

AGREEMENT
BETWEEN
THE TOWN OF LEXINGTON, MASSACHUSETTS
AND
LOCAL 501, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS
JULY 1, 2007 – JUNE 30, 2009

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AGREEMENT BETWEEN
THE TOWN OF LEXINGTON, MASSACHUSETTS
And
THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS, LOCAL #501

This agreement is effective the 1st day of July, 2007, by and between the Town of Lexington, a municipal corporation in Middlesex County, Massachusetts, acting through its Town Manager, hereinafter called “the Town”, and the International Brotherhood of Police Officers, Local #501, an incorporated association, its officers and members jointly and severally, hereinafter called the “IBPO Local #501.”

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: DEFINITION OF BARGAINING UNIT

The term “Employee” as used in the Agreement means all regular full-time Police Lieutenants and Police Captains but excluding the Chief of Police and all other employees of the Town.

ARTICLE 2: RECOGNITION

The Town recognizes the IBPO Local #501 as the exclusive collective bargaining representative for all of the employees of the Police Department of the Town as defined in Article 1.

ARTICLE 3: GENERAL CONDITIONS

This Agreement constitutes the entire agreement between the parties and no amendment, alteration or modification of the terms or provisions of this Agreement shall be binding unless made and executed in writing by the parties acting by persons there unto duly authorized.

The failure of the Town or the Union to insist in any one or more incidents upon performance of any of the terms or conditions of this Agreement, shall not be considered as a waiver or relinquishment of the rights of the Town or the Union to future performance of any such term or condition and the obligation of the Union and the Town to such future performance shall continue in full force in affect.

ARTICLE 4: RESPONSIBILITIES OF THE PARTIES

4.1 Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

4.2 The IBPO Local #501 (its officers and representatives, at all levels) and all employees covered by this Agreement are bound to observe the provisions of this Agreement.

4.3 The Town (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.

4.4 In addition to the responsibilities that may be provided for elsewhere in this Agreement, the following shall be observed:

A. There shall be no intimidation or coercion of employees joining the IBPO Local #501 or continuing their membership therein.

B. There shall be no IBPO Local #501 activity on Town time, except as noted under Article 8, Union Business Leave.

C. There shall be no strikes, work stoppages, slow downs or other interruptions or impeding of work. No officer or representative of the IBPO Local #501 shall authorize, instigate, aid, or participate in any such activities.

D. There shall be no interference with the right of employees to become or continue to be members of the IBPO Local #501.

E. There shall be no discrimination, restraint or coercion against any employee because of membership or non-membership in the IBPO Local #501.

4.5 Neither the Town nor the IBPO Local #501 (nor their respective officers or representatives, at all levels) shall engage in any practice prohibited by Chapter 150E of the General Laws of Massachusetts.

ARTICLE 5: MANAGEMENT RIGHTS

The parties acknowledge that the Town Manager is the Chief Executive Officer of the Town and is responsible for the supervision and administration of the Police Department of the Town; that the Chief of Police is in immediate control of the Police; and that both the Town Manager and the Chief of Police are public officers holding offices established under and with the powers provided by statute. The Town Manager and the Chief of Police shall continue to control and direct the Police Department in accordance with the powers, rights and duties conferred upon them by statute, by law or rule or regulation of

any agency of the Commonwealth of Massachusetts and in accordance with the express terms of this Agreement, provided, however, that in the event that any part or provision of this Agreement is in conflict with any Federal or State statute, Municipal by-law or any rule or regulation of any agency of the Commonwealth of Massachusetts, or the Rules and Regulation of the Police Department of the Town, said statute, by-law, rule or regulation, as it may be amended from time to time, shall prevail to the extent permitted by law so long as such conflict remains. As to every matter not expressly provided for in this Agreement, the Town Manager and the Chief of Police retain all the powers, rights and duties conferred upon them by law and may exercise the same at their discretion without such exercise being made the subject of a grievance or arbitration proceeding hereunder. In particular, and in accordance with Chapter 150E of the General Laws of Massachusetts, the scope of arbitration of police matters shall be limited to wages, hours and conditions of employment and shall not include the following matters of inherent managerial policies; the right to appoint, promote, assign and transfer employees.

ARTICLE 6: COMMUNICATIONS

A communication intended for the Town Manager or the Chief of Police shall be addressed to said Manager or Chief of Police at the Town Office Building or Police Station. A communication intended for an Employee shall be addressed to said Employee at the address stated in the Employee's statement of grievance. A communication intended for the IBPO Local #501 shall be addressed to such person at such address as shall be designated in a statement of grievance or will be designated from time to time in writing to the Town Manager.

ARTICLE 7: DEDUCTION OF UNION DUES

7.1 Subject to the requirements of Massachusetts General Laws Chapter 150E, the Town agrees to deduct and within reasonable time send to the Comptroller along with a list of members voluntarily paying dues. Dues shall be sent to IBPO Comptroller, 159 Burgen Parkway, Quincy, Massachusetts 02169-4213, or at an address otherwise designated by the President of the Local.

7.2 The IBPO Local #501 shall, in addition, indemnify and save the Town of Lexington and its agent harmless against all claims, demands, suits or other forms of liability which may arise of any action taken in making deductions and remitting the same to the IBPO Local #501 pursuant to this section.

