

AGREEMENT

BETWEEN THE

LEXINGTON SCHOOL COMMITTEE

AND THE

LEXINGTON EDUCATION ASSOCIATION:

UNIT D

JULY 1, 2015 – JUNE 30, 2018

TABLE OF CONTENTS

Page

PREAMBLE		1
ARTICLE I	Recognition	2
ARTICLE II	Association Security	3
ARTICLE III	Employment, Discharge, Discipline	3
ARTICLE IV	Wages	4
ARTICLE V	Attendance and Working Hours	5
ARTICLE VI	Sick Leave	7
ARTICLE VII	Vacations	11
ARTICLE VIII	Holidays	13
ARTICLE IX	Other Leave Provisions	14
ARTICLE X	Seniority, Transfers, Promotions, Layoffs and Job Sharing	16
ARTICLE XI	Group Insurance, Medical Coverage and Retirement Allowance	18
ARTICLE XII	Association Rights	19
ARTICLE XIII	Survey and Re-Evaluation of Positions	20
ARTICLE XIV	Reproduction of Agreement	20
ARTICLE XV	No Strikes or Walkouts	20
ARTICLE XVI	Retained Rights	21
ARTICLE XVII	Validity	21
ARTICLE XVIII	Indemnification of Employees	21
ARTICLE XIX	Evaluation	22
ARTICLE XX	Travel Expense	22
ARTICLE XXI	Non-Discrimination	22
ARTICLE XXII	Employees' Files	23
ARTICLE XXIII	Educational Vouchers	23
ARTICLE XXIV	Use of School Facilities	23
ARTICLE XXV	Payroll Deductions and Association Dues	24
ARTICLE XXVI	Student Health and Safety	24
ARTICLE XXVII	Professional Learning Incentive	25
ARTICLE XXVIII	Time Clocks	26
ARTICLE XXIX	Duration	26
ARTICLE XXX	Student Enrollment	27
ARTICLE XXXI	Safety	27
ARTICLE XXXII	Conflict Resolution	28
ARTICLE XXXIII	Grievance Procedure	28
	Memorandum of Agreement – Signature Page	32
APPENDIX A	FY16-FY17 Wage Classification Guide	33
APPENDIX B	FY18 Wage Classification Guide	35
APPENDIX C	Staff Evaluation Instrument & Form	37
APPENDIX D	LEA Unit D – Professional Learning Course/Professional Day Request Form	41
APPENDIX E	Vacation Chart	42

Agreement made pursuant to Massachusetts G. L. Chapter 150E, as of this first day of July, 2015, between the School Committee of the Town of Lexington, Massachusetts, hereinafter referred to as “The School Committee” and the Lexington Education Association, Unit D hereinafter referred to as “LEA”.

PREAMBLE

The School Committee and LEA enter into this Agreement to establish wages, hours and other conditions of employment applicable to the clerical, secretarial, service and office employees represented by the Lexington Education Association.

The School Committee, elected by the citizens of Lexington, is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts. Nothing in this Agreement shall be deemed to derogate or impair any power, right or duty conferred on the Committee by any statute or any rule or regulation of any agency of the Commonwealth. The Superintendent of Schools of Lexington (hereinafter referred to as the Superintendent) is the executive officer of the School Committee and, under the general supervision of the Lexington School Committee is responsible for the operation and management of the Lexington Public Schools.

Nothing in this Agreement shall be deemed to derogate any rights of LEA as the legally recognized bargaining agent of the employees referred to in Article I to represent and negotiate with the School Committee on wages, hours and working conditions of said employees as provided for in this Agreement.

ARTICLE I

RECOGNITION

The School Committee recognizes LEA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment of all of the following employees of the Lexington Public School System.

The term “employee” is understood to mean a person for whom LEA has been recognized as the exclusive representative, and only such persons are covered by the Agreement: school support personnel (formerly known as Aides), administrative assistants, secretaries, clerks, registrars, bookkeepers, campus monitors and, in general, clerical and office positions. This agreement does not cover custodians, food service workers, licensed educators, administrators, Superintendent’s Executive Administrative Assistant, Human Resources Office Manager, Human Resources Specialist, Executive Administrative Assistant to the Assistant Superintendent for Human Resources, Executive Administrative Assistant to the Assistant Superintendent for Finance and Operations, LHS Office Manager and clerical substitute staff. All such employees are covered by this agreement whether their positions are funded by Town Appropriation, grants, or any other source.

ARTICLE II

ASSOCIATION SECURITY

The employer agrees that no reprisals of any kind will be taken against any employee covered by this Agreement by reason of membership in LEA, or participation in any lawful LEA activities, provided such activities shall not be carried on in such manner as to interfere with the performance of the duties of the employee.

ARTICLE III

EMPLOYMENT, DISCHARGE, DISCIPLINE

- A. The Superintendent, or his/her administrative designee in consultation with the employee's immediate supervisor or school principal and subject to the approval of the Superintendent, shall hire and employ all employees for all schools and offices and may suspend them for just cause, after proper notification.
- B. New employees must satisfactorily serve a 90-day probationary period before receiving an appointment to a regular assignment. Employees who have served an initial probationary period shall not be subjected to a subsequent probationary period if laterally transferred. If the employee moves to a new classification, a probationary period of 60 days may be required.
- C. No employee shall be discharged or otherwise disciplined without just cause.
- D. If possible, an employee shall be given written notice of any charges against the employee prior to disciplinary action being taken or investigated. In all cases, the employee shall be given written notice of intent to investigate and a general statement of the charge(s) within seven (7) school days of management's becoming aware of the questioned conduct, excluding Saturdays, Sundays, holidays, and school vacations for 10 month employees. Management shall be deemed aware of the questioned conduct when the conduct first comes to the attention of the employee's immediate supervisor, or to the attention of another administrator with authority equal to or superior to that of the immediate supervisor. In cases where notice of an investigation is given, the employee shall be advised in writing within thirty (30) school days of such notice as to whether or not the questioned conduct will be the subject of a disciplinary action. If the results of the investigation are not delivered to the employee within said thirty (30) school days, no disciplinary action on that conduct can be taken. If an investigation reveals a new matter about which management was unaware, it must issue a new seven (7) school day notice of a new intent to investigate in order to pursue such new matter.
- E. In order to establish just cause for dismissing an employee due to unsatisfactory performance as opposed to conduct unbecoming, insubordination or incapacity, the employee must have received at least one written warning in the form of a letter or memorandum within 14 calendar days of the questioned conduct.

ARTICLE IV

WAGES

- A. The wages of employees shall be fixed by the School Committee at rates established in the wage classification guide set forth in *Appendix A*, attached hereto. Secretaries entering the Lexington Public Schools may receive credit for previous comparable secretarial experience. Comparable experience will be determined by the Superintendent or by his/her designee based on the work duties performed by the applicant in his/her previous position.
- B. Step increases provided in the wage classification guide shall be granted upon satisfactory job performance by the employee as determined by the annual evaluation and recommended by the Assistant Superintendent for Human Resources to the Superintendent of Schools.
- C.
 - Effective July 1, 2015, Increase all salary schedules by 2.00%
 - Effective July 1, 2016, Increase all salary schedules by 2.25%
 - Effective July 1, 2017:
 - Reclassify existing 10 and 12 month positions by grade as shown in Appendix B (attached)
 - Increase the hourly rates of 10-month employees, thus narrowing the gap between them and their 12-month counterparts by 82.5% within the same job classification
 - Increase all salary schedules by 2.00%

The parties agree to the shared goal of a fully blended ten (10)/twelve (12) month salary schedule in the next Unit D contract

- D. A part time employee covered by this Agreement who works during the summer months shall receive payment based on the wage guide effective as of July 1st of that year.
- E. Employees who have been employed continuously by the school district and have completed ten years or longer shall receive, in addition to their regular salary, an annual longevity stipend in accordance with the table below. This stipend shall be paid in the first pay period after the tenth (10th) anniversary date of employment and in the first pay period following each anniversary date thereafter.

	<u>Amount Before Pro-ration</u>
Employees with 10-14 years of continuous service	1,075/yr
Employees with 15-19 years of continuous service	1,175/yr
Employees with 20-24 years of continuous service	1,275/yr
Employees with 25 or more years of continuous service	1,475/yr

Employees hired before September 1, 1986, on a school year (ten-month) basis, shall have their longevity stipend pro rated, and shall receive ten-twelfths (83%) of the applicable amount in the above table. Employees hired after September 1, 1986 on a

school year (ten-month) basis shall have their longevity stipend pro rated as follows: ten-twelfths (83%) of the applicable amount in the above table and then multiplied by a fraction based upon the number of hours worked per week, with a 37.5 hour week recognized as full time.

