



AGREEMENT

BETWEEN

THE

TOWN OF LEXINGTON

AND

**LEXINGTON MUNICIPAL EMPLOYEES
ASSOCIATION**

July 1, 2007 - June 30, 2009



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Preamble

Pursuant to the provisions of Chapter 150 E of the General Laws of Massachusetts, this Agreement is made by and between the Town of Lexington, a municipal corporation in Middlesex County, Massachusetts, hereinafter referred to as the Town and Lexington Municipal Employees Association, hereinafter referred to as the Association.

1. Purpose

The Town and the Association are committed to providing high quality services for the residents of Lexington. The Town and the Association enter into the following agreement believing that mutually supportive, professional conditions free of personal and political considerations are essential to create a high performance environment/organization. It is the intention of the Association to formalize the working relationship with the Town Manager, to whom they report, in order to maintain a work environment free of political influence, where employees' recommendations, advice and guidance are based upon knowledge, skills and abilities and are free from personal considerations.

2. Town Manager Responsibility

The Selectmen-Town Manager Act confers upon the Town Manager, appointing authority for positions covered by this contract. The Association acknowledges the Town Manager's right to administer all provisions of law, votes of Town Meeting, and regulations made by the Selectmen. The Town Manager supervises and is responsible for the administration of the organization, departments and employees, including the right to discipline, suspend or discharge employees for just cause.

The Association is committed to the high performance culture in which our ability to perform our duties and carry out the mission of the Town is conducted collaboratively in a professionally supportive/supported manner and with mutual respect. In order to maintain an open, honest working environment, the members of the Association must continue to feel that their work on behalf of the Town is conducted based upon a flow of ideas and information and of respect. This agreement is fundamentally based on the notion that the co-signers of it operate and maintain respect for one another, their professions and their beliefs.

3. The Association's Responsibility

The Association is the legally recognized bargaining agent of the Lexington Municipal Employees Association to negotiate in good faith with the Town Manager on wages, hours and working conditions as provided for in this Agreement.

The Town recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment. Nothing in the Preamble is subject to conflict resolution.

Prohibited Practices

The Association and the Town are subject to the laws stated under Section 10 of M.G.L. Ch. 150. E governing prohibited practices in public bargaining. The signature of this agreement verifies the continued acceptance and adherence of said laws. (See Exhibit E.)

Definitions

“Association” – The Lexington Municipal Employees Association

“Town” – The Town of Lexington, Massachusetts

“Full-Time Employee” or “Full-Time” – Defined as any employee covered under this agreement who works a minimum of 35 hours/week (37 for Library employees and 40 for DPW employees).

“Part-Time Employee” or “Part-Time” – Defined as any employee covered under this agreement who works less than 35 hours/week (37 for Library employees and 40 for DPW employees). Part-Time employees that work more than 20 hours/week are eligible for health and dental benefits, as well as prorated vacation and sick leave.

Part-time employees that work less than 20 hours per week are not entitled to health and dental benefits, but are entitled to pro-rated holiday and sick leave.

Article 1: Recognition

The Town recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other terms and conditions of employment of the employees whose primary responsibility it is to produce work and execute the daily operations of the Lexington Town Offices, Police, Fire, COA, Library and DPW departments not otherwise belonging to any other union or association.

Article 2: Management Rights

2.1 Except as expressly and specifically limited or restricted by a provision of this Agreement, the Town has and shall retain the full rights of management and direction of operations. Such rights of management include among other things, but are not limited to, the right to plan, direct, control, initiate and discontinue programs, services and operations, in whole or in part; to determine the programs or services to be provided; to change the manner or method in which programs or services are provided; to change or introduce new manners, methods or facilities to be utilized; to subcontract those programs or services or parts thereof that the Town deems advisable; to discharge or discipline employees for just cause; to determine the workforce; to determine the number of employees it shall employ at any time and the qualifications necessary for any of the jobs it may have or may create in the future; to assign work duties in accordance with the

determinations of the needs of the jobs; and to transfer, assign or reassign employees as its programs or services may require. It is agreed that management's rights shall not be deemed to exclude other management rights not specifically enumerated.