ARTICLE 8: UNION ACTIVITY

8.1 IBPO Local #501 officials, representatives and stewards shall be permitted to meet and confer with officials or agents of the Town, without loss of wages or benefits, for collective bargaining negotiations or disputes involving the administration of the Agreement. With the approval of the Chief of Police or designated official, no wages shall be paid for the time spent outside of the scheduled duties and such meetings as referred to in this section shall be held at times which will not interfere with the operation of the Police Department.

8.2 A reasonable opportunity will be afforded members of the bargaining unit to confer with IBPO Local #501 officials on matters which could constitute a grievance, with the approval of the Chief of Police or his/her designee.

8.3 The IBPO Local #501 officials and representatives are as follows: President, Vice President, Secretary and Treasurer.

8.4 The IBPO Local #501 shall keep the Town and the Chief of Police informed as to any changes in the identity of IBPO Local #501 officials.

8.5 Space will be provided at the Police Station for a bulletin board and a filing cabinet at the discretion of the Chief of Police.

8.6 A locker shall be assigned to each member upon the member's full-time permanent employment.

ARTICLE 9: UNION BUSINESS LEAVE

IBPO Local #501 officials may be granted time off at the discretion of the Chief of Police, but with no loss of benefits if they so request, to attend meetings with Town Officials, General Court or other public bodies. In addition, IBPO Local #501 officials may be permitted with the approval of the Chief of Police or his/her designee, to use up to a collective total of six (6) working days per calendar year, but no more than three (3) working days per official, for the specific purpose of attending union sponsored conferences, conventions or statewide initiatives.

ARTICLE 10: SALARIES AND OTHER CONDITIONS OF EMPLOYMENT

The salary schedule is amended to reflect increases of 2.5% beginning on July 1, 2007 and 2.25% beginning on July 1, 2008.

Position	July 1, 2007	July 1, 2008
Lieutenant Step 1	\$ 67,370	\$ 68,886
Lieutenant Step 2	\$ 68,538	\$ 70,080
Administrative Lieutenant Step 1	\$ 68,769	\$ 70,317
Administrative Lieutenant Step 2	\$ 69,934	\$ 71,508
Lieutenant Detective	\$ 72,693	\$ 74,329
Captain Step 1	\$ 81,547	\$ 83,382
Captain Step 2	\$ 82,789	\$ 84,652

Salary schedule reflects base pay and does not include Holiday pay, night differentials or education incentive (Quinn Bill) or other benefits)

10.1 Night Shift Differential:

A six percent (6%) differential shall be paid to all officers assigned to a regular shift between 3:45 PM and 8:00 AM.

10.2 Rules and Regulations:

The IBPO Local #501 and the Town agreed to the rules and regulations of the Lexington Police Department as presently in force and will be updated upon notification and consent of the unit from time to time.

10.3 Hours of Work:

It is understood that the Lexington Police Department will operate 24 hours per day every day throughout the year. The daily work schedule for Patrol Division Lieutenants shall consist of three (3) shifts starting at 11:45 PM and continuing until 8:00 AM; the second starting at 7:45 AM and continuing until 4:00 PM; and the third starting at 3:45 PM and continuing until midnight; and at the discretion of the Chief of Police a fourth shift starting at 6:00 PM and continuing until 2:00 AM may be instituted. The regular work schedule for the Lieutenant Detective, Administrative Lieutenant and Captains will consist of five (5) working shifts, Monday through Friday, during regular business hours, with Saturday and Sunday scheduled as days off. For the purpose of this section the term "regular business hours" is defined as an eight (8) hour block occurring between 7:00 A.M. and 5:00 P.M. It is agreed that the Chief of Police may in cases of an emergency (natural disasters, riots, strikes, civil disorders or similar events) establish schedule shifts in excess of eight (8) hours per day on a temporary basis as may be necessary. Lieutenants and Captains assigned the five (5) and two (2) shifts in lieu of the four (4) and two (2) shifts will receive eighteen (18) days of compensation for the yearly difference between thirty-seven (37.5) and a half and forty (40) hours per week. The eighteen (18) days off will consist of eleven (11) paid holidays and seven (7) administrative days off. The Captains and Lieutenants working the 5/2 shifts have the choice, with the approval of the Chief of Police or his/her designee, of working a holiday and requesting another day off in its place. The Lieutenant assigned to the 2 and 1 shift shall receive six (6) days off per year. In order to create two (2) consecutive days off at a time, these days shall be taken as three (3) distinct pairs. This leave shall not be used for the purpose of creating or extending a vacation week(s).

A. Restricted Work Hours

For purposes of maintaining an officer's fitness for duty during regular operations of the Police Department, employees will generally be restricted to 16 hours of work in any 24-hour period. For purposes of this section, these restrictions will apply to actual hours worked and not pay hours, and will apply to regular duty assignments, court assignments, overtime assignments, detail work and secondary employment that has been previously approved by the Chief of Police or his/her designee.

10.4 Overtime and Compensatory Time:

If an employee is required to be on-duty for any period in excess of an assigned regular work schedule, or if an employee volunteers for duty for any period in excess of the regular work schedule, the employee shall be paid for such a period of overtime duty at one and one half times (1 ½) the regular hourly rate. Employees called back to work will be paid for a minimum of four (4) hours. This four (4) hour call back provision shall not apply to an extension of the workday.

