



AGREEMENT

BETWEEN

THE

TOWN OF LEXINGTON

AND

**LEXINGTON MUNICIPAL MANAGEMENT
ASSOCIATION**



July 1, 2019 – June 30, 2022

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July 1, 2019 – June 30, 2022

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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 20 hours or more per week, but less than 35 hours per week are covered under this agreement.

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. All positions included in the Lexington Municipal Managers Association are considered Exempt positions under the Fair Labor Standards Act.

Assistant Building Commissioner	Conservation Director
Assistant Recreation Director	Superintendent of Environmental Services
Assistant Fire Chief	Superintendent of Highway & Drains
Assistant Town Engineer	Superintendent of Public Grounds
Building Commissioner	Superintendent of Water & Sewer
Director of Public Health	Director of Assessing
Economic Development Director	Town Engineer
Assistant Planning Director	Town Clerk
Director of Information Technology	Transportation Services Manager
Community Social Worker	Treasurer / Collector
Assistant Director of Social Services	Traffic Bureau Supervisor
Assistant Director of Human and Family Services	Residential Field Manager
IS Project Manager	Community Center Director
Planning Director	

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

1.2 Adding or Removing Positions from the Association:

When a position is up for review for addition or removal from the Association, the parties agree to establish a labor/management committee comprised of four (4) members (2 LMMA and 2 designated by the Town Manager). The committee will discuss the action and make a recommendation to the Town Manager.

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).
- 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 32B 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 M.G.L. 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, Dental and Life 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

- 8.1 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 Part-Time Employee Holiday

Part-time employees working 20 hours or more per week shall receive pro-rated holiday leave based on the full-time equivalent (FTE) for their position.

- 8.3 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.

- 8.4 In addition, Association full-time and part-time 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. Part-time employees working 20 hours or more per week shall receive a pro-rated floating holiday base on the full-time equivalent (FTE) for their position.

Article 9 Vacations

- 9.1 Employees Hired After July 1, 2007

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

Employees who are in their probationary period may request vacation leave. The amount of vacation leave requested and granted shall not exceed the balance in the employee's vacation leave accrual.

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.

New employees at hire shall be credited with five (5) days of paid vacation time and then shall accrue the balance of their annual vacation leave allotment during their first year of employment.

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.

Part-time employees working more than 20 hours per week shall receive pro-rated vacation leave based on the full-time equivalent (FTE) for their position.

9.2 Employees Hired Before June 30, 2007

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.

All Employees

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 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.

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.

Part-time employees working more than 20 hours per week shall receive pro-rated sick leave based on the full-time equivalent (FTE) for their position.

Employees who are in their probationary period may request sick leave. The amount of sick leave requested and granted shall not exceed the balance in the employee's sick leave accrual.

For purposes of Article 10, Sick Leave, and Exhibit F, FMLA policy, the Town will adopt the FMLA's definition of the terms "dependent" and "child".

The FMLA defines "dependent" (i.e. immediate family member) as "spouse, child or parent – but not parent-in-law".

The FMLA defines the term "child" as "son or daughter" who is "biological, adopted, or foster child, a step child, a legal ward, or a child of a person standing in loco parentis, who is (A) under 18 years of age; or (B) 18 years of age or older and incapable of self-care because of a mental or physical disability".

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. To be eligible to use paid sick leave, the family member must be a dependent of the employee as defined by the Internal Revenue Service (IRS). Employees absent for two (2) consecutive days on two (2) or more occasions in one year, shall, if so requested, upon return to work present to their immediate supervisor a legible doctor's certificate specifying the nature of their illness. It is the intent of this language to permit supervisors to deal with perceived abuses of sick leave on an individual basis rather than impose restrictions on all employees.

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 rolling twelve (12) month period.
- 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 rolling twelve (12) month period, 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 each twelve month period over the preceding thirty-six months.

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 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.
- 11.2 The Town reserves the right to require the employee to seek medical treatment at a medical facility designated by the Town, the cost of which is borne by the Town.
- 11.3 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.

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.
- 13.2 New employees in their first year of employment will have their Personal Leave pro-rated based on the following basis:

Hire date January 1 to June 30	3 Personal Days
Hire Date July 1 to September 30	2 Personal Days
Hire Date October 1 to December 31	1 Personal Day

Employees in their second year of employment will receive 3 personal days on January 1.