2.2 The Town shall have the right to make and enforce reasonable rules and regulations governing its services and programs, the manner and means of performing work, performance standards, attendance, and any other matter so long as said rules and regulations are not in conflict with this Agreement. The Town shall have the right, from time to time, to change, alter, amend and add to such rules. The Association agrees to assist the Town in upholding and enforcing such rules and regulations.

Article 3: Hours of Work

3.1 The normal hours of work are 8:30 am – 4:30 pm, (7:00am to 3:30pm for DPW) Monday thru Friday for most employees. Some departments have different hours or can take advantage of “flex time” but in total work 35 (40 hour week for DPW, 37 hour week for Library) hours in a week.

3.2 Flexible work schedule (flex time) is defined as follows:

- a. Employees report to work no earlier than 7:00 a.m.
- b. Employees remain at work no later than 6:30 p.m. (5:00 p.m. on Friday)
- c. Establish a minimum ½ hour lunch break.
- d. Work schedule to be approved by the Department Manager and the Town Manager or designee.
- e. Any denials of “flex time” must be given to the employee in writing stating the reason(s) of denial.
- f. Employees may appeal to the Deputy Town Manager or designee, if their request is denied.

Consideration is given to longevity if conflict arises among staff.

Article 4: Dues

4.1 The Association will authorize the deduction of \$5.00 per month from the membership. Subject to applicable law as set forth in Chapter 180, Section 17A of the General Laws of the Commonwealth of Massachusetts. The Employer shall deduct from earned wages monthly in the first payroll of the month, dues for those members who wish membership in the Association. Membership in the Association shall not be a condition of employment. Employees who individually authorize the deduction of dues shall do so in writing on a form approved by the Employer. The Employer will remit all sums deducted under such check to the Secretary/Treasurer of the Association, together with a list of employees from whom such dues have been deducted. Such remittance shall be made by the 30th day of the same month in which the dues were deducted.

4.2 The Association shall indemnify and hold harmless the Employer against any claim, demand, suit or other form of liability that may arise out of, or by reason of, action taken by the Employer for the purpose of complying with this Article.

The Employer will incur no liability for the loss of dues money after the Association representative receives said money from the Town Treasurer/Collector.

Article 5: Conflict Resolution

5.1 The purpose of conflict resolution is to encourage open dialogue and a team approach to problem solving among employees at all levels of the organization in order to secure equitable solutions to problems affecting the welfare or working conditions of employees that may arise from time to time, as quickly as possible and at the source. All parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the process.

5.2 The Association will have a standing Association Conflict Resolution Committee (A.C.R.C.) appointed with mutual agreement by the Association's Executive Committee and the Town Manager and will consist of five (5) to seven (7) employees.

5.3 Conflicts will be resolved in a high performance process. The employee with a conflict is responsible to discuss the issue first directly with other involved employee(s) or his/her immediate supervisor with the objective of resolving the matter informally. If the employee is not satisfied with the resolution at this level within ten (10) workdays after the discussion, he/she may state the nature of the conflict in writing and present it to the A.C.R.C. that will consider the issue. The A.C.R.C. will meet to consider the issue within five (5) workdays of receiving the employee's written complaint and document their recommendation(s) for resolution for the employee and his/her supervisor with the provision that the Town Manager has the opportunity to have input into the recommendation. The recommendation will be forwarded to the Town Manager within ten (10) workdays of the petition. The Town Manager may refer an action back to the A.C.R.C. for recommendation giving specific rationale for his/her action to the recommended resolution. The A.C.R.C. will work with the Town Manager within five (5) days of receipt and negotiate a final resolution that will be communicated with the employee by the A.C.R.C.

Article 6: Introductory Period & Step Increases

6.1 New employees shall serve a six (6) month introductory period. Prior to the end of that time, the employee's supervisor is expected to complete a performance review. As an outcome of the performance evaluation, the supervisor may opt to extend the introductory period for an additional three (3) months. If the introductory period is extended beyond the six (6) month period, the performance evaluation shall reflect the date of extension, the reason for the extension and the expectations the employee must meet in order to satisfactorily complete the introductory period. The employee's supervisor is expected to meet with the employee on a regular basis during the time the employee is on an extended introductory period to discuss the employee's progress.