A. Compensatory Time:

At the discretion of the Chief of Police or his/her designee, and in accordance with the provisions of the U.S. Fair Labor Standards Act, paid compensatory time off from normally scheduled work hours may be provided to eligible members of the bargaining unit, in lieu of payment for approved overtime work. Once a cap

of 180 hours of compensatory time is reached by an employee, compensation will be at the monetary pay of one and one-half hours for each hour worked. The eighteen administrative days off, received for the 5/2 schedules are not included. The Chief of Police or his/her designee, may approve compensatory time exceeding the 180 hour cap upon submission of a written request, outlining the reasons for such request. This paragraph does not limit the right of the Chief of Police or his/her designee to approve the receiving of compensatory time in lieu of overtime pay. Payment for compensatory time hours in lieu of time off from work will be paid at the employee's termination. Payment for banked compensatory hours in lieu of time off from work may be paid prior to termination only with the advanced approval of the Town Manager.

10.5 Court Time:

Any employee on duty at night or on vacation or on a day-off, who attends Court as a witness or in any other capacity in the performance of duty for or on behalf of the Commonwealth or the Town in a criminal case related to the performance of the employee's duty, shall be entitled to overtime compensation at the rate of one and one half (1 ½) times the regular hourly rate for the time during which the employee was in such attendance or appearance, but in no event less than four (4) hours minimum. For employees assigned to the first shift, (11:45 PM and continuing until 8:00 AM) required to attend Court, and whose Court appearance begins at 9:00 AM, will receive Court payment starting at 8:00 AM. An officer will be compensated at his or her overtime rate of pay for appearing in a Civil Court proceeding as a witness in response to a legally issued subpoena or summons regarding testimony to be given concerning matters arising out of performance of his or her duty as a Lexington Police Officer. It is understood that such payment shall not be made when the officer is a party in a civil case.

A. Court Scheduling:

The Police Department will make reasonable attempts to avoid scheduling Court on short days when officers work "A" and "C" shift (short day) work schedules. However, when a Court appearance is scheduled on a short day, Lieutenants will have a minimum six (6) hours of time off before being required to report for duty again. Exceptions may occur due to unanticipated last minute requests for leave. Lieutenants scheduled for Court in the morning are not authorized to work overtime between 2:00 AM and 8:00 AM prior to the Court appearance. The Chief of Police or his/her designee may waive these restrictions in the event of an emergency or as otherwise may be required to satisfy the needs of the department.

10.6 Extra Paid Details:

In consideration of the new contract language; *Restricted Work Hours and Court Scheduling*, the parties agree to amend article 10 Section 6 (Extra Paid Details) as follows:

A. Detail Rate:

Private Details: Effective 14 days after the signing of the Memorandum of Understanding dated 04/15/2008, officers covered by this Agreement shall be compensated at \$46.00 per hour. On July 1, 2008 the private detail rate shall be

established at \$47.00 per hour. On June 30, 2009 the private detail rate will be set at \$49.00 per hour.

Town of Lexington Details: Where the Town of Lexington is billed directly, or when work is being done, by a firm under contract with the Town of Lexington, and that firm is billed for detail work related to the Town project, the rate will be \$44.00 per hour.

B. Other Detail Considerations:

1. There shall be a three (3) hour minimum for all high school events. All other details shall have a four (4) hour minimum. All details that exceed four hours shall have an eight (8) hour minimum. All details that exceed eight (8) hours shall be compensated at a rate of time and one half the detail rate for each hour or fraction thereof after the initial eight (8). The smallest fraction measured shall be 30 minutes.
2. If it is determined that a Supervisor is needed for a detail, it will be filled by the Supervisor having the fewest number of hours wishing to work. When circumstances develop, requiring a specific level of authority, Police Department chain of command protocols will be followed.
3. Any employee assigned to a detail as a Supervisor, shall be compensated at a rate of pay \$5.00 more per hour than the regular rate. The same hourly standards for details shall apply to supervisory details.

C. Labor Dispute Details :

Off-duty details for private industry, (defined as an organization other than local government or public schools) involving labor disputes, strike duty or protests, will be compensated at double the regular detail rate(s).

D. Holiday Details:

Officers that work a private industry detail on the Fourth of July, New Year's Day, Thanksgiving, Christmas or Memorial Day will be compensated at double the regular detail rate(s). Details worked on behalf of the Town of Lexington are specifically excluded from the provisions of this paragraph.

E. Road Jobs Details:

1. A Road Job detail is generally defined as traffic details that are staffed between one (1) and two (2) hours at the request of the public and or private sector, to facilitate motor vehicle access to and egress from locations within the Town of Lexington. Road jobs are regularly scheduled periods of work, Monday through Friday during morning and evening rush hour traffic that are generally staffed for most of a calendar year. At times, the Chief of Police may evaluate requests for traffic control officers at similar locations for less than one (1) year and determine that they also are Road Jobs.

2. Road Job Traffic Details are compensated at \$50.00 per hour. There is a one (1) hour minimum for all road jobs and they are not subject to the minimum hours as described under Article 10.6 Section B1.

E. Administrative Fee:

The Town of Lexington reserves the right to add an administrative fee to all detail and road job billing to the extent authorized by state law.

F. Payments:

Payments to employees for extra paid details shall be made in a timely fashion and within 30 days of the date of the detail.

G. Right of First Refusal:

1. All sworn officers of the Lexington Police Department will have the “right of first refusal” over other personnel specified below for police details and road jobs in Lexington; that is, details and road jobs that require a police officer, as determined by the Chief of Police, or the Chief’s designated representative, and when there is sufficient time before the event or project to make the detail available to those officers. Where the Chief of Police or his/her designee determines in his/her judgment that a police officer need not be assigned for detail or road job work, the Town, the Chief of Police or his/her designee shall not utilize or authorize the services of a flag person or other civilian at the site in question, other than specified below.