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.
- For employees hired before 07/01/2007 and who are on the January 1 vacation granting system, the employee’s vacation balance for the following January 1 will be prorated based on the number of weeks missed in the previous calendar year.

Example		
Vacation leave	Unpaid leave	Vacation Balance January 1
4 weeks	2 weeks	140 – 5.8 = 134.2
35hrs/wk = 140/yr	11.6/2 = 5.8 hrs	
140/yr / 12 = 11.6/month		

- 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 In the event an employee needs to take unpaid leave related to their own illness, the employee must exhaust all sick, vacation and personal leave prior to being placed on unpaid leave. In the event an employee needs to take unpaid leave for other purposes, the employee must exhaust all vacation and personal leave prior to being placed on unpaid 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. 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 two (2) normal working weeks of such leave to be with full regular straight time pay for normally scheduled work hours.
- 16.2. 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.
- 16.3. 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 which shall be covered by Section 1.
 - A bargaining unit 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.

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

16.5. 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.

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

Article 17 Longevity

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

	FY20	FY21	FY22
After 5 years	\$150	\$300	\$500
After 10 years	\$400	\$600	\$900
After 15 years	\$600	\$900	\$1,200
After 20 years	\$900	\$1,200	\$1,500
After 25 years	\$1,200	\$1,500	\$1,800
After 30 years	\$1,500	\$1,750	\$2,000

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

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

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. Courses must be from an accredited institution. 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 For federal tax purposes, employees can exclude from gross income education benefits paid or incurred on their behalf by their employer under a qualified educational assistance program. Other employer reimbursements for work-related education may be excluded from income if they are provided under an accountable plan or qualify as working condition fringe benefits; otherwise, they are included in income and taxed as compensation. Reference IRC Reg. §1.117(d).

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. Effective July 1, 2019, the clothing allowance shall increase to \$300. Effective July 1, 2020, the clothing allowance shall increase to \$350. Effective July 1, 2021, the clothing allowance shall increase to \$400.

- 19.2 The following positions are eligible for the clothing allowance:

Land Use, Health and Development

Building Commissioner
Assistant Building Commissioner
Conservation Director
Health Director

Finance

Director of Assessing
Residential Field Manager

Fire

Assistant Fire Chiefs (2 positions)

Public Works

Assistant Town Engineer
Superintendent of Highway
Superintendent of Environmental Services
Superintendent of Water/Sewer
Superintendent of Public Grounds
Town Engineer

Recreation

Assistant Recreation Director

- 19.3 Clothing provided by the Town of Lexington for employees covered under this CBA is a requirement of the employee's position. All clothing purchased is approved by the immediate supervisor and complies with IRC Reg. §1.62-2(d) as a working condition fringe benefit. Employees are required to produce substantiation of clothing expenses prior to reimbursement. Clothing purchased by the Town for employees is for work purposes only and employees are prohibited from wearing clothing, shoes, or other items issued by the Town or reimbursed by the Town outside of the workplace other than as part of their commute to and from their worksite.

Article 20 Snow Incentive and On-Call Duty Pay

- 20.1 Department of Public Works division head employees (Highway, Public Grounds, Water/Sewer) 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 (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 Professional Time

- 23.1 All positions in the LMMA are considered Exempt under the Fair Labor Standards Act. 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 Compensation

25.1 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:

FY2020 2.0% base wage increase effective 07/01/2019

FY2021 2.0% base wage increase effective 07/01/2020

FY 2022 2.0% base wage increase effective 07/01/2021

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

25.2 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 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.

25.3 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.

25.4 Promotion or Transfer

- a. Promotion of an existing member of the LMMA – Internal Recruitment (no external candidates considered)

If an employee is promoted to a position in a higher band through an internal only recruitment process, he/she shall be moved 2 steps in his/her current band or to the maximum step whichever occurs first, and then shall be placed at the next highest compensation amount in the new band. If an employee makes a lateral transfer, compensation adjustments will be at the discretion of the Town Manager or designee.

- b. Promotion of an existing member of the LMMA – External Recruitment (open/competitive process)

If an employee is promoted to a position in a higher band through an external recruitment process, he/she may request a meeting with the Town Manager to discuss starting salary. The decision of the Town Manager is final and not subject to Article 6, Conflict Resolution.

c. Promotion of a member of another association/union into the LMMA

If an employee is promoted from another bargaining unit into the LMMA, their anniversary date for the purposes of future step increases is the effective date of the promotion.

