



AGREEMENT

BETWEEN

THE

TOWN OF LEXINGTON

AND

**LEXINGTON MUNICIPAL MANAGEMENT
ASSOCIATION**

July 1, 2007 – June 30, 2009

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PREAMBLE

Pursuant to the provisions of Chapter 150E 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 Management 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. This agreement is fundamentally based on the premise 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 Management Association to negotiate in good faith with the Town Manager on compensation, 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.

4. Definitions

“Association” or “LMMA” – The Lexington Municipal Management Association

“Employer” – The Town of Lexington, Massachusetts

“Member” – Member of the Lexington Municipal Management Association

"Anniversary" - Date of hire

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

“Part-time Employee or “Part-Time” – Employees working fewer than 20 hours per week and seasonal employees are excluded from the terms and provisions of this Agreement.

Article 1 Recognition of the Association

1.1 The Employer recognizes the Association as the exclusive representative for the purpose of collective bargaining regarding conditions of employment for the following positions:

Adult Day Care Coordinator	Superintendent - Environmental Services
Assistant Director of Recreation	Superintendent of Highway & Drains
Assistant Fire Chief	Superintendent of Public Grounds
Assistant Library Director	Superintendent of Water & Sewer
Assistant Town Engineer	Town Accountant
Building Commissioner	Town Assessor
Director of Public Health	Town Engineer
Economic Development Officer	Transportation Coordinator
Manager of Operations	Treasurer / Collector
Office Manager/Executive Secretary	

Position descriptions for these positions are on file in the Town Manager's Office.

Article 2 Membership in the Association

2.1 Neither the Employer nor its representative or agents shall interfere with, restrain or coerce employees in the exercise of the right of self-organization, to form, join or assist any employee organization to bargain collectively through representatives of their own choosing on questions of wages, hours and other conditions of employment.

2.2 The Association shall be responsible for representing the interest of all employees covered by this agreement without discrimination and without regard to employee organization membership.

Article 3 Management Rights

- 3.1 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.
- 3.2 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 4 Hours of Work

- 4.1 The normal hours of work are 8:30 am – 4:30 pm, (7:00 am to 3:30 pm for DPW Operations) Monday through Friday for most employees. Some departments have different hours or can take advantage of a flexible work schedule or “flex time” but in total work 35 hours per week (40 hour week for some DPW, 37 hour week for Cary Library).
- 4.2 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. Consideration is given to longevity if conflict arises among staff.

Article 5 Dues

- 5.1 The Association may establish dues at a future date, 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 off authorization 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.
- 5.2 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.
- 5.3 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 6 Conflict Resolution

- 6.1 The purpose of conflict resolution is to encourage open dialogue and a team approach to problem solving among employees in order to secure equitable solutions to a violation of this Agreement relating to wages, hours, and the terms and conditions of employment, which has not been resolved to the employee's satisfaction or through normal discussion with his or her immediate supervisor. All parties agree that conflict resolution proceedings shall be kept as informal and confidential as may be appropriate at any level of the process.
- 6.2 Association Conflict Resolution Committee (ACRC): There shall be an ACRC consisting of five members; two members appointed by the Association's Executive Committee, two members appointed by the Town Manager, who may or may not be members of the association and a fifth member appointed by the other four members for the purpose of responding to a specific conflict as provided below in Step 2. The fifth member may or may not be a member of the Association.
- 6.3 Step 1:
The employee, with or without Association representation, shall present the conflict in writing to the employee's department manager or his/her designee, within five (5) working

days of the date of the conflict or the employee's first knowledge of its occurrence. The department manager or his/her designee shall attempt to adjust the matter and shall respond to the employee within five (5) working days unless the parties mutually agree to extend this time period.

6.4 Step 2:

- a. If the conflict is not settled to the employee's satisfaction in Step 1, the conflict shall be presented to the Town Manager or designee within five (5) working days after the department manager's response is due.
- b. The Town Manager or designee shall convene a meeting of the ACRC within five (5) working days of receiving the conflict for the purpose of selecting the fifth member.
- c. The ACRC shall meet with the complainant to consider the issue. The ACRC shall make a written recommendation to the Town Manager within ten (10) working days of meeting with the complainant.
- d. Within five (5) days of receiving the ACRC's recommendation, the Town Manager may accept the ACRC recommendation or may refer the complaint back to the ACRC for further action, giving specific rationale for his or her action on the recommended resolution. The ACRC shall have five (5) working days to work with the Town Manager to resolve the complaint.
- e. If the Town Manager is not satisfied with the resolution of the ACRC, he or she shall decide the matter and communicate this resolution to the employee within five (5) working days, with a copy to the ACRC.