An employee hired after the start of a new contract year and prior to February 1 shall be given credit for the entire year. Employees employed on a school year (10 month) basis shall have their longevity pro rated, and shall receive ten-twelfths (83%) of the applicable amount in the above Table and based upon the number of hours per week with a 37.5 hours week recognized as full time.

- F. During the fall of the 2017-2018 school year, representatives of the administration and the LEA will meet to further explore the possibility of paycheck annualization (to the extent legally possible) in a successor to the 2015-2018 master agreement and make a joint recommendation to the Superintendent of Schools.

ARTICLE V

ATTENDANCE AND WORKING HOURS

- A. Individual work schedules and job descriptions will be determined by the Superintendent or his/her designee, after appropriate consultation with the employee and building principal. No employee shall leave the school premises during scheduled working hours without permission of the Supervisor.
- B. All annual individual 12-month wage agreements will specify the number of hours, days per week, name of school and hourly rates. All Elementary Principal's Administrative Assistants currently working 37.5 hours will have their hours increased to 40 hours per week.
- C. All annual individual 10 month wage agreements will specify the number of hours, name of school, hourly rates and all information contained in Section F of this Article.
- D. In emergencies, necessary authorized absence for less than one-half day may be made up without loss of pay or accumulated sick leave.
- E. The normal 8 hour/7.5 hour work day for employees shall permit not less than a one-half (1/2) hour lunch period on the employee's time and allow, for those employees who work a full day, a fifteen (15) minute relief period during the morning. An afternoon relief period of fifteen (15) minutes may be taken.
- F. The 10 month employee work schedule will include two (2) additional work days either before or after the student school year as determined by the building principal. Ten-month employees who are required to begin work before the starting date stipulated above shall have the new starting date reflected on their individual agreements. Payment will reflect their status as of the current wage classification guide.

- G. The parties agree that the employer may fill secretarial and School Support Personnel (SSP) absences by using the services of an outside agency or through the existing secretarial substitute pool at its discretion.

12 MONTH EMPLOYEES

In cases when school sessions are cancelled because of adverse weather conditions, mechanical difficulties or acts of God, and offices are open, all twelve month employees will have the option of reporting to work or if they feel it is unsafe to travel, they may take a personal day or vacation day.

With written approval of an immediate supervisor, beginning the first day after the student school year ends through the day before student school year begins, a full-time 12-month secretary may be allowed to begin her work day up to one (1) hour earlier in the morning in order to leave work up to one hour earlier in the afternoon.

10 MONTH EMPLOYEES

Ten-month employees will not be required to report to work on days when school is canceled due to adverse conditions mentioned above, nor will they be paid for such days when they do not work.

- H. In FY16 and FY17 only, in cases when school offices are closed due to adverse weather conditions, or emergency situations, all employees covered by this Agreement who normally work on that day(s) shall be paid. When school sessions are dismissed early because of weather, road conditions, or other emergency situations, all employees may leave forty-five (45) minutes after students are dismissed except in an emergency situation. Employees will be paid for the whole day.
- I. If the Superintendent declares a delayed opening on any school day, employees will report to work 1/2 hour before the opening of school and will be paid for a full day.
- J. Each employee shall, before July 1, be furnished with a schedule showing the school where and hours for which she/he will be employed during the following school year. No person so scheduled shall be laid off or have his/her hours of work reduced below those scheduled during the following school year. Discipline imposed for just cause in compliance with Article III shall not be deemed a violation of this clause.
- K. No employee shall be required to take home additional work to be performed outside of regular working hours. An employee who performs additional work outside of regular hours, authorized by the Superintendent or his/her administrative designee, shall be paid for hours worked up to 40/ 37.5 in a work week at straight time pay, and on a time and one-half basis for hours worked in excess of 40/37.5 in a work week.
- L. An annual attendance statement, in October, shall include the number of accumulated sick days and vacation days as of July 1st and the employee's anniversary date.

- M. A principal may require School Support Personnel to provide teaches with classroom coverage for Special Education meetings. Should an SSP be required to provide a teacher with classroom coverage for an absence unrelated to Special Education meetings, the principal may do so for a period not to exceed forty-five (45) minutes in duration except under the following conditions. In the event a SSP is required to provide classroom coverage for a teacher in excess of forty-five (45) minutes, he/she will be paid ten dollars (\$10.00) per hour beyond his/her regular hourly wage for each additional hour (or fraction thereof) up to a maximum of fifty dollars (\$50.00) per day.

ARTICLE VI

SICK LEAVE

- A. All employees will earn sick leave with pay at the rate of one and one-quarter (1 1/4) days each calendar month worked, not to exceed ~~fifteen (15)~~ fourteen (14) working days per fiscal year. Sick and personal leave will be prorated on the basis of an employee's FTE. When sick and/or personal leave is used, it will be charged in hours. The following formula shall determine the conversion of days into hours: (# of days allotted) x (7.5 or 8.0 hrs/day) x (FTE).
- B. Employees entering the employ of the Lexington Public Schools will be granted sick leave with pay at the conclusion of one month's employment through one year of employment on a monthly proportional rate of one and one-quarter (1 1/4) days per month worked. After one year of employment, sick leave shall become available immediately, on the basis of the number of days to which the employee is entitled as set forth herein.
- C. Discretionary sick leave with pay may be granted to employees with ten (10) or more years of service by the School Committee provided all accumulated sick leave and all vacation leave has been exhausted. Discretionary sick leave shall not for any one illness exceed ninety (90) working days. The School Committee in its discretion may treat employees with less than ten years service as eligible for discretionary sick leave and may determine the time for which such sick leave may be allowed.
- D. Sick leave with pay shall be granted to employees when they are incapacitated for performance of their duties by their own sickness, injury or quarantine by public health authorities. The same shall be granted because of sickness on the part of a mother, father, husband, wife, child, step-child, domestic partner, parent-in-law, grandchild, or relative for whom the employee is the primary caregiver and who requires and receives their personal care and attendance, but only until suitable arrangements for care of the sick person can be made.
- E. Sick leave will commence on the date and time notification of the employee's sickness, injury or quarantine is given to the immediate supervisor by the employee, the family or the physician.

- F. For absence for which sick leave is claimed, the Assistant Superintendent for Human Resources, in consultation with the employee's immediate supervisor or school principal, may require evidence at any time in the form of a physician's certificate which shall give the nature of the illness or injury and the expected duration. If such certificate is not filed after request, such absence may be applied at the discretion of the Superintendent or his/her administrative designee to leave without pay. The Superintendent or his/her administrative designee, in consultation with the employee's immediate supervisor or principal, shall require such certificate at the end of two weeks' absence for which sick leave is claimed and shall require a new certificate at the end of each month of such absence. If it elects to do so, the School Committee may require that the employee be examined by an independent physician appointed by the School Committee.
- G. Whenever an employee is absent from his/her position as a result of personal injury caused by an accident in the course of his/her employment, the employee will be paid his/her full salary (less the amount of any worker's compensation award made for the temporary disability due to said injury) for a period not to exceed forty-five (45) working days. Absence for such cause will not be considered sick leave. A doctor's certificate will be required after five (5) working days.
- H. Absence due to illness or injury, but not including injuries arising on the job and for which the employee is entitled to workmen's compensation insurance, in excess of earned sick leave may, at the discretion of the Assistant Superintendent for Human Resources and with the consent of the employee, be charged to vacation leave.
- I. There shall be created a sick leave bank, which shall be jointly administered by the employer and LEA. The bank shall be established by the donation of one (1) day of sick leave credit from all employees covered by this Agreement. The employer and LEA shall jointly establish criteria pursuant to which to allocate sick leave credit to a participating employee who has no personal sick leave credit available. There shall be a Sick Leave Bank Committee comprised of two (2) members appointed by LEA and two (2) by the employer. It shall be the responsibility of such Committee to administer the Sick Leave Bank. If the Sick Leave Bank falls below forty (40) days, the employer shall notify the Association and the Association shall authorize the contribution to the bank of one additional sick leave day from each employee covered by the Agreement.
- J. At the conclusion of each fiscal year any 12-month bargaining unit member who has successfully completed a 90-day probationary period, and was hired prior to January 1, who has used six (6) or fewer sick days for that fiscal year shall receive a bonus of two hundred and seventy five dollars (\$275) to be paid on the first pay period in October of the following fiscal year.
- At the conclusion of each fiscal year, any 10-month bargaining unit member who has successfully completed a 90-day probationary period, and was hired prior to February 1 who has used five (5) or fewer sick days for that fiscal year shall receive a bonus of two hundred and seventy five dollars (\$275) to be paid on the first pay period in October of the following Agreement year.
- K. Employees whose services are terminated for any reason shall not be entitled to compensation in lieu of any sick leave not taken. Except upon reinstatement after an

approved leave of absence, no sick leave credit for prior employment will be allowed any rehired employee.