2. Subject to approval of the Chief of Police and the Town Manager, if all sworn officers of the Lexington Police Department exercise their right of first refusal for a detail, then the Town may draw from the ranks of the following, who are deemed qualified by the Chief of Police: police officer retirees, full-time and part-time police department employees and others who have been appointed either special police officers or traffic officers by the Town Manager to staff traffic details.

10.7 Life Insurance:

The Town shall pay fifty percent (50%) of the premium cost for group life and accidental death and dismemberment insurance with a limit of \$5,000 per employee for employees covered by this Agreement.

10.8 Requests for Leave:

A. Where Captains are asked to administer and preliminarily approve requests for leave, all requests are subject to the review and approval of the Chief of Police (or a designee). Captains requests for leave will be made and subject to, the approval of the Chief of Police.

B. The use of Leave on Holidays and other employee requests for less than one (1) full week of vacation, compensatory time and personal leave (including partial days) must be approved by the appropriate Captain or a designee. Special

events, staffing needs or a requirement to order another employee to work are reasonable grounds to deny a leave request.

C. Vacation – Full Week (Non Peak Vacation Period):

Lieutenants will submit their requests for one (1) or two (2) consecutive weeks of vacation to their respective Captain. Vacation approval will be on a first come - first serve basis.

D. Vacation – Full Week (Peak Vacation Period):

During peak summer and winter vacation periods, a sign up list will be posted for Patrol Division Lieutenants to request vacation, based on seniority. No more than two (2) Patrol Division Lieutenants may request vacation for the same periods. As soon as Lieutenants have had the opportunity to request vacation time, the list will recycle and Lieutenants may request a third (3rd) or subsequent week during the peak vacation periods if a Lieutenant slot is available. Any Lieutenant (Patrol Division or Detective Bureau) requesting a third (3rd) or subsequent consecutive week of leave, including any combination of vacation, flex, compensatory time, personal leave and shift swaps must submit that request to their respective Captain for approval.

E. Ordering and Leave:

When Lieutenant overtime is necessary for approved leave and a Lieutenant is not available to work voluntarily, an eligible Sergeant, or if no eligible Sergeant is available to be ordered, an eligible Lieutenant will be ordered to work to fill the shift vacancy.

F. Partial Day Requests for Leave:

Requests for leave amounting to less than eight (8) hours will be granted when possible but are subject to additional restrictions:

1. Leave will be deducted hour for hour unless the Town of Lexington must pay a four (4) hour minimum to replace the Lieutenant. In that instance, four (4) hours will be deducted from the Lieutenant requesting leave.
2. Lieutenant's partial vacation, flex and compensatory days are subject to the approval and discretion of the Captain(s). Legitimate operational needs will take precedence over the approval of leave including, but not limited to; volume of calls, special event coverage, inclement weather and the unavailability of staff for the subsequent shift.
3. No more than 20 partial days may be taken in any calendar year without permission of the Chief of Police or his/her designee.

10.9 Holiday:

The Town recognizes the following holidays which in each instance shall be the day determined as a legal holiday.

New Year's Day	Martin Luther King's Day
Washington's Birthday	Patriot's Day
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Christmas Day	

The Town and IBOP Local #501 specifically agree that the holiday known as Martin Luther King Day shall be so recognized only during such time or times as recognition thereof, by the Commonwealth of Massachusetts through statutory enactment remains in effect.

In addition to the foregoing, effective on the signing of this Agreement, 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.

In the event an employee's service terminates, the employee shall receive payment for those holidays that have occurred prior to the termination date. The existence of a holiday shall not affect an employee's regular work schedule, but each employee shall receive, in addition to regular pay, one day's pay for each holiday without regard to whether the holiday falls on a duty or an off duty day.

10.10 Vacations:

A. An employee who has attained in a calendar year the length of continuous fulltime indicated in the following table shall, during that year, be entitled to the length of vacation indicated:

<u>Length of Continuous Fulltime Service</u>	<u>Vacation</u>
More than 6 months but less than 1 year	1 week
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks

The additional week of vacation gained upon five (5) or ten (10) 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 which case the added vacation week may be authorized by the Chief of Police prior to the anniversary date.

An employee, who is discharged for cause, forfeits all right to vacation benefits. In the case of a resignation, an employee is entitled to prorated vacation benefit. If an employee is hospitalized during his/her vacation time, the period of hospitalization will be charged to sick leave to the extent possible.

B. In consideration of the new contract language; *Injured on Duty Leave* and *Requests for Leave*, the parties agree to amend Article 10 Section 10, Vacations as follows:

A week's vacation will consist of seven (7) working days. It shall be taken as seven (7) consecutive days from Saturday through Friday; seven (7) consecutive days starting with the B-shift Saturday and running through the A-shift the following Saturday.

In the event that an officer has less than five (5) working days scheduled during a vacation period, the fifth (5th) vacation day shall be scheduled as a single vacation day as shall the sixth (6th) and seventh (7th) vacation days. Vacation time may be used as single days in accordance with established guidelines. On-duty injury leave approved by the Chief of Police shall not be charged against vacation time. Final determination of vacation periods is exclusively reserved to the Chief of Police in order to ensure orderly operation of the department. As far as practicable, vacation leaves will be granted to meet employees' personal needs, with longer service employees being given preference as to choice. Summer vacation lists shall be posted in one (1) week periods. Employees shall be allowed, with the prior approval of the Chief, at his/her discretion, to carry over vacation time to the first quarter of the following year. Vacation lists shall include two exclusive vacation spots for use by the Lieutenants.