6.5 Step 3:

The Association shall, within fifteen (15) days after the Step 2 answer is received or the date on which the answer was due, whichever occurs first, have the right to submit the matter to arbitration. No employee shall have the right to request arbitration of a grievance, that right being reserved for the Association. Reprimands shall be subject to the grievance procedure through the Town Manager, but in no event shall be subject to arbitration. Submission to arbitration will be accomplished by mailing the grievance to the American Arbitration Association or mutually acceptable third party arbitrator, with a copy to the Town Manager. The arbitration shall be conducted pursuant to the Rules of Procedure of the American Arbitration Association. The cost(s) of the arbitrator's services and any fees of the American Arbitration Association shall be shared equally by the parties. In order for an arbitrator to have jurisdiction over any grievance involving allegations of discrimination which may also be subject to charges before the EEOC, MCAD or any other federal, state or local agency

having jurisdiction over such discrimination or fair employment practices, the employee shall sign a written election of remedies electing arbitration as the exclusive forum for determining such issues and shall thereby waive all other remedies or causes for action for such claim. The decision of the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement.

Article 7 Benefit Plans

- 7.1 This Association shall be recognized as part of the Bargaining Coalition as defined in Chapter 32-B Section 19 concerning benefit negotiations. The Association shall have a designated representative on the coalition who shall 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 group insurance benefits. Currently, the benefits include Health and Dental Benefits as agreed to by the Coalition.
- 7.2 Members can contribute to a Flexible Spending Account to allow pre-tax payments for insurance premiums, medical and dependent care. A deferred compensation account is also available with several different approved providers.

Article 8 Holidays

89.1 The following days shall be considered to be paid holidays:

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

- 8.2 Generally, if the holiday falls on a Saturday, the day off shall fall on Friday. If the holiday falls on Sunday, Monday shall be considered a holiday. Both parties will mutually agree in writing upon any change.
- 8.3 In addition, Association employees shall receive one day per year as a Floating Holiday to be taken at any time with the approval of the Member's supervisor.

Article 9 Vacations

- 9.1 Unless otherwise agreed to, Employees hired after July 1, 2007 become eligible to take vacation after successful completion of the introductory period per the following 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

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 he/she will stop accruing additional vacation time each month until said level of unused vacation falls below 25 days.

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.

9.2 Unless otherwise agreed to, Employees hired before June 30, 2007 are eligible for 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. Vacation days must be used in the calendar year awarded, however employees can carry over up to five days of vacation time 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.

9.3 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.

9.4 Full-time employees may opt to sell back up to five days of vacation time to the Town. Vacation buy back will be paid in December of each year.

9.5 Department of Social Services employees are required to use accrued leave when the Senior Center is closed on the day after Thanksgiving. Employees working in the Supportive Day Care Program are required to use accrued leave when the facility closes for up to 5 days during the Christmas holiday season.

Article 10 Sick Leave

10.1 Employees covered by this Agreement shall be credited with sick leave with pay at the rate of one and one-quarter (1 ¼) days for each full calendar month of service. Sick leave shall be credited on the first day of the month following the month in which it is earned. Unused sick leave shall accumulate from year to year, up to 135 workdays.

- 10.2 Sick leave may be granted for personal illness, medical appointments, or off the job injuries, or for qualifying circumstances to care for a dependent. Accrued sick leave may also be granted for up to eight (8) weeks of maternity leave.
- 10.3 Sick Leave Bank Program: -- A Sick Leave Bank 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:
1. The Sick Leave Bank will be seeded on July 1, 2007 on a one-time basis, with 160 sick days. All prior sick leave bank days donated by current or prior LMMA members, shall cease to exist.
 2. When the Bank falls below 120 days, each member of the LMMA shall contribute one day of their personal accrued sick leave to the Bank, to begin restoring the balance to 160 days. This contribution shall be made on July 1 of each year as needed by each member of the bargaining unit.
- 10.4 Eligibility for Sick Leave Bank Withdrawal -- 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 must have received approval from the Town Manager to submit a Sick Leave Bank request after having submitted a written request, provided adequate medical documentation confirming that the 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 received a favorable recommendation after review by the Sick Leave Committee.
 - c) The recipient will be eligible for no more than a maximum of forty (40) Bank days per calendar year.
 - d) Employees hired before 7/1/2007 will not accrue credit for vacation or personal days while on the Bank and only after having returned to work for a full continuous calendar month of service will future (January 1) vacation and personal days be allocated and then, only on a prorated basis to reflect actual time on the Bank status.
 - e) 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 step date for the purpose of step increases and longevity.

- f) The recipient while on Bank status will not accrue 1.25 sick days.
- 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.