Employees will be placed in the LMMA salary band as determined by the Town Manager.

Employees who are promoted into the LMMA will have a six (6) month probationary period and be eligible for a step increase upon a satisfactory performance review.

d. Probationary period

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

25.5 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 an increase in base pay determined by the impact on the employee’s workload determined by the Town Manager. This amount shall be determined on a case-by-case basis. The employee shall receive the increase in base 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.

25.6 Position Reclassification

When a position changes classification, the position will be placed in the LMMA salary band as determined by the Town Manager.

25.7 Merit Step

There shall be a new step (Step 9 – Merit Step) added to the Wage and Classification Schedule as of July 1, 2019. This Merit Step shall be 2.5% greater than Step 8. Any employee who has been at the maximum step of his/her range for a minimum of three years, shall be eligible for the Merit Step Increase, provided that the current performance review and all prior performance reviews have indicated a “meets” or “exceeds” expectations level in all areas of the review for the prior three years. Said Merit Step

shall be at the sole discretion of the Town Manager or designee and shall not be subject to Article 5, Conflict Resolution, of this Agreement.

Article 26 Direct Deposit

- 26.1 As of the signing of the agreement, all employees must have their biweekly pay direct deposited to the financial institution of their choosing. Existing employees who are currently not receiving direct deposit will be excluded from the above provision unless and until they request otherwise.
- 26.2 New employees hired after July 1, 2013 and those existing employees who request will have their payroll stubs sent to the electronic mail address of their choosing. Arrangements will be made for individuals without access to personal or Town of Lexington electronic mail.

Article 27 Small Necessities Leave Act (SNLA), MGL C. 149 Section 52D

In accordance with MGL C. 149 Section 52D, employees are entitled to twenty-four (24) hours of unpaid leave during any twelve (12) month period, in addition to any leave available under the federal act (FMLA) to:

- (1) participate in school activities directly related to the educational advancement of a son or daughter of an employee, such as parent-teacher conferences or interviewing for a new school;
- (2) accompany a son or daughter (qualified dependent) of the employee to routine medical or dental appointments, such as check-ups or vaccinations; and
- (3) accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.

Employees may use accrued vacation or for those eligible for personal leave, personal leave for items (1) and (3). Employees may use accrued sick, vacation or personal leave for item (2).

Article 28 Family and Medical Leave Act

28.1 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.

28.2 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.

Refer to Exhibit F – Family and Medical Leave Act Policy.

Article 29 Massachusetts Parental Leave Act

Per M.G.L. Chapter 149 Section 105D, an employee who has completed their probationary period shall be entitled to eight (8) weeks of parental leave for the purpose of birth of a child or for the placement of a child under the age of eighteen (18), or under the age of twenty-three (23) if the child is mentally or physically disabled, for adoption with the employee who is adopting or intending to adopt the child; provided, however, that any two (2) employees of the same employer shall only be entitled to eight (8) weeks of parental leave in aggregate for the birth or adoption of the same child. The employee shall give at least two (2) weeks' notice to his/her supervisor of his/her anticipated date of departure and intention to return, shall be restored to his/her previous, or a similar, position with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of the leave.

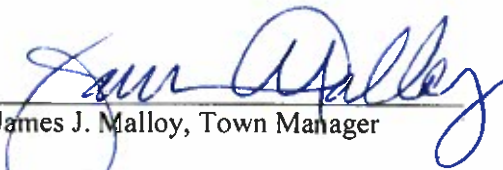
Parental leave may be with pay in accordance with the leave provisions of this collective bargaining agreement. While on unpaid parental leave, employees will not accrue other leave benefits and the amount of time spent on leave shall not be included in the computation of continuous service, but shall not be deemed to be a break in service. Use of unpaid parental leave shall change the employee's step date for the purpose of future salary step increases and longevity payments.

Article 30 Effective Date and Duration


The effective date of this Agreement is for three (3) years commencing July 1, 2019 through June 30, 2022 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.

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 15th day of November 2019.

