,754.28

\$50,739.67

\$52,981.52

HAZMAT 1%

\$487.54

\$507.40

\$529.82

Captain

\$55,823.65

\$58,096.92

\$60,663.84

HAZMAT 1%

\$558.24

Copy of Contract 05-07-final

\$580.97

\$606.64

EMT- Basic

\$3,685.67

EMT- Intermediate

\$5,758.86

EMT-Paramedic

\$6,910.63

FY 07

7/1/2006

2. 50%

Copy of Contract 05-07-final

to Base

START

6 MONTHS

18 MONTHS

30 MONTHS

42 MONTHS

Firefighter

\$36,528.51

\$41,792.90

\$43,454.90

\$45,224.49

\$47,222.66

HAZMAT 1%

\$365.29

\$417.93

\$434.55

\$452.24

\$472.23

Copy of Contract 05-07-final

START

6 MONTHS

18 MONTHS

Lieutenant

\$49,973.14

\$52,008.16

\$54,306.06

HAZMAT 1%

\$499.73

\$520.08

\$543.06

Captain

\$57,219.24

\$59,549.35

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\$62,180.44

HAZMAT 1%

\$572.19

\$595.49

\$621.80

EMT- Basic

\$3,777.81

EMT-
Intermediate

\$5,902.83

EMT-Paramedic

\$7,083.40

Copy of Contract 05-07-final

6/30/2007

0.50%

to Base

START

6 MONTHS

18 MONTHS

30 MONTHS

42 MONTHS

Firefighter

Copy of Contract 05-07-final

\$36,711.15

\$42,001.86

\$43,672.18

\$45,450.61

\$47,458.78

HAZMAT 1%

\$367.11

\$420.02

\$436.72

\$454.51

\$474.59

START

6 MONTHS

18 MONTHS

Lieutenant

\$50,223.00

\$52,268.20

\$54,577.59

HAZMAT 1%

Copy of Contract 05-07-final

\$502.23

\$522.68

\$545.78

Captain

\$57,505.34

\$59,847.09

\$62,491.34

HAZMAT 1%

\$575.05

\$598.47

\$624.91

EMT- Basic

Copy of Contract 05-07-final

\$3,796.70

EMT-
Intermediate

\$5,932.35

EMT-Paramedic

\$7,118.82

EXHIBIT B

TOWNS WITHIN 25-MILE RADIUS

MASSACHUSETTS TOWNS:

Abington Hudson Southborough

Acton Hull Sterling

Andover Ipswich Stoneham

Arlington Lancaster Stoughton

Ashland Lawrence Stow

Avon Leominster Sudbury

Ayer Lexington Swampscott

Bedford Lincoln Tewksbury

Bellingham Littleton Topsfield

Belmont Lowell Townsend

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Berlin Lunenburg Tyngsboro
Beverly Lynn Upton
Billeri ca Lynnfi el d Wakefi el d
Bol ton Mal den Wal pol e
Boston Manchester-by-the-Sea Wal tham
Boxborough Mansfi el d Watertown
Boxford Marbl ehead Wayl and
Boyl ston Marl borough Wel l esl ey
Brai ntree Maynard Wenham
Brockton Medfi el d West Boyl ston
Brookl i ne Medford West Newbury
Burl i ngton Medway Westborough
Cambri dge Mel rose Westford
Canton Mendon Weston
Carl i sl e Methuen Westwood
Chel msford Mi ddl eton Weymouth
Chel sea Mi l ford Whi tman
Cl i nton Mi l l i s Wi l mi ngton
Cohasset Mi l ton Wi nchester
Concord Nahant Wi nthrop
Danvers Nati ck Woburn
Dedham Needham Wrentham
Devens Newbury
Dover Newton NEW HAMPSHI RE TOWNS:
Dracut Norfolk
Dunstable North Andover Atki nson
Easton North Readi ng Brookl i ne
Essex Northborough Derry
Everett Norwel l Hampstead
Fi tchburg Norwood Hol l i s
Foxborough Peabody Hudson

Framingham Pepperell Litchfield

Franklin Plainville Londonderry

Georgetown Quincy Merrimack

Gloucester Randolph Nashua

Grafton Reading Pelham

Groton Revere Plaistow

Groveland Rockland Salem

Hamilton Rowley Windham

Hanover Salem

Harvard Saugus

Haverhill Scituate

Hingham Sharon

Holbrook Sherborn

Holliston Shirley

Hopedale Shrewsbury

Hopkinton Somerville