L. Independent Medical Examinations

The Superintendent of Schools has a responsibility to students and staff to ensure that employees who are present at work are fit to perform the duties and responsibilities associated with their work assignment(s). The Superintendent of Schools, acting in his/her capacity as employer, has the discretion to request and/or require a medical opinion from a medical practitioner of his/her choosing or additional medical assessment by the employee's doctor if there is a reasonable basis for questioning whether the employee is disabled from work, and/or determine whether the employee is fit to perform his/her duties, and/or determine whether the employee is fit to return to work after more than fifteen consecutive days of absence from work.

The Superintendent can order employees to participate in a medical evaluation or an assessment of their physical, emotional or mental health if there is a documented basis for the reason(s) for the order, and this order is delineated in writing to the individual employee and a copy is sent to the President of the Association.

A physician may request records and information medically necessary and appropriate, in the physician's professional opinion, to inform an assessment of whether the employee is fit for work. Prior to undertaking the assessment, the physician will be informed in writing by the Superintendent that it is the School's wish to respect the employee's privacy by avoiding inquiries broader than those that are medically necessary and appropriate for this purpose.

The basis for such an order may be based on a pattern of one or more of the following indicators:

- Complaints of inappropriate verbal conduct or any conduct indicating an inability to exercise self-control and self-discipline;
- An abrupt change in customary behavior resulting in an inability to perform essential functions of the position;
- Irrational verbal conduct or behaviors, including delusions and/or hallucinations;
- Suicidal statements or behaviors, or personal expressions of mental instability;
- Unexplained and excessive tiredness or hyperactivity;
- Diagnosis of a life-threatening eating disorder;
- Inappropriate use of alcohol, medications or other drugs, including symptoms of illegal drug use;

- Memory loss;
- Impatience or impulsiveness, especially with a loss of temper;
- Unexplained and/or excessive lateness or absenteeism, and;
- Physical injury or illness that creates a reasonable concern that an employee is unable to safely perform the essential functions of his or her position.

When making this determination, the Superintendent also has the discretion to consider:

- The extent to which a period of rehabilitation has been satisfactorily completed;
- The validity of the report of the employee's personal medical practitioner, and;
- The extent to which the employee's medical practitioner has taken into consideration the demands of the workplace.

If the results of the examination show that the employee qualifies for a reasonable accommodation, the employee will be afforded all of his/her rights in accordance with the Americans with Disabilities Act and General Laws 151B.

In the event of a dispute regarding the interpretation and/or application of this Agreement, the grievant and the LEA may submit its claim(s) to arbitration but there will be no entitlement to arbitration if the matter is also pursued in other fora.

ARTICLE VII

VACATIONS

- A. Employees shall be entitled to vacation leave with pay, as provided in this Article. There are some exceptions; see the chart at the end of this contract. All vacation dates are subject to the approval of the employee's immediate supervisor, the school principal, and the Superintendent or his/her designee. Twelve (12) month employees may be permitted to take up to ten (10) days of their vacation time during the school year when school is in session subject to receiving prior approval as stated in the preceding sentence, and under the following conditions; no more than five (5) days of vacation leave shall be used consecutively. Ten (10) month employees may be permitted to take up to five (5) days of vacation during the school year. For both ten (10) and twelve (12) month employees, it is not prohibited, but preferred, that vacation not be taken during the week before school, the first week of school, the last week of school, and the week after school.
- B. All 12 month employees who have been employed for less than one year shall receive vacation with pay, to be computed on the basis of three-fourths (3/4) of a day of vacation for each complete month of employment prior to July 1. All eligible 10-month employees who have been employed for less than one year shall receive vacation with pay, to be computed on the basis of 0.3 of a day of vacation for each complete month of employment prior to July 1.
- C. No Saturday or Sunday or holiday leave day (Article VIII) shall be computed as a day of an employee's vacation.
- D. Computation of vacation entitlement:
1. For the purpose of computing the length of service for vacation entitlement, a year of service will be that portion of a calendar year for which the particular employee is normally scheduled to work.
 2. Twelve-month employees who have worked in a twelve (12) month position for a minimum of one (1) year and previously worked in a ten (10) month position shall be entitled to receive full vacation time with no pro-ration of years in service.
 3. Vacation entitlement varies according to hiring date, months worked per year, and hours worked per week. The chart at the end of this contract shows the amount of vacation time to which employees with the corresponding amount of continuous service, as computed in accordance with this Article, are entitled. Where applicable, the stated amount of vacation time will be prorated on the basis of the number of months per year worked by the employee out of a 12-month year and also prorated on the basis of the number of days per week worked by the employee out of a 5-day week.
 4. In the event that an employee moves from a twelve month position to a ten month position and such employee worked in the twelve month position prior to 1995, s/he is eligible for the ten month vacation benefit.

E. Payment of Vacation Entitlement:

1. Employees hired before July 1, 1995 shall be paid for each vacation day an amount corresponding to the total hours worked per week, divided by the number of days worked per week.

2. Whenever employment is terminated by dismissal through no fault or delinquency on an employee's part, or by resignation, retirement, or death, without his/her having been granted a vacation to which the employee is entitled, he/she, or in the case of his/her death, the employee's estate, shall be paid for the earned vacation at the regular rate of compensation payable to him/her at the termination of his/her employment in lieu of such vacation. This will be computed on a 52-week year from July 1 to the date of termination.

F. One week of vacation may be carried over from one vacation year to the next by twelve month employees, but may not be taken in advance, except by special permission of the Superintendent or his/her designee in consultation with the employee's immediate supervisor or school principal.

G. The Superintendent or his/her administrative designee may, at his/her discretion, and with the consent of an employee, charge to vacation leave any absence in excess of permitted sick leave due to illness or injury, but not including injuries arising on the job and for which the employee is entitled to workmen's compensation insurance, and any absence that is not covered in the leave regulations.

H. Employees who are on approved vacation leave will have their vacation days so charged except for situations listed below, provided that the office of the Superintendent or his/her administrative designee is notified of the situation immediately, or in cases of a weekend or holiday, on the next regularly scheduled work day of that office:

Personal illness – in cases where the employee is hospitalized. A physician's note shall be required and such illness charged to sick leave.

Funeral leave – as described in Article IX, paragraph A.

I. If any request by the employee under this Article is denied, written reasons shall be provided to the employee upon request.

ARTICLE VIII

HOLIDAYS

- A. The following days in each fiscal year shall be holiday leaves with pay when they fall or are celebrated on a normal work day.

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

If the Lexington Public Schools open prior to the Labor Day Holiday, all 10 month employees covered under this bargaining agreement will be compensated for the Labor Day holiday.

In order to qualify for holiday leave with pay, an employee whose normal work week is Monday through Friday shall have worked on the last regularly scheduled work day prior to and the next regularly scheduled work day following the holiday unless it is an absence for which compensation is payable as provided in these policies.

Employees who work any part of the week in which a holiday falls shall be paid for the holiday, provided this is a regularly scheduled work day for which the employee would normally have been paid.

Ten-month employees who work extra days during school vacation period shall be paid for holidays only if they work all scheduled work days for that week.

- B. The day after Thanksgiving is a paid holiday for all employees covered by this agreement who would normally work on Fridays. Similarly, when school is closed on Good Friday, all employees who normally work on Friday will be paid. If any holy day is declared by the School Committee to be a no-school day, then all employees covered by this Agreement shall be granted those days off without loss of pay.
- C. In the event that state or federal government institutes additional holidays as legal holidays, employees shall be granted the holiday leave with pay for such days, under the conditions of Section A of this Article.

