

AGREEMENT

BETWEEN THE

LEXINGTON SCHOOL COMMITTEE

AND THE

LEXINGTON EDUCATION ASSOCIATION:

UNIT D

JULY 1, 2020 – JUNE 30, 2023

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Agreement made pursuant to Massachusetts G. L. Chapter 150E, as of this twenty sixth day of January, 2021, 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 Director of 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 their 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. Employees entering the Lexington Public Schools may receive credit for previous comparable experience. Comparable experience will be determined by the Superintendent or by their designee based on the work duties performed by the applicant in their previous position.
- B. Wages (Appendix A) increase as follows:
Effective July 1, 2020, increase by 2.25%
Effective July 1, 2021, increase by 2.5%
Effective July 1, 2022, increase by 2.75%
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 Director of Human Resources to the Superintendent of Schools.
- C. 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.
- D. 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 second pay period of June each year.

	<u>Longevity:</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

An employee hired after the start of a new contract year and prior to February 1 shall be given credit for the entire year.

ARTICLE V
ATTENDANCE AND WORKING HOURS

- A. Individual work schedules and job descriptions will be determined by the Superintendent or their 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.
- 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 absences of members of this Unit 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 employee may be allowed to begin their 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. 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 their 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 their 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. A principal may require School Support Personnel to provide teachers 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 their 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. Twelve month employees will earn sick leave at a rate of .0539 hours per budgeted work-hour up to a maximum of 112 hours of sick leave per fiscal year. Ten month employees will earn sick leave at a rate of .0625 hours per budgeted work hour. Employees who work extra hours outside of their FTE will not accrue sick leave for those hours worked. Employees in their first year of employment will be awarded sick leave in each paycheck until July 1. On July 1, all employees will be granted their sick leave in full for the new fiscal year.

- B. 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 of service as eligible for discretionary sick leave and may determine the time for which such sick leave may be allowed.
- C. 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.
- D. 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.
- E. For absence for which sick leave is claimed, the Director of 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 their administrative designee to leave without pay. The Superintendent or their 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.
- F. Whenever an employee is absent from their position as a result of personal injury caused by an accident in the course of their employment, the employee will be paid their 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.
- G. 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 Director of Human Resources and with the consent of the employee, be charged to vacation leave.
- H. The Unit D sick bank will merge with the Unit A/Tech Sick bank which will be jointly administered by the Administration and the LEA. New employees will donate seven (7) hours of sick leave after they complete their ninety (90) day probationary period of employment with the District. Upon separation from employment, Unit D members may donate up to thirty (30) of their unused sick days to the Unit a/Tech/Unit D Sick Bank.

The Sick Leave Bank shall be available for employees covered by this Agreement who have exhausted their own sick leave and who have a serious illness. Applications for the use of the Sick Leave Bank are issued by the Director of Human Resources.

1. The initial grant of sick leave by the Sick Bank Committee to an eligible employee shall not exceed thirty (30) days. Upon completion of the thirty (30) day period, the period of entitlement may be extended by the Sick Bank Committee upon demonstration of need by the applicant.
2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of five (5) members. Two (2) members shall be designated by the Superintendent to serve at their discretion and three (3) members shall be designated by the LEA. The Sick Leave Bank Committee shall determine the eligibility for the use of the bank and the amount of leave to be granted.
3. The following criteria shall be used by the Sick leave Bank Committee in administering the Sick Leave Bank in administering the Sick Leave Bank in their determination of eligibility and amount of leave:
 - Adequate medical evidence of serious illness,
 - Prior exhaustion of all eligible sick leave,
 - Length of service in the Lexington Public School System,
 - Prior utilization of the Sick Leave Bank
4. When the Sick leave Bank is reduced to fifty (50) days, it shall be renewed by the contribution of one (1) additional day of sick leave from each employee covered by this Agreement. Such additional day will be deducted from the members' individual sick leave. The Sick Leave Bank committee shall determine the time when it becomes necessary to replenish the bank.
5. The decision of the Sick Leave Bank Committee with respect to eligibility and entitlement shall be final and not subject to appeal.

- I. 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.

J. 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.

K. 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 their capacity as employer, has the discretion to request and/or require a medical opinion from a medical practitioner of their 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 their 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 their 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 their 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 *Appendix C*. All vacation dates are subject to the approval of the employee's immediate supervisor, the school principal, and the Superintendent or their 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. *Appendix C* 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, they are 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. Ten (10) month employees may opt to be paid for accrued vacation time over the school breaks and/or in June after the close of the academic year by filling out a "Vacation Request Form" (Appendix E). This form must be submitted in advance of the pay period. Requests may only be made for the number of days in the week of the vacation closure and must be received in Human Resources within the timeline required to meet the pay period.
 - 3. Whenever employment is terminated by dismissal through no fault or delinquency on an employee's part, or by resignation, retirement, or death, without having been granted a vacation to which the employee is entitled, or in the case of their 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 their 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 their designee in consultation with the employee's immediate supervisor or school principal.
- G. The Superintendent or their administrative designee may, at their 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 their 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 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 their 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 their regular salary and their 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 will receive twenty-four hours (24) times their FTE of personal time each fiscal year for use 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. Ten month employees will be granted additional personal time to pay for two (2) days of emergency school closings due to adverse weather conditions, mechanical difficulties or acts of God.
2. Personal Leave shall not be taken immediately before or after a holiday.
3. Written notification to the Superintendent, or 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. Employees hired on or after February 1 of any year may be granted eight (8) personal hours times their FTE 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 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 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 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

Parental leave allows full-time female or male employees who have been employed for at least three (3) consecutive months up to eight (8) weeks of leave after the birth of a child; the adoption of a child under the age of 18; adoption of a child under the age of 23 if the child is mentally or physically disabled; and placement of a child up to age 18 with the employee per court order. An employee seeking leave must provide at least 2 weeks' notice of the anticipated date of departure and the employee's intention to return; unless the delay of notice is for reasons beyond the employee's control. If both parents are employed by the Lexington Public Schools, the employees are entitled to a total of eight (8) weeks in the aggregate. Appropriate supporting documentation may be required.