Town of Lexington




James J. Malloy, Town Manager



Witness

**Lexington Municipal
Management Association**



Michael Golden, President

Grade	Position (s)	1	2	3	4	5	6	7	8	9	Merit Step
Grade 1	Traffic Bureau Supervisor	63,196	66,040	69,013	71,427	73,929	75,776	77,671	79,612	81,602	
	IS Project Manager	73,485	76,793	80,247	83,056	85,962	88,113	90,314	92,572	94,886	
	Residential Field Manager	73,485	76,793	80,247	83,056	85,962	88,113	90,314	92,572	94,886	
Grade 2	Asst. Director Senior Services	73,485	76,793	80,247	83,056	85,962	88,113	90,314	92,572	94,886	
	Asst. Director Youth and Family Services	73,485	76,793	80,247	83,056	85,962	88,113	90,314	92,572	94,886	
	Community Outreach Social Worker	73,485	76,793	80,247	83,056	85,962	88,113	90,314	92,572	94,886	
Grade 3	Transportation Services Manager (.80 FTE)	58,788	61,434	64,198	66,444	68,769	70,490	72,251	74,058	75,909	
	Superintendent of Environmental Svcs.	80,750	84,385	88,182	91,270	94,463	96,825	99,246	101,728	104,270	
	Utility Billing/Meter Operations Mgr.	80,750	84,385	88,182	91,270	94,463	96,825	99,246	101,728	104,270	
Grade 4	Assistant Planning Director	80,750	84,385	88,182	91,270	94,463	96,825	99,246	101,728	104,270	
	Assistant Building Commissioner	80,750	84,385	88,182	91,270	94,463	96,825	99,246	101,728	104,270	
	Assistant Town Engineer	80,750	84,385	88,182	91,270	94,463	96,825	99,246	101,728	104,270	
Grade 5	Economic Development Director	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
	Superintendent of Public Grounds	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
	Superintendent of Water/Sewer	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
Grade 6**	Superintendent of Highways	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
	Assistant Recreation Director	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
	Conservation Director	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
Grade 4A	Community Center Director	83,248	86,996	90,912	94,092	97,386	99,820	102,316	104,874	107,496	
	Town Clerk / Registrar of Voters	84,248	87,996	91,912	95,092	98,386	100,820	103,316	105,874	108,496	
	Building Commissioner	89,517	93,543	97,753	101,175	104,716	107,334	110,018	112,768	115,587	
Grade 5	Director of Public Health	89,517	93,543	97,753	101,175	104,716	107,334	110,018	112,768	115,587	
	Director of Assessing	89,517	93,543	97,753	101,175	104,716	107,334	110,018	112,768	115,587	
	Planning Director	89,517	93,543	97,753	101,175	104,716	107,334	110,018	112,768	115,587	
Grade 5A	Treasurer/Collector	89,517	93,543	97,753	101,175	104,716	107,334	110,018	112,768	115,587	
	Assistant Fire Chief*	93,246	97,441	101,826	105,390	109,080	111,805	114,600	117,465	120,402	
	Town Engineer**	93,246	97,441	101,826	105,390	109,080	111,805	114,600	117,465	120,402	
Grade 6**	Director of Information Technology**	93,246	97,441	101,826	105,390	109,080	111,805	114,600	117,465	120,402	
	Percentage Between Steps	1.045	1.045	1.045	1.035	1.035	1.025	1.025	1.025	1.025	
	See Table Below										
**MARKET RANGE \$129,212											

* See Table Below

**Market Range may be paid up to 10% above maximum

*Add Pays include the following: Base pay, Educational Incentive Pay, EMT Pay, Longevity and Holiday Pay

Grade 5A	BASE	ADD PAYS*	Assistant Fire Chief Ford*
Assistant Fire Chief*	89,517	93,543	97,753
Assistant Fire Chief Ford*	108,708	112,734	116,944

Grade 5A	BASE	ECI	EMT	Long	Holiday	SUB T	Total
Assistant Chiefs	97,753	1500	9417.00	2950	5880.37	19747.37	117,501
Ford	101,175	2850	9417.00	900	6023.74	19190.74	120,365