C. Vacation Election:

Annually, Captains and Lieutenants with at least 20 years of service as a police officer with the Lexington Police Department will have the option each December to choose to convert up to ten (10) unused vacation days to compensation (i.e., the Vacation Election), with such compensation paid on a bi-weekly basis in the ensuing fiscal year. The bi-weekly vacation election payment shall begin on July 1, 2008 (FY09) and shall be subject to all normal tax withholdings. The value of the vacation election payment will be based on the Officer's daily rate as of the fiscal year in which it is paid. The daily rate is defined as the base wage, educational incentive and night differential.

Notwithstanding the December election period described above, for FY09 the election period shall be for the 10 days following the signing of this agreement. This benefit is new to the Lieutenants who will be given access to the benefit beginning in FY09.

Vacation Election payment shall not be considered regular income for the purposes of retirement, educational incentive payments, overtime calculation, holiday pay or night differential pay.

D. Supplemental Vacation Election Payment:

In recognition of the change in the 2008-2009 Vacation Election practice impacting Captains, effective on July 1, 2008 (FY09) the parties agree to add to vacation election compensation \$50.00 for each vacation day that the Captains elect to convert to compensation, not to exceed the maximum of 10 vacation days described in the Vacation Election section above. This Supplemental Vacation Election Payment is not considered regular income for the purposes of retirement, educational incentive payments, overtime calculation, holiday pay or night differential pay, but will increase with successive negotiated salary increases. This additional Supplemental Vacation Election Payment shall apply only to the incumbent Captains (Corr and Sargent). This provision shall not apply to any newly appointed Captain unless negotiated by the parties.

E. An officer who was hired by the Town prior to January 1, 2001, and who has more than fifteen years of continuous full-time employment for the police department shall receive an additional five (5) vacation days per year provided the officer has never been suspended for abuse of sick leave.

F. Cadet Service Time:

The Town Manager will provide to the President of IBPO Local #501 a side letter of agreement relating to the buy back of cadet service time for purposes of calculating vacation accrual. Credit for such time will not be retroactive. It shall be prospective.

10.11 Sick Leave:

A. Employees shall be credited sick leave with pay at the rate of one and one quarter (1 ¼) days for each full calendar month of service. Sick leave credit shall begin to accrue for each employee on the first (1st) day of the month in which the employee begins regular full-time employment with the Town, and shall be credited on the first day of the month following the maximum of one hundred thirty-five (135) days. Employees shall be entitled to credit for sick leave accrued but not taken prior to the effective date of this Agreement.

B. Employees upon retirement (except disability retirement) who maintained during each of the last three (3) years of employment: 135 days of unused sick leave and met or exceeded the sick leave performance standard, will receive a one (1) time Employee Attendance Incentive payment of \$3,000. Meeting or exceeding the sick leave performance standards shall mean that the employee has used not more than 8 days or 64 hours of sick leave per year during the previous three (3) years. In the event of a partial calendar year, sick leave will be prorated for that period. Exceptions will be made only for those officers who had a history, during the most recent 48 consecutive month period (prorated as described above) of meeting or exceeding the sick leave performance standard, and who would have qualified but for a serious injury, illness or other medical condition that includes hospitalization, surgery, treatment, or periods of recovery that resulted in the employee not meeting the sick leave performance standards in one of the last three years as previously described. Officers not meeting the performance standards because of unique circumstances may otherwise receive

the incentive payment if approved by the Town Manager or his/her designee in writing.

C. Sick leave payments shall only be made for time actually missed from an employee's regular assigned shift; on account of sickness, off-the-job injury, quarantine in the family or at the discretion of the Chief of Police, incapacitation of the employee's spouse or serious injury to a member of the employee's immediate family as defined in Bereavement Leave, which is Section 13 of this Article. Sick leave payments shall be calculated at the employee's regular rate. The Chief of Police may require employees who are absent on account of sickness or injury to furnish a doctor's certificate or other satisfactory evidence of sickness or injury before authorizing payment of sick leave. It is agreed that on-duty injury leave approved by the Chief of Police will not be charged against an employee's vacation time or sick leave.

10.12 Sick Leave Bank:

A. Contributions to a Sick Leave Bank:

A Sick Leave Bank (hereafter referred to as the "Bank") will be established to receive mandatory donations from the individual members of IBPO Local #501 under the following terms and conditions:

1. An initial donation of five (5) days will be made by each member to start the bank. Participation in the sick leave bank is mandatory.
2. Donations of a single day will be made to the Bank on each successive July 1st until the Bank has a balance of 100 days.
3. Donations will stop upon attaining a balance of 100 days and will not begin again until the balance falls below 100 days.
4. Donations to the bank will not be included in determining eligibility for Employee Attendance Incentive payments under section 10.11 B of the Agreement between the Town of Lexington and the Collective Bargaining Unit.

B. Donations from Sick Leave Bank:

A member of IBPO Local #501 may be eligible for a withdrawal of sick leave days from the Sick Leave Bank to be deposited to their individual sick leave account under the following conditions:

1. The recipient must have exhausted all other available paid leave, including sick leave, vacation, personal days and if applicable compensatory time.
2. The recipient received approval from the Town Manager after having submitted a written request, provided adequate medical documentation confirming that a member is unable to report to work due to a serious illness, medical condition or off-duty injury, with a return to

work prognosis, and received a favorable recommendation after review by the Sick Leave Bank Committee.