ARTICLE IX

OTHER LEAVE PROVISIONS

A. Funeral Leave

An absence with pay for a period not to exceed five (5) days may be granted by the Superintendent or his/her administrative designee in case of the death of a member of an employee's immediate family or household. The term "immediate family" means the employee's spouse, child, father, mother, sister, brother, domestic partner, grandparents, grandchild(ren), father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepsiblings, stepchildren, niece, and nephew.

An absence with pay for any one day may be granted by the Superintendent or his/her administrative designee in case of the death of an employee's aunt, uncle, cousin, or of a grandparent of the employee's spouse.

These provisions shall be administered in the light of their purpose, which is to provide opportunity when needed to enable an employee to attend the funeral or to attend to family or personal matters arising as a result of the death.

B. Military Leave

Any regular employee serving an annual tour of duty with the armed forces shall be paid the difference between the employee's regular salary and the employee's military pay during such period but not to exceed two (2) calendar weeks.

The granting of such leave shall not affect the employee's right to vacation leave.

C. Jury Duty

A regular employee called for jury service shall be paid the difference between his/her regular salary and his/her jury pay during the period of such service and shall report for work whenever excused from attendance at court. Upon receipt of a summons for jury service, the employee shall immediately notify the employee's immediate supervisor.

D. Personal Leave

1. Employees may be absent for three (3) days a year for reasons which are unusual, imperative or emergency in nature, or for events at which their attendance is required and no other arrangement can be made outside their regular work schedule. Example: legal business or personal matters, transactions, serious family illness, funerals, graduation of an immediate family member from an institution of higher learning.
2. Personal Leave shall not be taken immediately before or after a holiday.

3. Written notification to the Superintendent or his/her administrative designee for such personal leave must be made at least forty-eight (48) hours in advance, except in case of emergency, in which case notification can be made by telephone followed by a submission of a Personal Absence Request Form.
4. Personal days may be taken sequentially with written reasons(s) and such reason(s) must be consistent with contract language.
5. The employee need only state that a personal day is needed for reasons consistent with the contract.
6. Persons hired on or after February 1 of any year may be granted one (1) personal day only for that fiscal year.
7. At the end of each school year, unused personal days shall automatically be rolled over into sick leave days.

E. Leave Without Pay

Leave without pay may be granted upon request to an employee by the Superintendent or his/her administrative designee in consultation with the employee's immediate supervisor or school principal for good and sufficient reason when such may be done without injury to the Lexington Public Schools.

F. Religious Leave

Written request for leave for required observance of religious holidays shall be made one (1) week in advance to the Superintendent or his/her administrative designee. Such leave will not exceed three (3) days. Such absence will not be charged to sick leave or to personal leave.

G. Professional Leave

Employees may, after proper request and approval of the Superintendent or his/her administrative designee, be granted an absence with pay to attend professional activities relating to their responsibilities or professional growth.

H. Other Leave Provisions

Legal days will be granted as required to pursue grievances.

I. Parental Leave

Employees who become parents through birth or adoption during the school year (12 month employees during the fiscal year) shall be entitled to pay according to years of service in the amount of two (2) days pay for every year worked. Employees will be entitled to eight (8) weeks leave without pay and may return to their original positions. An employee who requests more than eight (8) weeks leave may return to the next

available position in his/her classification or resign without prejudice. Seniority will be not affected by taking parental leave.

J. Unauthorized Leave

Any absence from employment not permitted under the foregoing regulations shall be unauthorized and may be grounds for dismissal.

ARTICLE X

SENIORITY, TRANSFERS, PROMOTIONS, LAYOFFS AND JOB SHARING

A. Seniority

1. Seniority is defined as the length of continuous employment in a bargaining unit position for the Lexington Public Schools.
2. Seniority shall be broken if an employee:
 - a. resigns, or
 - b. is discharged for cause.

B. Notice of Vacant Positions

1. All vacancies, promotions and new positions created in the Lexington Public Schools and covered under this agreement shall be sent to the Unit D representative five (5) business days prior to being posted online in the applicant tracking system. Bargaining unit employees who meet the posted criteria shall be given an interview and consideration.
2. All known clerical summer positions shall be posted online in the applicant tracking system by June 1 in order that existing ten-month employees may apply and be given consideration.
3. All temporary positions occurring during the school year will be posted on-line and made available to currently employed part-time LEA Unit D members who may apply and will be given consideration.

C. Promotions and Voluntary Transfers

In filling job openings in the Lexington Public School System covered under this Agreement by promotions and voluntary transfers, employees' training, quality of previous work performance, experience, ability and suitability for the new position, and length of service as a member of the bargaining unit will be considered. Where other factors are equal, an employee shall be selected to fill the vacancy in accordance with length of membership in the bargaining unit.

When an employee takes another position within the LEA that is a higher classification, that employee will move to Step 2 of the new classification.

D. Layoffs and Involuntary Transfers

In cases where reductions in staff will cause layoffs or involuntary transfers of employees, where the other factors referred to in paragraph C of this Article are equal, members of the bargaining unit with greater length of service in a bargaining unit position will be the last transferred from their existing positions and the last laid off.

E. Pay During Temporary Transfer

Any person temporarily transferred, voluntarily or involuntarily, to fill a vacancy at a higher level because of illness, resignation, or leave of absence of an employee at a higher classification shall be paid at the higher rate after twenty (20) work days of such employment until such time as the vacancy has been filled.

F. Bumping

In cases where an employee's job is eliminated, that employee will have the option of filling the position held by the employee having the least seniority within that same class of positions as described in the Wage Classification Guide. The hourly wage of the transferring employee shall be at the step which establishes a salary equal to his/her current salary, or at the next step higher. In no event will an employee moving to a new position suffer a reduction in hourly wage. The employee whose job is eliminated shall not be entitled to any additional options to "bump."

G. Recall

1. Any person laid off shall retain recall rights to his/her former position classification and to lower paid classifications for a period of one (1) year from the layoff date.
2. As recall positions become available, each laid-off person will be notified of re-hire by certified mail. Laid-off persons will respond in writing within seven (7) calendar days of receiving such notice. Refusal to accept recall and/or failure to respond in writing within seven (7) calendar days of receipt will result in the person forfeiting further recall rights. When a laid-off person returns to a position, all further recall rights and obligations are voided.
3. Persons returning as a result of recall will return to the same wage step held before the layoff occurred, and their seniority will continue to accrue, i.e., if a person was being laid off with four (4) years of service and is rehired, said person will be beginning their fifth (5th) year of service. The employee will retain his/her accumulated sick leave and accrued vacation leave earned prior to the layoff.

H. Grounds for Involuntary Transfers

Involuntary transfers shall occur only because of reductions in staff, or for the good of the Lexington Public Schools as determined by the Superintendent, after consultation with LEA.

I. Job Sharing

Upon the determination of the Superintendent or his/her administrative designee and the persons involved, two persons sharing a full time (37.5 hours per week) position shall each be paid the percent of the hourly wage consistent with the percent of the total (37.5) hours per week worked. All benefits will be pro-rated consistent with the percent worked, where possible. This provision applies to both ten and twelve-month employees.

ARTICLE XI

GROUP INSURANCE, MEDICAL COVERAGE AND RETIREMENT ALLOWANCE

Eligible employees, as described below, shall be entitled to acquire individual or family medical insurance coverage for hospital and medical services and extended benefits, dental coverage or any other health maintenance coverage available to employees of the Town of Lexington. Eligible employees shall be entitled to secure a Certificate of \$5,000.00 of term life insurance coverage on the basis available to employees of the Lexington Public School System and/or employees of the Town of Lexington.

The School Committee shall pay at least seventy-five percent (75%) of the premium cost for the group health insurance plan purchased under the provisions of MGL Chapter 32B, for employees covered by this agreement. Employees shall contribute the appropriate percent of the cost of the premium for membership in those health insurance plans offered by the Town of Lexington through the Group Insurance Commission (GIC) as negotiated by and between the Town of Lexington and the Public Employee Coalition representing municipal school employees.

All permanent 10 month and 12 month employees working twenty (20) hours or more per week shall be entitled to secure a Certificate for \$5,000.00 of term life insurance coverage on the basis available to employees of the Lexington Public School System and/or employees of the town of Lexington. An Optional Life Insurance plan is also available.