During the introductory period the employee may be discharged at any time for any reason at the sole discretion of the Town.

6.2 At the successful conclusion of the introductory period, employees will be credited with all accrued benefits and granted an increase in pay equal to the next Step Level per the wage scale.

6.3 On the employee's second anniversary or eighteen (18) months whatever came sooner after the end of the introductory period, employees with satisfactory performance, shall move to the next step level. Thereafter, the employee is eligible for step increases every anniversary until the final step level is reached.

6.4 All step increases are dependent upon a satisfactory performance review. The anniversary date is defined as the date of hire unless otherwise changed by promotion or transfer to a new position

Article 7 Civic Duty / Jury Duty

7.1 Full-time and part-time employees will be paid by the Town during the period required for jury duty for the difference between the amount paid them by the Court, excluding travel allowance, and the amount of regular straight-time pay which would normally be received from the Town for scheduled work time spent on approved civic duty/jury leave. An employee summoned as a witness in Court on behalf of the Commonwealth or any town, city or county of the Commonwealth or on behalf of the Federal Government shall be granted civic duty leave with pay upon filing of the appropriate notice with their department manager except that this Article shall not apply to an employee who is also in the employ of another town, city or county of the Commonwealth or in the employ of the Federal Government or any private employer and who is summoned on a matter arising from that employment.

7.2 Official summons to jury duty or witness appearances must be presented in advance to the department manager to receive authorized civic duty leave.

7.3 To qualify for payment hereunder, the employee must furnish the Finance Department with complete and satisfactory evidence of the jury or witness fees received. As a condition to receiving payment from the Town hereunder, an employee on authorized civic duty/jury leave who is discharged from Court service for the day or a major portion thereof during the regular work hours must report to work.

7.4 Absence due to authorized civic duty/jury leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.

7.5 Civic duty/jury leave shall not be authorized for an employee who is involved in personal litigation.

Article 8: Military Leave

8.1 Members of the Association 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 normal working week of such leave to be with full regular straight time pay for normally scheduled work hours.

8.2 Military leave of absence with full regular straight time pay shall be granted to members of the Association on occasion of their required appearance under orders from the military or for physical examinations required by the military.

8.3 As accepted under Article 35, Section 1 of Chapter 137 of the Acts of 2003 of the 2004 annual Lexington Town Meeting, 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.

An Association member eligible under this section:

- a) 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.
- b) Shall not lose any seniority or any accrued vacation leave, sick leave, personal leave, compensation time or earned overtime.

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

8.5 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 weeks shall affect an employee's continuous service for the purpose of sick leave, vacation, and other benefit accrual.

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

Article 9: Holidays

9.1 The following days will be considered to be paid holidays:

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

9.2 The Town celebrates holidays on the date designated by the State. That is, if the holiday falls on a Saturday, then the day off will fall on Friday. If the holiday falls on Sunday, then Monday will be considered a holiday. Both parties will mutually agree in writing upon any change.

9.3 If an approved holiday falls within a scheduled vacation, a compensatory day will be scheduled at a mutually convenient time.

9.4 In addition, employees will have one (1) day per year to be taken at any time. The floating holiday may be used as a religious observance day or in celebration of one's date of birth.

Article 10: Vacations

10.1 Unless otherwise agreed to, employees hired after July 1, 2007 become eligible to earn vacation after successful completion of the introductory period per the following annual vacation schedule:

- During the first 24 months accrue .833 days per month
- At 25 months of continuous service accrue 1.25 days per month
- At 61 months of continuous service accrue 1.66 days per month
- At 121 months of continuous service accrue 2.08 days per month

10.2 Vacation time continues to accrue and shall not exceed 25 days unless approved in writing by the Town Manager. Once an employee accrues 25 days of vacation they will stop accruing additional vacation time each month until said level of unused vacation falls below 25 days.

10.3 The Town Manager may, at his sole discretion, credit members of this bargaining group with up to five years of service in order to allow a vacation accrual rate at an amount greater than provided in this section.

10.4 Unless otherwise agreed to employees hired before June 30, 2007 are eligible to the following annual vacation schedule:

- After 1 year of continuous service 15 days
- After 5 years of continuous service 20 days
- After 10 years of continuous service 25 days

After the first full year of employment vacation accrual is granted on January 1 of each year.