3. Recipient will be eligible to receive no more than forty (40) Sick Leave Bank days per fiscal year.

4. Sick leave provided under this section will be treated as normal income and is subject to the same taxes and deductions as apply to the recipient's regular wages.

C. Other Leave Status:

1. The recipient while on Sick Leave Bank status will not accrue 1.25 sick days per month until having returned to work for at least one (1) full continuous calendar month of service.

2. The recipient will not accrue credit for vacation or personal days while on Sick Leave Bank status and only after having returned to work for one (1) continuous calendar month of service will future (January 1) vacation and personal days be allotted and then, only on a prorated basis to reflect actual time on Sick Leave Bank status.

3. The amount of time spent on Sick Leave Bank leave shall not be included in computation of continuous service, but shall not be deemed to be a break in service.

D. Sick Leave Bank Committee:

A Sick Leave Bank Committee will be established comprised of four (4) members: two (2) members will be designated by the Town Manager to serve at his/her sole discretion and two (2) members will be designated by Local # 501.

The Sick Leave Bank Committee, by majority vote, will recommend to the Town Manager whether an employees request for donation should be approved and the amount of Sick Leave Bank leave to grant based upon the following criteria:

1. Sick Leave Bank Days are to be specifically restricted to employees covered by the terms of this agreement for their personal prolonged, serious illness, off duty injury or medical condition and are not intended for any other purpose such as to permit the member to stay at home and care for a family member.

2. The Sick Leave Bank Committee has completed a review of all the facts and circumstances related to the employees request including but not limited to; medical documentation, utilization of all eligible leave and length of service to the Town of Lexington.

3. A recommendation of approval to the Town Manager will not exceed an initial allocation of twenty (20) Bank days.

4. Upon a continued demonstration of need the committee may recommend approval to the Town Manager of a subsequent allocation of up to twenty (20) Sick Leave Bank days. Recipients will receive no more

than forty (40) Sick Leave Bank days in total per fiscal year, unless authorized by the Town Manger.

5. The decisions of the Sick Leave Bank Committee and Town Manager with respect to all aspects of administration of this benefit program and contract section shall be final and binding and not subject to the grievance and arbitration provisions of this contract.

10.13 Bereavement Leave:

In the event of the death of an employee's immediate family member, an employee may be granted leave with pay for the employee's regular assigned shift in order to attend funeral services or to make burial arrangements or household adjustments. Such leave shall not be granted except with the approval of the Chief of Police and shall be for such periods of time and subject to such conditions as the Chief of Police shall deem reasonable. In no event shall any employee receive more than a total of four (4) paid days of bereavement leave for a family death. The term "immediate family" as used herein shall include spouse, child, father, mother, sister, brother, mother-in-law, father-in-law, grandparent or any relative who regularly resides with the employee as a member of his/her immediate household. At the Chief's discretion, one (1) day of bereavement leave will be given in the event of the death of a relative that is not already covered under this section.

10.14 Personal Leave:

Upon request of the Chief of Police, and at the Chief's discretion, an employee may use up to three (3) days per calendar year for personal leave to deal with urgent personal business which cannot be conducted on the employee's off-duty time. Such personal days shall not accrue from year to year. Members may request a third (3rd) personal day as long as it does not create an ordering situation.

10.15 Family and Medical Leave:

The Town acknowledges that bargaining unit members are eligible for maternity leave in accordance with the Family and Medical Leave Act and M.G.L. Chapter 149 Section 105D and applicable regulations. Female unit members will be granted twelve (12) weeks off for maternity leave. The twelve (12) weeks off may be taken as sick leave. If the employee does not have enough sick leave accrued, the employee may use a combination of sick leave and vacation leave or a combination of sick, vacation and unpaid leave to cover the twelve (12) weeks.

10.16 Military Leave:

A. Members of the bargaining unit who are members of a state or federal military reserve unit shall be entitled to leave of absence from a permanent position for compulsory military service under orders, with up to one (1) normal working week of such leave to be with full regular straight time pay for normally scheduled work hours.

B. Military leave of absence with full regular straight time pay shall be granted to members of the bargaining unit on occasion of their required

appearance under orders from the military or for physical examinations required by the military.

C. As accepted under Article 35, of the 2004 Annual Lexington Town Meeting Chapter 137, Section 1 of the Acts of 2003, military leave of absence with pay, under the following conditions, shall be granted to members of the bargaining unit who are members of the army national guard, the air national guard or a reserve component of the Armed forces of the United States called to active service in the armed forces of the United States. For purposes of this section, the words “active service” shall not include active duty for training in the army national guard or air national guard or as a reservist in the armed forces of the United States which shall be covered by Section A.

A bargaining unit member eligible under this section:

1. Shall be paid his/her regular base salary as such a public employee for each pay period of such military leave of absence, reduced by the amount received from the United States as pay or allowance for military service performed during the same pay period, excluding overtime pay, shift differential pay, hazardous duty pay or any other additional compensation.

2. Shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensatory time or earned overtime.

D. Every employee desiring military leave as provided hereunder shall request it in writing in advance from the Chief of Police, and such request shall provide written proof from the military, indicating the date of departure and length of service required.

E. Leave of absence for military duty shall not affect an employee’s continuous service for the purposes of longevity. Military leaves of absence in excess of two (2) weeks shall affect an employee’s continuous service for the purpose of sick leave, vacation, and other benefit accrual.