10.5 Sick Leave Bank Committee

- a) A 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 the Lexington Municipal Management Association.
- b) The Bank committee by majority 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 Manager will not exceed an initial allocation of twenty (20) Bank days.
 - 3. 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 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.

10.6 Sick Leave Retirement Incentive Program -- Upon retirement (except disability retirement), employees who, during the preceding thirty-six (36) months of employment, meet both of the following criteria will receive a one-time attendance incentive payment of \$3,000:

- 1. 120 days of unused sick leave,

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

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 of the last three 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.

Article 11 Workers' Compensation:

- 11.1 Employees receiving compensation under the provisions of the Workers' Compensation Law may draw on accumulated sick leave while it lasts to make up the difference in the regular weekly pay of an employee while receiving Workers' Compensation.

Article 12 Bereavement Leave

- 12.1 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.
- 12.2 The term "immediate family" is defined as spouse, child, father, mother, sister and brother, grandparents, grandchildren, and in-laws. 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 13 Personal Leave

- 13.1 Full-time employees may have up to three (3) days of paid leave 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.

Article 14 Unpaid Leave

- 14.1 After satisfying their introductory period, employees may be granted an unpaid leave of absence for up to three months. Requests for leaves of absence shall always be at the Town

Manager's sole discretion, however, requests for a leave of 10 working days or less may be approved by the department head. While on unpaid leave employees will not accrue other leave benefits and the amount of time spent on leave shall not be included in computation of continuous service, but shall not be deemed to be a break in service. Use of unpaid leave shall change the employees step date for the purpose of future salary step increases and longevity payments. Requests for a leave of absence must be made in writing

14.2 The employee must return from unpaid leave at the designated date in order to be guaranteed a position in the same classification.

14.3 The Family and Medical Leave Act (FMLA) requires employers to grant eligible employees up to twelve (12) weeks of unpaid leave per twelve (12) month period for any of the following reasons:

- To care for a son or daughter within a year of birth, adoption, or the initiation of foster care;
- To provide care for a spouse, child, or parent suffering from a serious health condition; and/or
- Because the employee's own serious health condition makes the employee unable to perform the functions of his or her position.

Any employee who has been employed by the Town for at least twelve (12) months and has worked 1250 hours or more during the preceding twelve (12) months is eligible for up to 12 weeks of leave during a rolling twelve month period. Leave taken under the FMLA is unpaid except when an eligible employee uses accrued paid time to qualify for compensation during leave. At the discretion of the Town Manager or designee other types of leave may be substituted. When on unpaid FMLA leave the employee shall not accrue additional sick or vacation leave.

Article 15 Civic Duty / Jury Duty

15.1 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.

- 15.2 Official summons to jury duty or witness appearances must be presented in advance to the department manager to receive authorized civic duty leave.
- 15.3 To qualify for payment hereunder, the employee must furnish the Town Accountant 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.
- 15.4 Absence due to authorized civic duty/jury leave shall not affect an employee's eligibility for longevity, step increases or benefit eligibility.
- 15.5 Civic duty/jury leave shall not be authorized for an employee who is involved in personal litigation.

Article 16 Military Leave

- 16.1 Reserve Service: A full-time or permanent part-time employee who is a member of a state or federal military reserve unit shall be entitled to a leave of absence from a permanent position for compulsory military service, under orders, for a period not to exceed seventeen days per calendar year. Up to five days of such leave shall be with full regular straight time pay for the normally scheduled hours. The employee shall continue to accrue benefits such as vacation leave, sick leave and retirement time.
- 16.2 Military Board Appearance and Physicals: Military leave of absence with full regular straight- time pay for normally scheduled work hours shall be granted to full time or permanent part-time employees on occasion of their required appearance under orders before armed forces boards for required physical examinations.
- 16.3 Active Duty: Military leave of absence without pay shall be granted to full-time and permanent part-time employees under orders for active duty with the state or federal armed forces for compulsory service other than the annual reserve routine tour of duty.
- 16.4 Notification and Approval Requirements: Every employee desiring military leave as provided hereunder shall request it in writing in advance from the appropriate department manager, and such request shall provide written proof.

Article 17 Longevity

17.1 Members of the Association shall receive annual longevity payments according to the following formula:

<u>Years of Service</u>	<u>Payment</u>
After 10 years	\$200.00
After 15 years	\$400.00
After 20 years	\$600.00
After 25 years	\$800.00
After 30 years	\$1,000.00

17.2 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.

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

Article 18 Tuition Reimbursement & Certification Stipend

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

18.2 Tuition Program: 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 grade of B- or better. 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 grade of a B- or better, the Town is not required to provide tuition reimbursement despite pre-approval of the course.