10.5 Vacation must be used in the calendar year awarded, however employees can carry over up to five (5) days of vacation by petitioning their supervisor in writing before the end of the calendar year. Additional carry over requests shall be approved by the Town Manager upon recommendation of the Department Head if there are extenuating circumstances.

10.6 Upon termination of employment, the employee shall receive payment equal to the amount of vacation pay he/she would have received had the termination not occurred.

10.7 Full-time and those part-time employees who earn vacation leave may opt to sell back up to five (5) days of vacation time to the town. Vacation buy back will be paid in December of each year.

10.8 Department of Social Services employees are granted the day after Thanksgiving as a day off and are required to use accrued leave for this benefit. Employees working in the Supportive Day Care Program are required to use accrued leave when the facility closes for up to five (5) days during the Christmas holiday season.

Article 11: Sick Leave

11.1 Regularly employed full-time employees covered by this Agreement will be credited with sick leave with pay at the rate of one and one-quarter (1 ¼) days for each calendar month of service. Unused sick leave will accumulate from year to year up to 135 days.

11.2 Part-time employees will receive pro-rated sick leave.

11.3 Sick leave may be granted for personal illness or off the job injuries, which prohibits an employee from meeting the essential functions of his/her position, including:

- 8 weeks of maternity leave.

Article 12: Sick Leave Bank Eligibility Program

12.1 A sick leave donation plan has been established to cover Association employees who have a serious medical condition that causes them to exhaust all available paid leave.

The following steps will be taken to establish and maintain the bank:

- a) The Sick Leave Bank will be seeded, on July 1, 2007 on a one-time basis, with 320 sick days. All prior sick leave Bank days donated by current or prior LMEA members, shall cease to exist.
- b) Whenever the Bank falls below 200 days, each member of the LMEA shall contribute one day of their personal accrued sick leave to the Bank, to bring the balance back to 200 days or a greater amount resulting from the contribution of one day from each member of the bargaining unit. This contribution shall be made on July 1 of each year, if necessary.

12.2 An association member may be eligible for a withdrawal of sick leave days from the Bank to be deposited into their individual sick leave account under the following terms and conditions:

- a) The recipient must have exhausted all other available paid leave, including sick leave, vacation, personal days and if applicable, compensatory time.
- b) 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 prolonged serious illness, medical condition or off-duty injury, with a return to work prognosis and a favorable recommendation after review by the Sick Leave Bank Committee.
- c) Recipient will be eligible for no more than a maximum of forty (40) Bank days per calendar year.
- d) The recipient, while using sick Bank leave will not receive credit for such leave for the purpose of determining future vacation or other leave eligibility.
- e) The recipient, while using sick Bank leave will not be entitled to receive vacation, personal days or sick leave credits until having returned to work for at least a full continuous calendar month of service and will have an accumulation of zero (0) sick, personal and vacation days upon return to work.
- f) The amount of time spent on extended sick leave shall not be included in computation of continuous service, but shall not be deemed to be a break in service. Use of sick Bank days shall change the employees anniversary date for the purpose of future salary step increases.
- g) 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.

12.3 Sick Leave Bank Committee

- a) A Sick Leave Bank Committee will be established comprised of four (4) members: two (2) members will be designated by the Town Manger to serve at his/her sole discretion and two (2) members will be designated by LMEA.
- b) The Bank committee by vote will recommend to the Town Manager whether a member's request for donation should be approved and the amount of sick leave to grant based upon the following criteria;
 1. Bank days are to be specifically restricted to association members 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 home and care for a family member. There shall be a complete review of all the facts and circumstances related to the members request including but not limited to; a release of information

forms, adequate medical evidence, utilization of all eligible leave, and length of service to the Town of Lexington.

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

Upon a continued demonstration of need, the committee may recommend approval to the Town Manager of a subsequent allocation of up to twenty (20) Bank days. Recipients will receive no more than forty (40) Bank days in total, per calendar year, unless authorized by the Town Manager.

- c) 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 conflict resolution provisions of this contract.

