



**Memorandum of Understanding  
Between  
Town of Lexington  
And  
Lexington Municipal Employees Association  
LMEA**

The Town of Lexington and the Lexington Municipal Employees Association hereby agree to the following amendments to the collective bargaining agreement, which expires June 30, 2019.

**1. Article 11.2 Sick Leave**

Update 11.2 as follows:

~~11.2~~ Sick leave shall be granted for personal illness, medical appointments, or off the job injuries, or for qualifying circumstances to care for a dependent.

11.2 Parental Leave 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 Town 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.

**2. Article 27.3 Merit Step Increase**

Add the following language:

Step 12: Upon completing 20 years of continuous full-time employment with the Town and at least one year at Step 11 (new table)/Step 15 (old table), an employee will be eligible for a merit step increase to Step 12 (new table)/Step 16 (old table) which will be a 1% increase above Step

11/Step 15, provided that this performance review and all 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 his/her designee and shall not be subject to Article 5, Conflict Resolution, of this Agreement.

Step 13: Upon completing 25 years of continuous full-time employment with the Town and at least one year at Step 12 (new table)/Step 16 (old table), an employee will be eligible for a merit step increase to Step 13 (new table)/Step 17 (old table) which will be a 1% increase above Step 12/Step 16, provided that this performance review and all 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 his/her designee and shall not be subject to Article 5, Conflict Resolution, of this Agreement.

### 3. Article 25.6 Miscellaneous Provisions

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

### 4. Article 23 Clothing Allowance

Edit to include the following amounts for the clothing allowance:

	<u>Current</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
<b>Plumbing Inspector</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>
<b>Wiring Inspector</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>
<b>Local Building Inspectors</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>
<b>Health Agent</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>
<b>Conservation Stewardship Program Coordinator</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>
<b>Zoning Administrator</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Recreation Supervisor</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>
<b>Residential Analyst/Inspector</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Network Administrator</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Desktop Support Technician</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Systems and Applications Administrator</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Land Use Ranger</b>	<b>\$150</b>	<b>\$150</b>	<b>\$150</b>	<b>\$150</b>
<b>Public Health Nurse</b>	<b>\$250</b>	<b>\$150</b>	<b>\$150</b>	<b>\$150</b>
<b>Engineering Staff</b>				
<b>Senior Civil</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Aides/Assistants</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>	<b>\$250</b>
<b>Inspectors</b>	<b>\$250</b>	<b>\$300</b>	<b>\$350</b>	<b>\$400</b>

At end of first paragraph add: Purchases shall not be made on a Town-issued credit card without prior approval of the employee's direct supervisor.

Add new second paragraph:

The Town will not reimburse employees for purchases made within thirty days of their last day of employment with the Town. Any employee who has received a reimbursement within thirty days of their last day of employment with the Town shall reimburse the Town through a deduction from their final paycheck.

**5. Article 22 Longevity**

Delete the current longevity stipend table and add:

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
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

**6. Article 1 Recognition**

Remove Utility Enterprise Business Manager from list of eligible positions.

**7. Article 3 Hours of Work**

3.1 After (40 hour week for DPW) add (37.5 hour week for Department Assistant – Community Center).

**8. Article 18 Tuition Program and Certification Stipend**

Delete Section 18.4.

**9. Article 30 Special Detail Assignments**

Update rates to reflect changes made by MOU signed July 31, 2018.

**10. Article 27 Wage Schedule**

Delete:

July 1, 2017 – December 31, 2017 (FY18)	1.0% base wage increase to both salary tables
January 1, 2018 – June 30, 2018 (FY18)	1.0% base wage increase to both salary tables
July 1, 2018 – June 30, 2019 (FY19)	2.0% base wage increase to both salary tables

Add:

July 1, 2019 – June 30, 2020 (FY20)	2.0% base wage increase to both salary tables
July 1, 2020 – June 30, 2021 (FY21)	2.0% base wage increase to both salary tables
July 1, 2021 – June 30, 2022 (FY22)	2.0% base wage increase to both salary tables

**11. Article 26 Effective Date and Duration**

Change the dates from July 1, 2017 – June 30, 2019 to July 1, 2019 – June 30, 2022.

Signed this 21 day of May, 2019

Town of Lexington

Lexington Municipal Employees Association

\_\_\_\_\_  
James Malloy  
Town Manager

Jennifer Gingras  
Jennifer Gingras, President

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Witness

Thomas B. Kennedy  
Witness