Grade	Position (s)	1	2	3	4	5	6	7	8	9	Merit Step
Grade 1	Traffic Bureau Supervisor	64,460	67,361	70,393	72,855	75,408	77,291	79,224	81,204	83,234	
	IS Project Manager	74,955	78,329	81,852	84,717	87,681	89,875	92,120	94,424	96,784	
	Residential Field Manager	74,955	78,329	81,852	84,717	87,681	89,875	92,120	94,424	96,784	
Grade 2	Asst. Director Senior Services	74,955	78,329	81,852	84,717	87,681	89,875	92,120	94,424	96,784	
	Asst. Director Youth and Family Services	74,955	78,329	81,852	84,717	87,681	89,875	92,120	94,424	96,784	
	Community Outreach Social Worker	74,955	78,329	81,852	84,717	87,681	89,875	92,120	94,424	96,784	
	Transportation Services Manager (.80 FTE)	59,964	62,663	65,482	67,773	70,145	71,900	73,696	75,539	77,427	
Grade 3	Superintendent of Environmental Svcs.	82,365	86,073	89,946	93,095	96,353	98,761	101,231	103,763	106,357	
	Utility Billing/Meter Operations Mgr.	82,365	86,073	89,946	93,095	96,353	98,761	101,231	103,763	106,357	
	Assistant Planning Director	82,365	86,073	89,946	93,095	96,353	98,761	101,231	103,763	106,357	
	Assistant Building Commissioner	82,365	86,073	89,946	93,095	96,353	98,761	101,231	103,763	106,357	
	Assistant Town Engineer	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
Grade 4	Economic Development Director	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
	Superintendent of Public Grounds	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
	Superintendent of Water/Sewer	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
	Superintendent of Highways	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
	Assistant Recreation Director	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
	Conservation Director	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
Grade 4A	Community Center Director	84,913	88,736	92,730	95,974	99,333	101,816	104,362	106,972	109,646	
	Town Clerk / Registrar of Voters	85,913	89,736	93,730	96,974	100,333	102,816	105,362	107,972	110,671	
	Building Commissioner	91,308	95,414	99,708	103,198	106,810	109,481	112,218	115,023	117,899	
Grade 5	Director of Public Health	91,308	95,414	99,708	103,198	106,810	109,481	112,218	115,023	117,899	
	Director of Assessing	91,308	95,414	99,708	103,198	106,810	109,481	112,218	115,023	117,899	
	Planning Director	91,308	95,414	99,708	103,198	106,810	109,481	112,218	115,023	117,899	
Grade 5A	Treasurer/Collector	91,308	95,414	99,708	103,198	106,810	109,481	112,218	115,023	117,899	
	Assistant Fire Chief*	See Table Below									
Grade 6**	Town Engineer**	95,111	99,390	103,863	107,498	111,261	114,041	116,892	119,814	122,810	
	Director of Information Technology**	95,111	99,390	103,863	107,498	111,261	114,041	116,892	119,814	122,810	
Percentage Between Steps		1.045	1.045	1.045	1.035	1.035	1.025	1.025	1.025	1.025	
** See Table Below											
**Market Range may be paid up to 10% above maximum.											
Grade 5A	BASE	91,308	95,414	99,708	103,198	106,810	109,481	112,218	115,023	117,899	
Grade 5A	ADD PAYS*	110,605	114,711	119,006	122,495	126,107	128,778	131,516	134,321	137,196	

*Add Pays include the following: Base pay, Educational Incentive Pay, EMT Pay, Longevity and Holiday Pay.

**MARKET RANGE \$131,796

Assistant Chiefs	Base	ECI	EMT	Long	Holiday	SUB T	Total
Flaherty	99,708	1500	9417.00	2950	5983.37	19850.37	119,559
Ford	103,198	2850	9417.00	900	6130.34	19297.34	122,495