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

18.3 Certification Program -- Upon attaining certification from a professional association or organization, and as documented in the job description, employees shall receive an annual stipend of \$500.00. 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. Such payment shall be in one lump sum normally on the first payday in June of each fiscal year.

Article 19 Clothing Allowance

19.1 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 20 Snow Incentive and On-Call Duty Pay

- 20.1 Department of Public Works division head employees covered by this agreement shall receive \$4,000 annually for reporting for snow plowing operations. Payment shall be made in \$400.00 increments over a ten-week period during the winter months.
- 20.2 Department of Public Works division head employees (Operations, Highway, Public Grounds, Water/Sewer) as part of their job responsibilities shall be on call to handle emergency situations on a rotating basis for one week at a time. For this extra duty, they will receive a stipend of \$300.00 for each week they are on call.

Article 21 Layoff

- 21.1 If a reduction in force should occur, the Town shall determine who shall be laid off first considering retirements, resignations, and leaves of absence. The Town shall also consider professional background, qualifications, specialization, and other relevant factors. When the results are reasonably equal, length of service with the Town shall be given preferential consideration.
- 21.2 A severance payment shall be provided to any member who is laid off that is equivalent to a minimum of three (3) weeks pay for all employees who have less than ten (10) years experience, or four (4) weeks pay for all employees who have ten (10) years of experience and over, and three (3) months of health insurance coverage for all laid off employees, with the employee continuing to pay the employee's premium.

Article 22 Indemnifications

22.1 The Town of Lexington shall indemnify and hold harmless any Association member 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 Association member at the time of such act or omission was acting within the scope of his/her official duties as defined by the job description.

Article 23 Compensatory Time

23.1 The Town follows the Fair Labor Standards Act with respect to Compensatory time. As part of job responsibilities Exempt employees may be expected to attend a certain level of after-hours meetings. Department managers are expected to take this into consideration when establishing job expectations and performance reviews of the employee. Department managers are encouraged to continue nurturing a spirit that enables employees to balance their work and personal lives through mutual understanding between employees and supervisors.

Article 24 Miscellaneous Provisions

24.1 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 shall 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.

24.2 The parties of this Agreement agree that they shall 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 shall mandatory retirement under State or Federal statutes or Town by-laws be construed as discrimination because of age.

24.3 Except as this Agreement shall 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, shall continue to be so applicable during the life of this Agreement.

24.4 Employees covered under this agreement shall have the right upon request to examine their personnel file located in the Town Manager's Office and to have a copy of any material in it. The employee shall receive a copy of their personnel file within three (3) working days of the request.

24.5 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.

Article 25 Effective Date and Duration

25.1 The effective date of this Agreement is two years commencing July 1, 2007 through June 30, 2009 except as otherwise noted herein. The Agreement shall continue and remain in full force thereafter until a new agreement is reached and may not be reopened except as otherwise negotiated between the Association and the Town Manager or as provided herein during its term.

Article 26 Compensation

26.1 Wage Schedule

The wage schedule for all Association employees who have satisfactorily completed their Introductory Period shall increase by the listed amounts on the following dates:

- June 30, 2007 - .5%
- July 1, 2007 - 2.5%
- July 1, 2008 - 2.25%

These increases are reflected in the attached Exhibits A, B & C – “LMMA: Wage and Step Table”.

26.2 Introductory Period & Step Increases

New employees shall serve a six-month introductory period. At the end of the six months it is the responsibility of the supervisor to complete a performance evaluation. As an outcome of the performance evaluation the supervisor may opt to extend the introductory period for three (3) months. The performance evaluation shall reflect the extension, the reason for the extension and the expectations the employee must meet.

- At the successful completion of the introductory period the employee shall be credited with all accrued benefits (vacation and personal days) and shall be granted

an increase in pay equal to the next Step Level per the attached Wage & Step Schedule.

- Extended introductory periods will not affect the second anniversary step due at 24 months.
- If the introductory period is extended due to circumstances beyond the control of the employee the Town Manager may authorize a retroactive six-month step increase.
- During the introductory period the employee may be discharged at any time for any reason at the sole discretion of the Town.

26.3 Anniversary Step Increases

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 twelve months until the final step level is reached. All step increases are dependent upon a satisfactory performance review.

26.4 Promotion or Transfer

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

Employees who receive a promotion are subject to a one-month probationary period, with the option to return to their former position and pay grade during that timeframe.

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

26.4 Work in Higher Job Classification

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, when the existing position is open due to leave of absence/ resignation/ retirement, shall 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.

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 Management Association, both of whom being hereunto duly authorized this _____day of _____2007.

Town of Lexington

**Lexington Municipal
Management Association**

Carl F. Valente, Town Manager

David J. Pinsonneault, President

Witness