All permanent 10 month and 12 month employees working twenty (20) hours or more per week shall be entitled to acquire individual or family health coverage for hospital and medical services and extended benefits. The premiums for medical insurance coverage shall be paid as follows: That percentage of the premiums as shall be established and effective from time to time in the Town of Lexington, but not less than seventy-five per cent (75%) of the cost of such insurance by the employer and the balance, but not more than twenty-five per cent (25%) of the cost of the insurance, by the employee. Members may choose from the list of carriers of health coverage for the Lexington Public School System and/or employees of the Town of Lexington. The monthly

deduction rates for these additional carriers will vary. If an employee's hours are reduced below twenty (20) hours per week he/she is no longer eligible for health insurance coverage.

Once an employee works eighteen (18) hours a week as a permanent 10 month or 12-month employee, that employee automatically comes under the Retirement System. Thereafter, the employee remains in the Retirement System, though the employee's hours may be reduced. The employee's accumulated total deductions (annuity) and the amount paid by the Retirement System (pension) become an employee's retirement allowance.

ARTICLE XII

ASSOCIATION RIGHTS

- A. The School Committee shall permit the LEA to use in-school mailboxes, and to use school buildings for association meetings, provided no additional cost for custodial employees is necessitated by such use.
- B. The School Committee shall furnish to the LEA the names and addresses of all clerks, secretaries, administrative assistants, educational support personnel and office personnel in the Lexington School System prior to the opening of school each year, in so far as possible, and whenever positions are filled because of new openings, resignations, transfers or death.
- C. The School Committee shall furnish to the LEA a complete listing of all clerks, secretaries, administrative assistants, school support personnel and office personnel employed in the System and of the positions they occupy.
- D. The School Administration shall furnish to the LEA copies of all anticipated personnel additions, including changes in hours and wages, at least three (3) working days before taking binding action and in the same manner as provided to members of the School Committee.
- E. The School Committee shall furnish to the LEA all financial and other information requested by the LEA and required for the conduct of negotiations.
- F. The negotiating team shall suffer no loss of pay for time spent during working hours in collective bargaining sessions with the employer. During each school year, members of the LEA bargaining team shall be able to negotiate at least six (6) hours during working hours.

ARTICLE XIII

SURVEY AND RE-EVALUATION OF POSITIONS

The Superintendent will consider any study conducted by the LEA in regard to the re-evaluation of positions covered by this contract.

Any future Committees, appointed during the duration of the Agreement to deal with re-classification or re-evaluation shall be comprised of an equal number of members appointed by the Superintendent of Schools and by the President of the Lexington Educational Association. The chairperson and vice-chairperson of any study committee appointed shall be selected by the appointed members of the committee and one of these shall be from the Superintendent's appointees and one of these shall be from the President of the Lexington Educational Secretaries Association appointees.

During the 2013-2014 school year, the administration will conduct a compensation and classification study for those positions covered under the recognition clause of the LEA Unit D contract. The LEA will be provided with a copy of the final report upon its completion. Both parties to this agreement reserve their respective collective bargaining rights in connection with the findings of said report.

ARTICLE XIV

REPRODUCTION OF AGREEMENT

The Committee shall bear the cost of reproducing the Agreement and will supply LEA with one hundred seventy five (175) copies thereof before the opening of school in September, if possible, and otherwise as soon as possible.

ARTICLE XV

NO STRIKES OR WALKOUTS

The LEA agrees that it will not cause, sanction, or take part in any strike, walkout, slowdown or work stoppage, nor will it authorize, encourage or incite any of its members, individually or collectively, to cause or take part in any such interruption of work during the period this Agreement is in effect. Any employees who violate this provision shall be subject to discipline and/or discharge pursuant to state law.

The School Committee agrees that it will not lock out any employee in the bargaining unit during the period this Agreement is in effect.

ARTICLE XVI

RETAINED RIGHTS

The School Committee and the Superintendent reserve and retain full rights, authority and discretion in the proper discharge of their duties and responsibilities to control, supervise and manage the Lexington Public Schools and their personnel under governing law, ordinance, rules and regulations, consistent, however, with the rights of the employees and LEA as their collective bargaining representative under applicable laws, regulations, rules and ordinances and under this Agreement.

ARTICLE XVII

VALIDITY

If any section of this Agreement is found to be invalid or illegal, the rest of the Agreement shall remain in full force and effect for the term of this contract, provided, however, that upon such findings the parties agree to confer promptly to negotiate for an equivalent, lawful provision to be included in this Agreement to replace the section held invalid.

ARTICLE XVIII

INDEMNIFICATION OF EMPLOYEES

Indemnification of employees for expenses or damages incurred by them by reason of actions or claims against them, arising out of their negligence, shall be governed by the General Laws, Chapter 258.

Public employers may indemnify public employees from personal financial loss and expenses, including legal fees and costs, if any, in an amount not to exceed one million dollars arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act of omission which constitutes a violation of the civil rights of any person under any federal or state law, if such employee or official at the time of such intentional tort or such act or omission was acting within the scope of his official duties or employment. No such employee or official shall be indemnified under this section for violation of any such civil rights if he/she acted in a grossly negligent, willful or malicious manner.

For purposes of this section, persons employed by a joint health district, regional health district or regional board of health, as defined by sections twenty-seven A and twenty-seven B of chapter one hundred and eleven, shall be considered employees of the city or town in which said incident, claim, suit or judgment is brought pursuant to the provisions of this chapter.

ARTICLE XIX

EVALUATION

All employees will be evaluated for work performance annually. The evaluation will be made in writing on the Evaluation Form (Appendix B of this Agreement), and signed by the immediate supervisor making the evaluation. A procedure will be established by the employer which will contain the following provisions. The evaluation will be made in writing and signed by the supervisor making the evaluation. Each employee will be given a copy of his/her evaluation, will be given the opportunity to discuss the evaluation with his/her supervisor, and will be permitted to file a written statement in response to the evaluation. All written evaluations and employee responses shall be kept in the employee's file, and considered a part thereof. If the evaluation is not received by June 1 of a given year, no unfavorable action may be taken against the employee on the basis of the evaluation.

The General Job Descriptions will be the generic job descriptions on file in the Human Resources Office. The Additional Responsibilities listed by the supervisor will reflect the scope and requirements of each LEA position within the Lexington Public Schools. These job descriptions shall have the authority of guidelines only, and may serve as the basis for a grievance.

ARTICLE XX

TRAVEL EXPENSE

Employees whose duties require inter-building travel or travel elsewhere during working hours, will be reimbursed for this travel at the rate approved for all employees or at such other higher rate of reimbursement as may be provided for other Lexington School System employees or for similarly classified Town of Lexington employees. Employees will also be reimbursed for actual parking costs and tolls incurred. Requests for reimbursement must be based on actual mileage traveled and submitted under a procedure established by the employer. The Supervisor of any employee required to undertake travel which is reimbursable shall give prior approval for the travel to be undertaken.

ARTICLE XXI

NON-DISCRIMINATION

The employer and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, creed, color, religion, national origin, sex, age, disability, sexual preference or association activities, as provided by law.

ARTICLE XXII

EMPLOYEES' FILES

- A. Before any information is placed in the employee's personnel file, it shall be shown to the employee within five (5) days. The employee may acknowledge, in writing, that he/she has read it.
- B. Any employee may attach an addendum to any information (memo, evaluation, etc.) in his/her personnel file.

Any employee may have information removed from his/her file by use of the grievance procedure, on the grounds that information in his/her file is improper, incorrect, or irrelevant to the employment relationship.

- C. The employee shall have the right, upon request, at reasonable times to examine his/her personnel file at a location designated by the employer and to have a copy of any material in it.
- D. The employer will not reveal information in the employee's file without the consent of the employee to anyone outside the management of the Town, except when required to do so in legal proceedings.

ARTICLE XXIII

EDUCATIONAL VOUCHERS

Educational vouchers received by the employer from any college or university to be used by school personnel to reduce or cover the full cost of courses at the college or university shall be made available to clerical, secretarial, and office employees consistent with the terms of the vouchers and with past practices. Said list shall be made available to all employees in June and December of each school year.

ARTICLE XXIV

USE OF SCHOOL FACILITIES

Employees may use the physical education facilities of the school system, including showers, tennis courts and gymnasiums, provided that such use does not interfere with student use of these facilities and further provided that no additional custodial cost is necessitated thereby.