F. Military leave shall be administered in accordance with state and federal law.

10.17 Health Insurance:

Pursuant to the provision of M.G.L. Chapter 32B Section 19, the Town and the IBPO Local #501 hereby agree that the provision for health insurance shall be negotiated through the Coalition Negotiation Subcommittee and the Town.

10.18 Mileage and Meal Reimbursement Plan:

When employees use personal vehicles to attend meetings or trainings approved by the Chief of Police or his/her designee, a mileage reimbursement per mile will be provided to the employee that is consistent with I.R.S. Standard Mileage Rates. When a meeting or training is scheduled and attended in lieu of reporting to the police station, mileage reimbursement will be made to the employee for those miles that exceed the normal commute to and from work only.

Meal reimbursements for employees attending trainings, conferences and meetings will be made consistent with the policy of the Town of Lexington that reimburses Town of Lexington Employees at a per diem rate of not more than \$35.00 per day. That limit is based upon a reimbursement plan that includes reimbursements of not more than \$7.00 for breakfast, \$8.00 for lunch and \$20.00 for dinner.

ARTICLE 11: INJURED ON DUTY (IOD)

11.1. When a police officer is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41, Section 111F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. Chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Department's IOD Policy.

11.2. Determination of IOD Status:

The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41 Section 111F shall be made by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the Police Officer may be placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for IOD status, the employee exhausts his/her banked non-occupational sick leave and the delay in making the determination is not unduly caused by an act or omission of the employee, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to IOD status.

11.3. Physical/Psychological Examinations:

The Town may require a police officer who requests benefits under this section to submit to physical or psychological examinations, at the expense of the Town, prior to being placed on IOD status and at reasonable intervals once such status has been granted. Such examinations may include the assessment of incapacity, diagnosis, prognosis and causation. Such examinations will be conducted by a physician who is Board Certified or is a specialist in the field, which is directly related to the illness/injury for which benefits are sought.

11.4. Records Release:

As a condition of receiving benefits under Chapter 41, §111F or reimbursement of medical expenses under Chapter 41 §100, the employee shall sign a release to the Town for all hospital and medical records which are relevant to the determination of eligibility

for such benefits. All employee medical information will be kept strictly confidential as provided by all applicable laws.

11.5 Disputes:

Disputes involving eligibility for benefits under this Article shall be resolved under the grievance and arbitration provisions of this Agreement.

11.6 Medical Case Management:

The Town, or its designated occupational health consultant will review all requests for indemnification of medical expenses and will determine what reimbursements and payments for reasonable and customary medical expenses will be made.

ARTICLE 12: GRIEVANCE PROCEDURE

12.1 A grievance is hereby defined to mean an alleged violation of a specific term of this Agreement, or a dispute involving the interpretation or application of the expressed provisions of this Agreement, affecting any employee covered hereunder or any group of such employees having the same complaint. The word “employee” as hereunder used shall mean either employee or employees as appropriate. A grievance may be filed by one of the following:

1. An individual employee by his or her own signature;
2. A group of employees by their own signatures;
3. The Union by signature of the President on behalf of one or more members or employees.

12.2 Grievances which arise shall be settled in the following manner:

1. Failure at any step in this procedure to communicate the decision on a grievance within the specific time limit shall permit the aggrieved employee to proceed to the next step.
2. Failure at any step of this procedure to appeal the grievance the next step within the specified time frame, shall be deemed to be acceptance of a previous decision rendered, and a waiver of the complaint and of the right to proceed further under the grievance procedure.
3. By mutual agreement of the parties to a grievance proceeding, the time limits established in the grievance procedure may be specifically extended at any step.

Step 1 – The grievance shall be presented in writing to the Chief of Police and shall include a clear statement of the grievance, reference to the specific provision or provisions of the agreement allegedly violated, and the specific remedy requested. The grievance must be instituted in accordance with the procedure set forth herein within five (5) business days following the date of the occurrence giving rise to the grievance. Such grievance shall be presented by the grievant or at his/her option by the appropriate union representative. The Chief of Police and the grievant, at a conference that shall be scheduled no later than ten (10) business days following receipt of the written grievance to the Chief of Police, shall discuss the grievance. The Chief of Police will render a decision no later than five

(5) business days following the date of the grievance conference. By mutual agreement between the Chief of Police and the grievant/union, the number of business days referenced above may be extended. In the event that there is no resolution of the grievance, the grievant individually or at his or her option through the appropriate IBPO Local #501 representative, may process the grievance to Step 2 provided such appeal is made in writing as set forth above within five (5) business days of their receipt of the decision in Step 1.

Step 2. – Grievances processed in Step 2 shall be submitted in writing by its grievant, or at his or her option, by the appropriate Union representative to the Town Manager. The Town Manager or his or her designee shall schedule a conference to discuss the grievance no later than ten (10) working days following receipt of the appeal from the Step 2 decision. The decision of the Town Manager or designee shall be rendered in writing no later than ten (10) working days following the date of the conference.

12.3 If the grievance remains unresolved after being processed through the foregoing procedure, the Union may, within thirty (30) calendar days after the decision in Step 2, submit the grievance to arbitration with a single arbitrator by filing a demand for arbitration with the American Arbitration Association in accordance with their rules and procedures. The parties shall select an arbitrator from the lists supplied by the American Arbitration Association in accordance with their procedures. The arbitrator shall have jurisdiction solely over the issue submitted and shall have no authority to alter, amend or modify this Agreement in any way. The arbitrator's award shall be final and binding on the parties insofar as permitted by law. The fees and expenses of the arbitrator, together with charges related to the hearing, including, but not limited to, the cost of any transcript or testimony, a copy of which is furnished to the arbitrator, shall be shared equally by the Town and the Union.