Grade	Position (s)	1	2	3	4	5	6	7	8	9	Merit Step
Grade 1	Traffic Bureau Supervisor	65,750	68,708	71,801	74,312	76,916	78,837	80,809	82,828	84,899	84,899
	IS Project Manager	76,454	79,895	83,489	86,411	89,434	91,672	93,963	96,312	98,720	98,720
	Residential Field Manager	76,454	79,895	83,489	86,411	89,434	91,672	93,963	96,312	98,720	98,720
Grade 2	Asst. Director Senior Services	76,454	79,895	83,489	86,411	89,434	91,672	93,963	96,312	98,720	98,720
	Asst. Director Youth and Family Services	76,454	79,895	83,489	86,411	89,434	91,672	93,963	96,312	98,720	98,720
	Community Outreach Social Worker	76,454	79,895	83,489	86,411	89,434	91,672	93,963	96,312	98,720	98,720
Grade 3	Transportation Services Manager (80 FTE)	61,163	63,916	66,791	69,129	71,547	73,338	75,170	77,050	78,976	78,976
	Superintendent of Environmental Svcs.	84,013	87,794	91,745	94,957	98,280	100,737	103,256	105,838	108,484	108,484
	Utility Billing/Meter Operations Mgr.	84,013	87,794	91,745	94,957	98,280	100,737	103,256	105,838	108,484	108,484
Grade 4	Assistant Planning Director	84,013	87,794	91,745	94,957	98,280	100,737	103,256	105,838	108,484	108,484
	Assistant Building Commissioner	84,013	87,794	91,745	94,957	98,280	100,737	103,256	105,838	108,484	108,484
	Assistant Town Engineer	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
Grade 5	Economic Development Director	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
	Superintendent of Public Grounds	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
	Superintendent of Water/Sewer	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
Grade 6**	Superintendent of Highways	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
	Assistant Recreation Director	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
	Conservation Director	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
Grade 4A	Community Center Director	86,611	90,511	94,585	97,893	101,320	103,852	106,450	109,111	111,839	111,839
	Town Clerk / Registrar of Voters	87,611	91,511	95,585	98,893	102,320	104,852	107,450	110,111	112,864	112,864
	Building Commissioner	93,134	97,322	101,702	105,262	108,946	111,670	114,463	117,324	120,257	120,257
Grade 5	Director of Public Health	93,134	97,322	101,702	105,262	108,946	111,670	114,463	117,324	120,257	120,257
	Director of Assessing	93,134	97,322	101,702	105,262	108,946	111,670	114,463	117,324	120,257	120,257
	Planning Director	93,134	97,322	101,702	105,262	108,946	111,670	114,463	117,324	120,257	120,257
Grade 5A	Treasurer/Collector	93,134	97,322	101,702	105,262	108,946	111,670	114,463	117,324	120,257	120,257
	Assistant Fire Chief*	97,013	101,377	105,940	109,648	113,487	116,322	119,229	122,211	125,266	125,266
	Town Engineer**	97,013	101,377	105,940	109,648	113,487	116,322	119,229	122,211	125,266	125,266
Grade 6**	Director of Information Technology**	97,013	101,377	105,940	109,648	113,487	116,322	119,229	122,211	125,266	125,266
	Percentage Between Steps	1.045	1.045	1.035	1.035	1.025	1.025	1.025	1.025	1.025	1.025
	Percentage Between Steps	1.045	1.045	1.035	1.035	1.025	1.025	1.025	1.025	1.025	1.025

**MARKET RANGE \$134,432

* See Table Below
 **Market Range may be paid up to 10% above maximum

*Add Pays include the following: Base pay, Educational Incentive Pay, EMT Pay, Longevity and Holiday Pay

Grade 5A	BASE	ADD PAYS*	Assistant Fire Chief*	Assistant Fire Chief Ford*
Grade 5A	93,134	97,322	101,702	105,262
Grade 5A	112,540	116,728	121,109	124,668

Grade 5A	BASE	ECI	EMT	Long	Holiday	SUB T	Total
Grade 5A	101,702	1500	9417 00	2950	6088 43	19955 43	121,658
Grade 5A	105,262	2850	9417 00	900	6239 08	19406 08	124,668