ARTICLE XXV

PAYROLL DEDUCTIONS & ASSOCIATION DUES

- A. In the event the Town of Lexington establishes payroll deduction procedures allowing employees to purchase U.S. Savings Bonds and tax deferred annuities, then employees covered by this Agreement may take advantage of such procedure by designating, on a form to be provided by the employer, that the employee wishes to have such deduction made from his/her paycheck in a specified amount for the purchase of U.S. Savings Bonds.
- B. All staff members covered under this agreement shall participate in direct deposit of paychecks.
- C. All employees covered by this Agreement will have their Association dues in amounts specified by the Association automatically deducted from their paycheck. The employer will make the necessary deductions and will remit the aggregate amount to the Association along with a list of the employees for whom dues were deducted. The Association shall give the employer at least thirty (30) days notice of any change in dues. Payroll deductions will begin in December and will continue for fourteen (14) equal payments. Employees will be given the opportunity, at the start of each school year, to prepay dues directly to the Association in one lump sum thereby avoiding payroll deductions.

ARTICLE XXVI

STUDENT HEALTH & SAFETY

- A. The School Committee agrees to abide by Massachusetts General Laws Chapter 71, Section 54B: Administration of Psychotropic Drugs Regulated, concerning dispensing of medication.

No person shall administer or cause to be administered to a pupil in any public school in the Commonwealth any psychotropic drug included on a list to be established by the Department of Health unless the school has obtained certification by the Commissioner of Public Health or his designee that the administration of such drugs in school is a legitimate medical need of the pupil. Administration of a duly approved medication shall be carried out only by a registered nurse or licensed physician. No personnel shall administer psychotropic drugs to such a pupil for the purpose of clinical research. The Department of Public Health shall make rules and regulations setting forth a list of subject psychotropic drugs and procedures for certification.

- B. Section 55A: A child showing signs of ill health or of being infected with a disease dangerous to the public health as defined in accordance with Section Six of Chapter One Hundred and Eleven (111) shall be sent home immediately or as soon as a safe and

proper conveyance can be found, or shall be referred to a school physician, who may direct that such child be sent home. The Superintendent of Schools shall immediately cause the Board of Health to be notified of all children excluded under this Section by reason of any disease dangerous to the public health.

- C. No public school teacher and no collaborative school teacher, no principal, secretary to the principal, nurse or other public school or collaborative school employee who, in good faith, renders emergency first aid or transportation to a student who had become injured or incapacitated in a public school or collaborative school building or on the grounds thereof shall be liable in a suit for damages as a result of his acts or omissions either for such first aid or as a result of providing such emergency transportation to a place of safety, nor shall such person be liable to a hospital for its expenses if under such emergency conditions he causes the admission of such injured or incapacitated student, nor shall such person be subject to any disciplinary action by the School Committee, or collaborative board of such a collaborative for such emergency first aid or transportation.
- D. The employer and the LEA will establish a joint committee to study the number of students a School Support Person can safely supervise on the playground during recess and forward its recommendation to the Superintendent of Schools.

ARTICLE XXVII

PROFESSIONAL LEARNING INCENTIVE

Request Form (See Appendix C)

- A. The School Committee will provide \$5,000 each year for the duration of this Agreement for the exclusive use of paying the costs of LEA members' attendance at courses, workshops, seminars, or other educational events related to the performance of their jobs. From the above five thousand dollars (\$5,000), an amount not to exceed three thousand dollars (\$3,000) shall be provided for district-wide professional learning, and an amount not to exceed two thousand dollars (\$2,000) will be provided for tuition reimbursement. Tuition reimbursement shall not exceed five hundred (\$500) per employee per contract year." Attendance at such events must be approved, in advance, by the appropriate principal or supervisor. If approval is denied, the employee may appeal to a panel consisting of a designee of the LEA Executive Board, a designee of the Superintendent, and a third person mutually agreed upon by the two designees. All decisions of this panel will be final.
- B. The Professional Improvement Fund will be assigned a separate account with a separate account number. Charges will be assessed to this account only for expenses incurred pursuant to and consistent with this Article.
- C. A monthly statement of this account, showing both monthly and cumulative data, will be sent to the President of the LEA each month. The statement will include the name of the LEA member attending this event, the date(s) of the event and the total amount of funds disbursed for that member to attend that event.

- D. If an employee covered under this contract is required to attend professional learning programs or training outside of her/his regular hours, then s/he will be paid at her/his regular hourly rate for those hours.

- E. The Professional Learning Committee will be established to study the professional learning needs and the technological needs of the employees covered under this agreement. It will consist of six (6) members, three appointed by the Superintendent, including a person who will be responsible for convening the meetings called for herein, and three (3) appointed by the LEA. The Professional Learning Committee shall meet at a minimum twice per year, once no later than October and once no later than March every year. This Committee shall make recommendations to the Superintendent regarding possible improvements in the professional learning and technology utilized by the employees covered under this agreement including possible purchases of computer hardware and software and possible training of personnel covered by this agreement. Implementation of any recommendations will be at the sole discretion of the Superintendent. The only grievable matter pursuant to this paragraph is the Superintendent's failure to convene the meetings.

- F. If any employee covered under this contract elects to participate in the all day professional development in the fall, he/she shall be paid for his/her participation in said activity.

ARTICLE XXVIII

TIME CLOCKS

For the purpose of maintaining accurate payroll records in an efficient manner, effective July 1, 2014, employees covered under this Agreement will be required to report their daily hours each week using an electronic recording system. Employees are required to confirm their scheduled hours (including unpaid breaks) and report any deviations therefrom.

ARTICLE XXIX

DURATION

The provisions of this Agreement shall be effective as of July 1, 2015 and will continue and remain in full force and effect until June 30, 2018, and shall be automatically renewed from year to year, unless by December 5, 2015, or by December 15 in any succeeding year, either party notifies the other, in writing, of its desire to terminate or amend this Agreement. When such notice is given, the contract will continue in effect beyond its expiration date until replaced by a successor Agreement effective from the expiration date or until June 30, 2018, whichever occurs sooner. G.L. Chapter 150E, s. 7 limits this contract to a three (3) year duration. Therefore, failure to give notice to terminate or amend in the third year may not bind the other side for a fourth year.

Notice of an intention to terminate or amend this Agreement shall be given, in writing, to the Chairperson of the Lexington School Committee and the Superintendent of Schools at the office

of the Lexington Public Schools, 146 Maple Street, Lexington, Massachusetts 02420, or by the employer to the President of the Association at his/her place of employment in the Lexington School System. The parties agree that within twenty-one (21) days of the receipt of a request for negotiation of the terms of a new or modified Agreement, the parties will meet and begin such negotiations.

ARTICLE XXX

STUDENT ENROLLMENT

- A. Upon the recommendation of the Superintendent and the approval of the School Committee, children of LEA members may enroll, without charge for tuition, in the Lexington Public Schools. Approval under this Article will not be unreasonably denied.
- B. The provisions of this Article apply solely to regular education programs. Children requiring services pursuant to Chapter 766 on a 502.3 or above plan shall be admitted only if the staff member agrees to pay tuition for the special education services, and the Superintendent recommends such enrollment.
- C. The provisions of this Article do not apply to placements in day or residential schools pursuant to Chapter 766.
- D. Once a child has been enrolled in the Lexington Public Schools, it is understood he/she may remain in the system as long as the parent is employed by Lexington Public Schools and the child abides by the regulations of the school system.

ARTICLE XXXI

SAFETY

- A. The safety and well being of the LEA membership shall be insured by the administration of the Lexington Public Schools.
- B. Whenever construction or major repairs to the working area of any employee are contemplated, the plans for such construction or repair will be discussed with the affected employees as far in advance as feasible. In such discussions, the affected employees shall have the right to express any concerns they may have, and to present any expert evidence or information relating to their health and safety during such construction or repairs. Employees will not be expected to work in unsafe or unhealthy conditions. A LEA member will serve on the health and safety committee in each school, if they choose.
- C. Administrative Assistants, secretaries and school support personnel shall not be required, requested or expected to be alone in any building, nor shall they be responsible for the opening or closing of the schools and administrative offices of the Lexington Public Schools.

ARTICLE XXXII

CONFLICT RESOLUTION

Any questions related to working conditions should be referred to the immediate supervisor, *in writing*. Most problems are resolved when this initial step is taken by the concerned employee(s). WORKING CONDITIONS are to be interpreted as all significant aspects of the job, including but not limited to job description tasks, additional responsibilities and work environment.