12.4 No decision made under this grievance procedure shall diminish the authority and power of the Civil Service Commission or the Retirement Board of the Town of Lexington.

12.5 This grievance procedure shall not apply to any matter which has been made the subject of a proceeding before the Civil Service Commission and if any matter which has been made a grievance hereunder is subsequently taken to the Civil Service Commission by any party, all further proceedings on such matter under this grievance procedure shall cease.

ARTICLE 13: EDUCATIONAL CAREER INCENTIVE

13.1. The Town, in recognition of the benefits to be derived through the continuing education of the employees covered by this Agreement, hereby agrees to the establishment of an educational incentive pay program with the following terms:

13.2 Payment of Educational Career Incentive:

A. Effective each July 1, the Town shall pay as part of an officer's weekly pay, one hundred percent (100%) of the amount set forth in M.G.L. Chapter 41 Section 108L for which the officer is eligible.

B. In the event the Commonwealth fails to reimburse the Town for one-half (50%) of the cost of such payment in any fiscal year as set forth in M.G.L. Chapter 41 Section 108L, the Town will be obligated only to pay one-half (50%) of the cost of the payments required by M.G.L. Chapter 41 Section 108L for that fiscal year.

C. In such case, the Town shall deduct from the pay of each officer receiving benefits pursuant to G.L. Chapter 41 Section 108L the dollar difference between the one-half (50%) reimbursement requested of the Commonwealth pursuant to M.G.L. Chapter 41 Section 108L and the lesser amount actually reimbursed to the Town for that fiscal year. The amount shall be deducted in equal installments from an officer's weekly pay effective in the payroll period next following the date of receipt by the Town of reimbursement from the Commonwealth through the last payroll period of that fiscal year.

D. It is agreed that individual officers, as well as the IBPO Local #501, are deemed to have authorized any salary deductions made pursuant to subsection C above.

13.3 If the Commonwealth repeals or amends M.G.L. Chapter 41 Section 108L, the Town shall continue to be responsible to pay one-half (50%) of the cost of the payments that had been set forth in G.L. Chapter 41 Section 108L.

13.4 If for any reason the Town is obligated to pay more than one-half (50%) of the cost of the payments set forth in G.L. Chapter 41 Section 108L as it relates to base salary in any fiscal year, the Town may reopen the Agreement upon written notice to IBPO Local #501. Within ten (10) days after such notice, the parties shall renegotiate the salary and other economic provisions in the Agreement to reduce to one-half (50%) the Town's cost of M.G.L. Chapter 41 Section 108L. In the event the parties are unable to reach agreement on reducing to one-half (50%) the Town's cost of M.G.L. Chapter 41, Section 108L payments in that fiscal year, the Agreement shall be deemed to be modified by the immediate reduction from the base salary of any officer receiving educational incentive payments by the amount of the payment by the Town in excess of the Town's obligation to pay only one-half (50%) of the cost of the payment. This amount shall be deducted in equal installments from an officer's weekly pay effective in the payroll period next following the date that the Town is obligated to pay more than one-half (50%) of the cost of the payments until the last payroll period of that fiscal year.

13.5 In addition to the above, IBPO Local #501 shall defend, indemnify and hold the Town of Lexington free and harmless from and against any and all claims, demands, suits or other actions, whether contractual or legal, or other form or liability which may arise by reason of any administrative action taken by the Town under the Quinn section of this Agreement, including any reasonable attorney's fees the Town is required to expend in the defense of any legal action or other proceeding arising out of this Agreement.

ARTICLE 14: ACCESS PERSONNEL RECORDS

Upon written request, an officer will not be denied the opportunity to see and read his or her personnel file and have access to copy any part of it.

ARTICLE 15: JOB VACANCIES

All job vacancies within the Lexington Police Department will be posted as they occur, thereby assuring all personnel an opportunity to apply.

ARTICLE 16: PROMOTIONAL PROCESS

Within parameters approved by the Civil Service Commission and the Human Resources Division, the Town of Lexington retains the right to determine and execute the method of evaluation and testing of candidates for promotion to Captain or Chief, including but not limited to any combination of interview panel, assessment center testing and or civil service testing and will provide unit members with advance notice of the evaluation and testing method established for an open position.

ARTICLE 17: BENEFICIARY PAYMENTS

In the event an employee's termination from employment is caused by his/her death, all payments of regular compensation, overtime compensation earned but not yet paid, accrued compensatory time, detail pay earned but not yet paid, holiday pay, sick leave incentive pay if qualifying under Article 10.11B of the Agreement, and other forms of compensation, will in accordance with law, be made payable to the estate of the deceased employee.

ARTICLE 18: DURATION OF AGREEMENT

This Agreement shall be in effect July 1, 2007 and shall expire June 30, 2009. Negotiations for a successor agreement shall commence upon the written request of either party delivered on or before October 31, 2008, with the equal goal of completing such a procedure in or reaching agreement prior to the 2009 Town Meeting. This Agreement shall continue to be enforced in effect until a successor Agreement is reached.

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 International Brotherhood of Police Officers #501, has caused this instrument to be signed by its President, thereunto duly authorized by the membership of the Collective Bargaining Unit, as of the day and year first above written.