Assistant Chiefs

Flaherty
Ford

EXHIBIT D
LMMA MEMBERSHIP
as of October 2019

Last Name	First Name	Job Class	Job Class Description
BARRETT	SUSAN	T147	TRANSPORTATION/TRAFFIC COORDIN
BEAUDOIN	ROBERT	T171	SUPER OF ENVIRONMENTAL SVCS
COLEMAN	PETER	T167	ASSISTANT RECREATION DIRECTOR
DEAN	CHRISTINE	T798	COMMUNITY CTR DIRECTOR
DEMPSEY	BRUCE	T816	ASST BUILDING COMMISSIONER
FILADORO	CHRISTOPHER	T157	PUB GROUND SUPERINT CEMETERY
FLAHERTY	TIMOTHY	T143	ASSISTANT FIRE CHIEF
FORD	CHRISTOPHER	T143	ASSISTANT FIRE CHIEF
GITSCHIER	ERIK	T145	SUPERINTENDENT HWYS & DRAINS
GOLDEN	MICHAEL	T775	RESIDENTIAL FIELD MANAGER
GOODMAN	DORINDA	T150	IT DIRECTOR
GOROSPE	VICTOR	T804	IT PROJECT MANAGER
GUNDA	SHARON	T828	HUMAN SVC OUTREACH COORD
KELLEHER	ANNMARIE	T771	TRAFFIC BUREAU SUPERVISOR
KELLY	JAMES	T704	BUILDING COMMISSIONER
KRAKAUER	JULIE	T812	IT PROJ MGR/BUSINESS ANALYS
LEBLANC	ELIZABETH	T815	WS UB METER OPERATIONS MGR
LENT	ROBERT	T104	DIRECTOR OF ASSESSING
LIVSEY	JOHN	T141	TOWN ENGINEER
LOVERING	ARNOLD	T172	TREASURER-COLLECTOR
MORROW	ROSS	T136	ASSISTANT TOWN ENGINEER
MULLINS	KAREN	T131	DIR COMM DEV/CONSERV ADMIN
PAGE	SHEILA	T159	SENIOR PLANNER
PECORA	RALPH	T178	SUPERINTENDENT OF WATER & SEWE
RICE	NATHALIE	T175	TOWN CLERK
SASPORTAS	KARI	T165	HEALTH DIRECTOR
SERIO	ANTHONY	T755	YOUTH & FAMILY SOCIAL WORKER
SHAH	HEMALI	T756	SENIOR SERVICES ASST DIRECTOR
TINTOCALIS GAUTHIER	MELISA	T134	ECONOMIC DEVELOPMENT OFFICER

**TOWN OF LEXINGTON
FAMILY AND MEDICAL LEAVE ACT POLICY**

A. POLICY STATEMENT

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. The Town of Lexington defines a twelve-month period as the twelve-month period measured forward from the date an employee's first FMLA leave begins. FMLA leave may be taken for any of the following reasons:

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

The mission of the FMLA is to benefit both employees and employers, to recognize a mutually beneficial correlation between stability in the family and productivity in the workplace. Any employee who has been employed by the Town for at least 12 months and has worked 1250 hours or more during the preceding 12 months is eligible for up to 12 weeks of leave during a one (1) year period. Leave taken under the FMLA is unpaid except when an eligible employee uses accrued paid time to qualify for compensation during leave as explained in the appropriate labor contract. At the discretion of the Town or the employee, accrued benefits may be substituted for unpaid leave. The types of paid leave employees may be required to substitute include vacation, sick leave, personal leave, and any other contractually granted leave. Intermittent leave and reduced-leave schedules are not required of employers for the birth or placement of a child. Leave terms are defined in the appropriate labor contract.

B. NOTICE

Employees seeking to use FMLA leave should provide the Town with adequate notice by completing the Request for Family or Medical Leave form (please see Appendix A for the form or the Town's intranet). If an employee's need for leave is foreseeable, a written notice of intent to take leave should be submitted to his or her supervisor and the Human Resources Department at least 30 days before the date the leave is to begin. If an employee's need for leave is not foreseeable, the employee should provide notice as soon as practicable, but preferably within 48 hours of the employee's learning of the need for a leave. A Certification of Physician or Practitioner form (please see Appendix B for the form or the Town's intranet) should be completed by the treating doctor and submitted to the Human Resources Department. If an employee fails to give 30 days advance notice in the case of a foreseeable leave, the Town may delay the start of the leave until at least 30

days notice is provided. Employees seeking FMLA may contact the Human Resources Department with questions regarding FMLA leave.

After receiving a request for FMLA leave, the Human Resources Department provides employees with a detailed notice that specifies the obligations of the employee during FMLA leave.