Supervisors and administrators are willing to listen to concerns and questions related to working conditions in order to provide a positive productive work climate. The supervisor will arrange a meeting with the employee(s) within ten (10) working days to review the issue. Should the employee(s) refuse to meet with the supervisor, the issue will be closed.

An employee who feels that an issue is unresolved after having consulted with the supervisor should next contact the principal, *in writing*, who shall meet with the employee within ten (10) working days. If the issue continues to lack resolution, the Assistant Superintendent for Human Resources shall meet with all parties within fifteen (15) working days to attempt to bring the matter to resolution.

If the issue is not resolved after the attempt by the Assistant Superintendent for Human Resources, the LEA may take the matter to grievance.

ARTICLE XXXIII

GRIEVANCE PROCEDURE

The purpose of the procedure is to encourage prompt resolution of grievances defined at the lowest possible administrative level.

A. Definition

A grievance is a dispute involving the application or interpretation of a specific provision of this Agreement, or compliance with its terms.

B. General Rules

1. Every effort shall be made by the employee and the immediate supervisor to arrive at settlement of the matter involved prior to the use of the formal grievance procedure.
2. Failure at any level of this procedure to appeal the grievance to the next level by filing a proper written statement within the specified time limits shall be deemed to be acceptance of the decision rendered at that level, and a waiver of the

complaint and the right to proceed further under the grievance procedure, except as the time limits have been extended under paragraph 7 of this section B.

3. No reprisal of any kind shall be taken by any party to this Agreement or by the administration against any party in interest, any witness, any member of LEA or any other participant in the grievance procedure by reason of such participation.
4. A grievance that affects or may affect a group or class of employees from more than one building or department, or is of a general nature, may be submitted in writing by the designated representative of LEA to the Superintendent directly and the processing of such grievance shall be commenced at Level Two of the grievance procedure.
5. Each written statement of a grievance processed beyond Level One shall include a concise statement of the facts constituting the grievance, a reference to the applicable provisions of the Agreement alleged to have been violated, misinterpreted, or inequitably applied, the date when the grievance occurred and the dates of all prior written presentations and shall be signed by the employee and by the designated representative of LEA.
6. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. By mutual written agreement of the parties to a grievance proceeding, the time limits set out below may be extended.
8. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits to the aggrieved employee(s) and the designated representative of LEA shall permit the aggrieved party or parties to proceed to the next level.
9. Grievances already in progress at the close of school in June shall continue to be processed over the summer as will grievances initiated during the summer. During the summer, all time limits established in this Article shall be increased by five (5) school days, with schools days construed to mean business days.
10. Employees shall suffer no loss of pay for time spent during working hours in attending grievance proceedings under this Article. The responsibility for the scheduling of grievance proceedings shall remain with the employer.

C. Procedure for Filing and Reviewing Grievance

Level One

The aggrieved employee shall first present a written statement of the grievance to his/her immediate supervisor or to his/her principal within ten (10) school days after the event on which the grievance is based. There shall be a meeting within five (5) school days of the receipt of the grievance. The employer shall present a written response to the grievant, with a copy to the designated representative of LEA, within five (5) school days of the meeting.

Level Two

In the event that the grievance is not disposed of to the satisfaction of the aggrieved person at Level One, or in the event that no decision is rendered within ten (10) school days after initial presentation of the grievance – or within five (5) days of the Level One meeting, whichever is sooner – the aggrieved employee and LEA may, within five (5) school days after the expiration of said ten (10) school days, submit the grievance, in writing, to the Superintendent who shall meet with the aggrieved person and representative of LEA within ten (10) school days after receipt of the written grievance in an effort to settle the grievance. The Superintendent shall give his/her written answer to the grievant with the copy to the designated representative of LEA within five (5) school days of the Level Two meeting.

Level Three

If a grievance shall not have been disposed of to the satisfaction of the aggrieved employee at Level Two, or no decision has been rendered within five (5) school days after the Level Two meeting, the aggrieved employee may within ten (10) school days thereafter give written notice to the School Committee signed by the employee and designated representative of LEA reciting the intermediate steps taken and resubmitting a copy of the written statement of grievance. At its next regular meeting, or at a special meeting called for the purpose of considering the grievance and held within thirty (30) school days after presentation of the grievance to the School Committee, the School Committee shall meet with the aggrieved person, the designated representative of LEA and the Superintendent, in an effort to settle the grievance. The School Committee shall render a written decision and present it to the employee and to the designated LEA representative within ten (10) school days of the Level Three meeting. In the event that the School Committee does not respond within thirty (30) days, then the grievance shall go to arbitration.

Level Four

Within ten (10) school days of the receipt of the Level Three decision, LEA may, by giving written notice to the School Committee and to the American Arbitration Association, present the grievance for Arbitration under the rules of the American Arbitration Association.

1. The arbitrator shall be without power to modify, alter, add to or subtract from or recommend changes in the provisions of the Agreement. The arbitrator's award shall be final and binding on both parties as to any matter within the scope of the arbitrator as provided in this Agreement.
2. The fees of the American Arbitration Association and of the arbitrator and the reasonable expenses of the arbitrator and the conduct of the hearing shall be shared equally by both parties except that each party shall bear its own expenses for the presentation of its case. In no event shall any present or future members of the School Committee have any personal obligation for any payment under provision of this Agreement.

D. Other

Nothing herein shall be deemed to limit the right of an employee and LEA to present any questions of wages, hours or working conditions at Levels One and Two of the grievance procedure.

SIGNATURE PAGE

IN WITNESS WHEREOF THE LEXINGTON EDUCATIONAL SECRETARIES ASSOCIATION AND THE LEXINGTON SCHOOL COMMITTEE have caused this Agreement to be signed by the respective duly authorized representatives on the day and year first above written.

This Memorandum of Agreement is subject to the ratification of the parties.



Andrew Baker, President
Lexington Education Association

7/29/16

Date



William Hurley, Chair
Lexington School Committee

7/15/16

Date

APPENDIX A

LEA – UNIT D SALARY SCHEDULE

SECRETARIAL STAFF – 10 MONTH – CLASS 1

*Secretary to Senior High School Assistant Principal
Secretary to Department Head
Guidance Secretary
Campus Monitor*

		FY16	FY17
		Hourly Rate	Hourly Rate
Class One	Step 1	21.7409	22.2301
	Step 2	22.6498	23.1594
	Step 3	23.9642	24.5034
	Step 4	24.7346	25.2911

OFFICE SUPPORT & TECHNICIAN STAFF – 10 MONTH – CLASS 2

*Science Lab Technician
Language Lab Technician
Senior High Secretary/Receptionist*

		FY16	FY17
		Hourly Rate	Hourly Rate
Class Two	Step 1	21.6087	22.0949
	Step 2	22.5185	23.0252
	Step 3	23.7821	24.3172

SCHOOL SUPPORT PERSONNEL – 10 MONTH – CLASS 3

*Assistant to Registrar
School Support Personnel (K-8)
Library Support Personnel (K-12)
Substitute Services Assistant*

		FY16	FY17
		Hourly Rate	Hourly Rate
Class Three	Step 1	19.4234	19.8604
	Step 2	20.7739	21.2413
	Step 3	21.9569	22.4510

LEA- UNIT D SALARY SCHEDULE

ADMINISTRATIVE STAFF – 12 MONTH – CLASS 1

*Central Office Administrative Assistant
 Administrative Assistant to Elementary School Principal
 Administrative Assistant to Middle School Principal
 Administrative Assistant to High School Associate Principal
 Registrar
 Payroll Clerk
 Accounts Payable Clerk*

		FY16	FY17
		Hourly Rate	Hourly Rate
Class One	Step 1	23.1612	23.6824
	Step 2	24.1709	24.7148
	Step 3	25.5810	26.1566
	Step 4	26.4061	27.0002

12 MONTH – CLASS 2

Secretary to Middle School Principal

		FY16	FY17
		Hourly Rate	Hourly Rate
Class Two	Step 1	23.0171	23.5350
	Step 2	24.0396	24.5805
	Step 3	25.3828	25.9539

SECRETARIAL STAFF – 12 MONTH – CLASS 3

*Receptionist
 Student Services Secretary
 Funds Manager
 Lead Guidance Secretary
 Secretary to Coordinator*

		FY16	FY17
		Hourly Rate	Hourly Rate
Class Three	Step 1	21.5404	22.0250
	Step 2	22.4503	22.9554
	Step 3	23.7137	24.2472