Article 13: Sick Leave Incentive Program

13.1 Upon retirement employees who meet the following criteria (except disability retirement) will receive a one-time employee attendance incentive payment of \$3,000 who has maintained during the preceding thirty-six (36) months of employment and meet both of the following criteria:

- 120 days of unused sick leave,
- Who have met or exceeded the sick leave performance standard, which shall not exceed five (5) days.

13.2 Exceptions will be made only for those employees who had a history (during the most recent 48 consecutive months) of meeting or exceeding the sick leave performance standard and who would have qualified for the attendance incentive payment but for a serious, unexpected and unplanned off-duty injury, illness or medical condition that includes overnight hospitalization and/or surgery and recovery that resulted in not meeting the acceptable sick leave performance standard in one (1) of the last three (3) years (36 months). Employees not meeting the performance standard because of unique circumstances may receive the incentive payment if approved in writing by the Town Manager or designee.

13.3 Employees may appeal denial of the sick leave incentive to the Deputy Town Manager or designee.

Article 14: Bereavement Leave

14.1 Employees will be granted up to a maximum of five (5) consecutive and uninterrupted workdays of paid leave beginning at the time of death of a member of the immediate family, unless otherwise waived by the Town Manager.

14.2 The term “immediate family” is defined as spouse, child, father, mother, sister and brother, grandparents, stepchildren, grandchildren and in-laws [or any other relative residing with the employee with petition to the Town Manager]. The employee may petition the Town Manager, with a recommendation from the department head, for

additional days or coverage for other extenuating circumstances involving family situations.

Article 15: Personal Leave

15.1 Full time employees are eligible and may take up to twenty-one (21) hours of paid leave for thirty-five (35) hour per week employees; twenty-two point two (22.2) hours per week for thirty-seven (37) hour per week employees and twenty-four (24) hours of paid leave for forty (40) hour per week employees per calendar year to conduct personal business. This leave is granted at the discretion of individual department heads. Personal leave does not accumulate from year to year. It cannot be taken as compensation upon termination of employment.

15.2 Employees denied use of Personal Leave may appeal to the Deputy Town Manager or designee.

Article 16: Unpaid Leave

16.1 After satisfying the introductory period, employees may be granted a leave of absence up to three (3) months. Requests for leaves of absence will always be at the Town Manager's sole discretion, however requests for a leave of two (2) weeks or less may be approved by the department head. All requests for a leave of absence must be made in writing.

16.2 The employee must return from their leave at the designated date in order to be guaranteed a position in the same classification. He/she will receive credit for length of service if he/she returns to work when his/her leave is over.

16.3 The Family Medical Leave Act of 1993 requires employers to provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family medical or his/her own medical needs. Refer to Appendix A.

Article 17: Benefit Plans

17.1 This Association will be recognized as part of the Bargaining Coalition as defined in Chapter 32B Section 19 concerning benefit negotiations. The Association will have a designated representative on the coalition who will have a proportional vote for Association members. The Town of Lexington has adopted Section 19 of Chapter 32B and all Municipal and School Department Unions and Associations bargain with the Town for benefits. Currently the benefits include Health and Dental Benefits as agreed to by the Coalition.

17.2 Employees can contribute to a flexible spending account for medical and dependent care. A deferred compensation account is also available with several different approved providers.

Article 18: Tuition Program & Certification Stipend

18.1 The Town supports employee's efforts to strengthen their professional skills and in so doing provides a tuition and certification program.

18.2 Employees shall be eligible to receive up to 75% reimbursement for tuition and related expenses upon completion of each course provided the employee received prior written approval of the Town Manager, and the employee earns a passing grade. Every effort is made to provide financial support for reasonable requests, however, all requests are subject to the limitations of available funds and the discretion of the Town Manager. If an employee does not complete the course with a passing grade, the Town is not required to provide tuition reimbursement despite pre-approval of the course.

18.3 The Town Manager may elect to set a cap on the total dollar amount of a reimbursement for an employee.

18.4 All of the following criteria must be met in order to receive the \$500.00 certification stipend. If the employee has attained more than one certification, then he/she shall only receive one payment of \$500.00. The employee must maintain the certification to continue to receive this stipend and shall provide documentation of such each year. Payment shall be in one lump sum normally on the first payday in June of each fiscal year.