C. STATUS OF INSURANCE COVERAGE

The Town maintains an employee's health, dental, and life insurance coverage for the duration of the employee's FMLA leave as though the employee were continuously employed. The Town continues to pay its portion of the employee's health and dental insurance premiums, provided that the employee continues to pay his or her portion of the premium on a timely basis. Coverage ceases until the employee returns to work if an employee is more than 30 days late paying the premium. If an employee does not return to work at the end of the leave for any reason other than a serious health condition or other circumstances beyond the employee's control, the employee is liable to the Town for the amount of premiums it paid during any unpaid portions of the leave.

D. TYPES OF LEAVE

- 1. Family Leave for Birth, Adoption, and/or Foster Care**
 - A. Family leave is available for an employee to care for a son or daughter within 12 months of the birth of the employee's child or the placement of a child by adoption or foster care.
 - B. An employee who wishes to take leave for this purpose shall first use available paid leave, including accrued vacation, personal leave or any other contractual leave. Paid and unpaid leave shall count towards the 12 weeks available.
 - C. Family leave for birth, adoption, or foster care ordinarily must be taken all at once unless the Human Resources Department and the appropriate department head agree to an alternative leave arrangement that satisfies the needs of the Town.
 - D. An aggregate total of twelve (12) weeks of leave is available to a married couple, if both parents work for the Town.
- 2. Family Leave to Care for Spouse, Son, Daughter, or Parent with a Serious Health Condition**
 - A. Family leave is available when an employee is needed to care for his or her son, daughter, spouse, or parent who has a serious health condition.
 - B. An employee who wishes to take leave for this purpose shall first use available paid leave, including accrued vacation, personal leave or any other contractual leave. Paid and unpaid leave shall count towards the 12 weeks available.

- C. An employee may take leave for this purpose on an intermittent or reduced-leave basis when medically necessary. Under certain circumstances, the Town may require an employee to transfer temporarily to an alternative position, at the same pay, which better accommodates recurring periods of leave.
 - D. If an employee's need for intermittent or reduced leave is foreseeable based on elective medical treatment, the employee must make a reasonable effort to have the treatment scheduled so as not to disrupt unduly the operations of the Town.
 - E. An employee requesting leave to care for a spouse, son, daughter or parent with a serious health condition must submit a Certification of Physician or Practitioner form signed by a health care provider supporting the employee's need for leave within 15 days after requesting leave. This form is available as Appendix B, and also on the Town's intranet
 - F. The Town may require that additional medical opinions be obtained by a health care provider of its own choosing and, at its own cost, if the Town has reason to doubt the validity of any certification provided.
- 3. Medical Leave for Employee's Own Serious Health Condition**
- A. This leave is available when the existence of a serious health condition makes the employee unable to perform the functions of his or her position.
 - B. An employee who wishes to take leave for this purpose shall first use available paid leave including sick leave, vacation, personal leave or any other contractual leave. Paid and unpaid leave shall count towards the 12 weeks available.
 - C. An employee may take leave on an intermittent or reduced schedule when medically necessary. Under certain circumstances, the Town may require the employee to transfer temporarily to an alternative position with equivalent pay and benefits, which better accommodates recurring periods of leave.
 - D. If the request is for intermittent leave based on elective medical treatment, the employee shall make a reasonable effort to have the treatment scheduled so as not to disrupt unduly the operations of the Town.
 - E. An employee requesting leave due to the employee's own serious health condition must submit a Certification of Physician or Practitioner form signed by a health care provider within 15 calendar days after requesting leave. This form is available as Appendix B, and also on the Town's intranet.
 - F. The Town may require that additional medical opinions be obtained by a health care provider of its own choosing and, at its own cost, if the Town has reason to doubt the validity of any certification provided. The Town may seek periodic recertification from individuals who are out on FMLA leave.

4. Return To Work

- A. An employee returning to work at the completion of leave is returned to his or her original, or an equivalent, position with equivalent pay, benefits, and other employment terms, except as provided in (B) below. In addition, an employee's use of FMLA leave cannot result in a loss of any employment benefits that the employee earned or was entitled to before using FMLA leave.**
- B. An employee who has taken FMLA leave has no greater right to reinstatement or to other benefits or conditions of employment than if he or she had been continuously employed during the leave period. For example, an employee will not be restored to the job if the employee was hired for a specific term or project which has expired, and the Town otherwise would not have continued to employ the employee.**
- C. Prior to returning to work, the employee must have a completed Illness and Injury Evaluation form signed by his or her physician. This form is available as Appendix C, and also on the Town's intranet.**