APPENDIX B

LEA – UNIT D SALARY SCHEDULE

SECRETARIAL STAFF – 10 MONTH – CLASS 1

Administrative Assistant to Middle School Principal – 10 mo
Administrative Assistant to Multiple K-12 Coordinators
Campus Monitor
Substitute Services Coordinator

		FY18
		Hourly Rate
Class One	Step 1	23.8968
	Step 2	24.9315
	Step 3	26.3846
	Step 4	27.2351

OFFICE SUPPORT & TECHNICIAN STAFF – 10 MONTH – CLASS 2

Assistant to Registrar
Funds Manager
K-5 Science Secretary
Language Lab Technician
Secretary – Dean
Secretary – ETS
Secretary – School Counselors
Secretary to Athletic Director
Secretary – Department Heads
Secretary – LCP Supervisor
Senior High School Secretary/Receptionist

		FY18
		Hourly Rate
Class Two	Step 1	23.7486
	Step 2	24.7945
	Step 3	26.1808

SCHOOL SUPPORT PERSONNEL – 10 MONTH – CLASS 3

Community Service Secretary
Debate Secretary
School Support Personnel (K-8)
Library Support Personnel (K-12)

		FY18
		Hourly Rate
Class Three	Step 1	22.0791
	Step 2	23.1086
	Step 3	24.4115

LEA- UNIT D SALARY SCHEDULE

ADMINISTRATIVE STAFF – 12 MONTH – CLASS 1

*Accounts Payable Clerk
 Administrative Assistant – Central Office
 Administrative Assistant to Counseling
 Administrative Assistant to Elementary School Principal
 Administrative Assistant to High School Associate Principal
 Administrative Assistant to Middle School Principal
 Administrative Assistant to Multiple Coordinators
 Administrative Assistant – SPED
 Finance Clerk
 Registrar*

		FY18
		Hourly Rate
Class One	Step 1	24.1560
	Step 2	25.2091
	Step 3	26.6797
	Step 4	27.5402

12 MONTH – CLASS 2

*Medical Records Technician
 Secretary to Middle School Principal*

		FY18
		Hourly Rate
Class Two	Step 1	24.0057
	Step 2	25.0721
	Step 3	26.4730

SECRETARIAL STAFF – 12 MONTH – CLASS 3

*Receptionist
 Secretary – HR*

		FY18
		Hourly Rate
Class Three	Step 1	22.4655
	Step 2	23.4145
	Step 3	24.7322

LEXINGTON PUBLIC SCHOOLS
LEXINGTON, MASSACHUSETTS

EVALUATION PROCESS

The evaluation should be thorough, objective and clearly understood by the employee, so as to positively affect future performance.

Each employee shall receive a copy of his/her evaluation prior to a conference with his/her evaluator.

Supervisors are responsible for developing a written plan to improve the job performance of an employee receiving one of the following recommendations:

1. Continue employment (conditional upon improvement of service)
2. Withhold salary increase

APPENDIX C

LEXINGTON PUBLIC SCHOOLS LEXINGTON, MASSACHUSETTS

LEA – UNIT D STAFF EVALUATION INSTRUMENT

GENERAL JOB DESCRIPTION – Overall View of Position

ADDITIONAL RESPONSIBILITIES (Specify)

- I. KNOWLEDGE OF THE JOB
 - A. Demonstrates thorough grasp of the responsibilities of the job
 - B. Demonstrates competency in clerical skills
 - C. Understands and follows directions
 - D. Exhibits thorough knowledge of all office equipment

- II. PERFORMANCE OF TASKS
 - A. Demonstrates organizational skills
 - B. Demonstrates accuracy and efficiency
 - C. Exhibits good communication skills
 - D. Recognizes and implements priorities

- III. INITIATIVE
 - A. Is enterprising and resourceful
 - B. Performs tasks with minimal supervision
 - C. Uses time productively and efficiently

- IV. PERSONAL CHARACTERISTICS
 - A. Exhibits dependability (including attendance and punctuality)
 - B. Displays positive attitude toward additional assignments
 - C. Demonstrates discretion and tact
 - D. Is cooperative and enthusiastic

- V. INTERPERSONAL RELATIONSHIPS
 - A. Relates positively with students, parents and staff
 - B. Responds appropriately to suggestions

Supervisors are responsible for developing a plan to improve the job performance of an employee receiving one of the following recommendations:

1. Continue employment (conditional upon improvement of service)
2. Withhold salary increase

**LEXINGTON PUBLIC SCHOOLS
LEXINGTON, MASSACHUSETTS**

LEA - UNIT D EVALUATION FORM

NAME _____ JOB TITLE _____

SCHOOL _____ EVALUATOR _____

GENERAL JOB DESCRIPTION

ADDITIONAL RESPONSIBILITIES

- I. KNOWLEDGE OF JOB
COMMENDATIONS AND/OR RECOMMENDATIONS

- II. PERFORMANCE OF TASKS
COMMENDATIONS AND/OR RECOMMENDATIONS

- III. INITIATIVE
COMMENDATIONS AND/OR RECOMMENDATIONS

- IV. PERSONAL CHARACTERISTICS
COMMENDATIONS AND/OR RECOMMENDATIONS

V. INTERPERSONAL RELATIONSHIPS
COMMENDATIONS AND/OR RECOMMENDATIONS

PROFESSIONAL GROWTH: (List all courses, workshops, professional meetings, conference and other staff development opportunities)

EVALUATOR'S RECOMMENDATION

- ___ Continue employment with normal salary increase
- ___ Continue employment (conditional upon improvement of service)
- ___ Withhold salary increase
- ___ Termination of employment

NOTE TO STAFF MEMBER: This evaluation has been prepared to keep you informed of your supervisor's appraisal of your work performance. You are urged to provide your own comments in the space below since you may or may not agree with some of the contents. Please sign your name to indicate you have read this report.

EMPLOYEE'S COMMENTS:

SIGNATURE OF EVALUATEE _____ DATE _____

SIGNATURE OF EVALUATOR _____ DATE _____

DATE AND DURATION OF CONFERENCE _____

CC: Original for employee's personnel folder at Central Office
Employee's copy (forwarded by employer)
Evaluator – retain your own copy

APPENDIX D

LEXINGTON, MASSACHUSETTS

**LEA – UNIT D PROFESSIONAL LEARNING
COURSE/PROFESSIONAL DAY REQUEST FORM**

DATE _____

NAME _____ POSITION _____

SCHOOL/BUILDING _____

Form must be completed and approved before Course/Professional Day occurs.

I request approval of the following Course/Professional Day (include brief description)

Date of Conference _____ Cost of Course/Professional Day _____

A substitute will be needed: Yes _____ No _____

Signature _____

I recommend approval of this Course/Professional Day

Principal/Supervisor _____
Date

Assistant Superintendent for Human Resources _____
Date

Account to be charged _____

Distribution:	White copy	Accounting
	Yellow copy	Human Resources
	Pink copy	Employee making request
	Goldenrod copy	Town Comptroller

APPENDIX E

Years of Service	37 1/2 - 40 hrs per week (full-time)	< 37 1/2 hrs per week (part-time)	Days of entitlement before any pro-ration	Days of entitlement with no pro-ration
12 MONTH Employees				
1 to 5 years	X	X	10 DAYS	
After completion of 5 years	X	X	15 DAYS	
After completion of 10 years	X	X	20 DAYS	
After completion of 20 years	X	X	25 DAYS	
10 MONTH Employees hired before June 30, 1981				
1 to 8 years	X	X	20 DAYS	
After completion of 8 years	X	X	25 DAYS	
10 MONTH Employees hired on or after July 1, 1981 and before June 30, 1995				
1 to 8 years	X	X	5 DAYS	
After completion of 8 years	X	X	10 DAYS	
10 MONTH employees hired on or after July 1, 1995				
1 to 5 years	X			3 DAYS
After completion of 5 years	X			5 DAYS
After completion of 10 years	X			7 DAYS
After completion of 20 years	X			10 DAYS
10 MONTH Employees hired on or after July 1, 1995		X		NO DAYS

EXAMPLE:

To calculate the vacation entitlement and pay of an employee with 7 years of service who works 10 months per year, 4 days per week, 6 hours per day

$$(\# \text{ of Days allotted}) \times (10/12 \text{ months}) \times (7.5 \text{ or } 8.0 \text{ hours/day}) \times (\text{FTE})$$