- That the certification be pre approved by the Department Manager and Human Resource Director or designee;
- That the certification is from a recognized professional association or organization;
- That the certification is consistent with the employee's current position requirement;
- That the certification is not already required in the position description;
- That the certification has an annual requirement for continuing education/training hours, and documentation is provided as to the level of course activity undertaken, unless waived by the Town Manager; and
- That obtaining the certification requires a meaningful effort by the employee.

Article 19: Compensatory Time

At the discretion and prior approval of the employee's Department Head or designee, and in accordance with the provisions of the United States Fair Labor Standards Act, paid compensatory time off from normally scheduled work hours may be provided to eligible employees, in lieu of payment for approved overtime work. Earned and paid compensatory time shall be reported biweekly to the Department Head or designee. Payment for banked compensatory time 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 advanced approval of the Town Manager.

Article 20: Indemnification

The Town of Lexington shall indemnify and hold harmless any employee covered by this agreement against any claim, suit, or judgment by a reason of any act or omission, except an intentional violation of civil right of any person, criminal conduct or intentional tort, if the employee at the time of such act or omission was acting within the scope of his/her official duties.

Article 21: Outside of Normal Hours

21.1 The Town shall pay overtime to eligible employees in accordance with the provisions of the United States Fair Labor Standards Act. All time for which an employee is on full pay status, such as sick leave, vacation leave, etc. shall be considered time worked for the purposes of calculating overtime compensation. All worked overtime must be approved in advance by the Department Head or designee.

21.2 Any non-exempt employee called back to work after having completed their assigned work and left their place of employment and before their next regular start time shall be guaranteed a minimum of three (3) hours of pay.

21.3 Any non-exempt employee called back to work on a Sunday or observed holiday after having completed their assigned work and left their place of employment and before their next regular starting time shall be guaranteed a minimum of four (4) hours of pay.

21.4 Non-exempt staff that is responsible for attendance at evening meetings shall be guaranteed a minimum of two (2) hours of pay.

In addition to the length of the meeting, employees will be allowed a set-up and clean-up period of one half (1/2) hour before and one half (1/2) hour after the meeting for a total of one (1) hour. This hour will be added to the total time of the meeting attended.

Article 22: Longevity

22.1 Effective July 1, 2007 all employees shall receive longevity payments according to the following formula:

<u>Years of Service</u>	<u>Payment</u>
After 10	\$ 200
After 15	\$ 400
After 20	\$ 600
After 25	\$ 800
After 30	\$ 1,000

22.2 Such payments shall be paid biweekly but shall not be included in the base wage. Years of service shall be computed as of June 30 of the prior fiscal year for each employee.

22.3 Payments under the above longevity compensation program shall not be considered as admissible compensation for any other benefits.

Article 23: Clothing Allowance

Any member who is required as part of their job description to perform field inspections and is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the Employer. The Town shall be required to spend no more \$250.00 annually for approved work clothing and safety shoes meeting current OSHA specifications, as purchased from a vendor or vendors designated by the Employer. In cases where employees make the purchases, reimbursement shall be made upon submitting original proof of purchase. Said purchases shall be included as part of the \$250.00 limit listed above.

Article 24: Layoff

24.1 If a reduction in force should occur, the Town will determine who will be laid off first considering retirements, resignations, and leaves of absence. If a reduction in force should occur, the Town will determine who will be laid off by giving consideration to the professional background, qualifications, specialization, and other relevant factors. When the results are reasonably equal, length of service with the Town will be given preferential consideration.

24.2 Severance payment equivalent to a minimum of three (3) weeks base pay for all employees who have less than ten (10) years experience or (4) weeks pay for all employees who have ten (10) plus years of experience.

24.3 Health insurance coverage will be provided for up to three (3) months from date of lay off with the employee continuing to pay the employee's premium.

Article 25: Miscellaneous Provisions

25.1 Should any provisions of this Agreement be found to be in violation of any federal or state law, or by a court of competent jurisdiction, all other provisions of this Agreement will remain in full force and effect for the duration of the Agreement. It is understood and agreed that this Agreement constitutes the entire Agreement between parties hereto and no amendment or modification is authorized unless it is in writing and signed by authorized persons for both parties.

25.2 The parties of this Agreement agree that they will not discriminate against any person because of race, creed, color, national origin, age, union activity, religion, sex or

sexual orientation; and further agree to recognize as part of this agreement of the Town's Affirmative Action Policy and Plan as adopted by the Board of Selectmen. In no case will mandatory retirement under State or Federal statutes or Town by-laws be construed as discrimination because of age.

25.3 Except as this Agreement will hereinafter otherwise provide, all conditions of employment applicable to employees covered by this Agreement on the effective date of this Agreement, as personnel policies established by the Town of Lexington in force on the said date, will continue to be so applicable during the life of this Agreement.

25.4 Employees covered under this agreement will have the right upon written request at reasonable times to examine their personnel file and to have a copy of any material in it. The employee will receive a copy of their personnel file within five (5) working days.

25.5 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 and other forms of earned compensation will be paid to the estate of the deceased employee.

25.6 The employer shall allow the employees the use of the Town Hall or Cary Hall for the purpose of conducting Association meetings given the following conditions: the Town Manager's Office is provided a minimum of ten (10) days notice of such meetings; meetings take place at 3:00 p.m. or later (unless the Town agrees to another time); last no more than one (1) hour; that no more than three (3) meetings per year be held (unless the town agrees otherwise) and that the association members will make reasonable efforts to ensure that there is sufficient staff coverage in each office impacted when meetings are held.

Article 26: Effective Date and Duration

The effective date of this Agreement is July 1, 2007 - June 30, 2009 except as otherwise noted herein. The Agreement will continue and remain in full force thereafter until a new agreement is reached.

Article 27: Wage Schedule (See Exhibits A, B & C)

6/30/2007 0.05% COLA

FY 2008 2.50% COLA

FY 2009 2.25% COLA

27.1 Outstanding Performance

Any employee who has distinguished themselves through meritorious service far above and beyond expectations will be eligible for a one step increase at the supervisor's and management's discretion.

Article 28: Promotion, Transfer or Grade Change

28.1 If an employee is promoted to a position in a higher band he/she shall be moved two (2) steps in their current band or to the maximum step which ever occurs first, and then placed at the next highest compensation amount in the new band.

28.2 Employees who receive a promotion are subject to a three (3) month probationary period. Employees may return to their current position and pay grade for up to thirty (30) days after the promotion becomes effective. At the successful conclusion of six (6) months, employees will be granted an increase in pay equal to the next Step Level per the wage scale.

28.3 On the employee's second anniversary or eighteen (18) months whatever came sooner after the end of the probationary period, employees with satisfactory performance, shall move to the next step level. Thereafter, the employee is eligible for step increases every anniversary until the final step level is reached.

28.4 If an employee makes a lateral transfer, compensation adjustments will be at the discretion of the Town Manager or designee.

28.5 Upon prior approval of the Town Manager, an employee acting in the capacity of his/her immediate supervisor for an extended period of time, one month or greater than one (1) month, when the existing position is open due to leave of absence/ resignation/ retirement, will receive a minimum of 15% increase in annual pay for the entire duration of the opening until the employee has returned to work, or the position has been filled permanently and that new employee has started. The salary level could be more depending upon the circumstances.

Article 29: Worker's Compensation

29.1 When a member of a bargaining unit suffers an illness or injury causally related to his/her employment with the Town, he/she shall be provided worker's compensation benefits in accordance with MGL Chapter 152, and pursuant to the following provisions.

29.2 The Town reserves the right to require the employee to seek medical treatment at a medical facility designated by the Town.

29.3 Employees receiving benefits under the provisions of MGL Chapter 152 may draw on accumulated sick leave to make up the difference between regular weekly wages and worker's compensation benefits.

IN WITNESS THEREOF, The Town of Lexington has caused this instrument to be executed and its seal to be hereto affixed by its Town Manager, and Lexington Municipal Employee Association, both of whom being hereunto duly authorized this

Town of Lexington

Lexington Municipal Employee Association

By: _____
Town Manager

Co-President, LMEA

Witness: _____

Co-President, LMEA