Parental leave is unpaid, but employees may use their accrued paid sick time in order to receive pay during this leave, if they wish to do so, excepting that if the birth occurs during a period of time that school is not in session, then it shall commence with the first work day that school is in session. After an employee has used all eligible leave time, any remaining time of parental leave shall be unpaid. Eligible staff may petition the sick bank in accordance with the parameters set out in the collective bargaining agreement. Parental leave will run concurrently with FMLA leave if the employee is eligible for such leave.

An employee granted a parental leave of absence under this policy shall, upon return to service after said leave, be restored to their previous, or a similar, position with the same status, pay, length of service credit and seniority as the employee had on the date of commencement of the leave of absence. An employee does not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the employee is on unpaid leave of absence. If other employees of equal length of service and status, serving in the same or similar position, have been terminated from service because of

changes in the operation of the school system affecting employment of staff of the same type during the period of such parental leave of absence, the employee shall not be entitled to be restored to their position.

A staff member will be granted childrearing leave of absence by the School Committee of up to two (2) years from the effective date of commencement of leave, but in any event, it may last until the beginning of a new school year. Staff members do not accrue sick time, longevity credit, credit for placement on the salary schedule, or seniority for any period during which the professional staff member is on unpaid leave of absence. Upon their return, they shall receive the normal salary increment, provided that the staff members had completed at least one half (1/2) year at their present position. A staff member must give written notification of their intent to return from such a leave of absence by February 15 or not return. The staff member will be placed in a position within the school system for which they are qualified.

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 that 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 the next highest step 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 have the least seniority within the same group of positions as defined in Appendix. The hourly wage of the transferring employee shall be at the step which establishes a salary equal to their 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 their 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 their 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 their 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 Committee and their agents will provide to the Association the name, job title, and work locations(s) of each new hire in the bargaining unit within thirty (30) days after a prospective employee accepts an offer for employment and will also provide the Association with all of each new hire's personal contact information on file with the Lexington Public Schools. The Committee and its agents will not release any personal contact information of any employee to any third party without prior notice to the employee.
- E. 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.
- F. The School Committee shall furnish to the LEA all financial and other information requested by the LEA and required for the conduct of negotiations.

- G. 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

NO STRIKES OR LOCKOUTS

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 XIV

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 XV

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 XVI

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 their 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 XVII **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 their evaluation, will be given the opportunity to discuss the evaluation with their 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.

If the supervisor has determined it necessary to alter the job responsibilities of the member, this will be indicated in the annual performance evaluation and reviewed by the Director of Human Resources, using the Collins Center Rubric (Appendix E), for appropriate classification placement. If the classification is changed, the proposal shall be made as part of the budget approval process, no later than the upcoming fiscal year. No changes shall be made to an employee's job description that impacts classification without the explicit approval of the Director of Human Resources.

ARTICLE XVIII **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 XIX
NON-DISCRIMINATION

The employer and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, color, religion, national origin, age, disability, sexual orientation or gender (including gender identity and gender stereotyping), as provided by law.

ARTICLE XX
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 their personnel file.

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

C. The employee shall have the right, upon request, at reasonable times to examine their 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 XXI
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 all 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 XXII
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 XXIII
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 their 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 XXIV
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 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 their 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/she 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 XXV

PROFESSIONAL LEARNING INCENTIVE

- 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 (\$2,000) will be allocated in halves: before December 31 and before June 30. Employees may submit requests for reimbursement for one or both reimbursement periods. Attendance at events eligible for reimbursement 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. Upon request, a statement of this account, showing usage data, will be sent to the President of the LEA and will include all requested information.
- D. If an employee covered under this contract is required to attend professional learning programs or training outside of their regular hours, then they will be paid at their 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 their participation in said activity.

ARTICLE XXVI **TIME REPORTING**

For the purpose of maintaining accurate payroll records in an efficient manner, employees covered under this Agreement will be required to report their daily hours each week using an electronic recording system.

ARTICLE XXVII **DURATION**

The provisions of this Agreement shall be effective as of July 1, 2020 and will continue and remain in full force and effect until June 30, 2023, and shall be automatically renewed from year to year, unless by December 5, 2022, 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, 2023, 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 their 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 XXVIII **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. Employees covered by this Agreement 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 XXIX

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 Director of 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 Director of Human Resources, the LEA may take the matter to grievance.

ARTICLE XXX

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 school 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 their immediate supervisor or to their 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 their 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.



Sarah Avon Lewis, President
Lexington Education Association

1/26/21
Date



Kathleen Lenihan, Chair
Lexington School Committee

1/29/21
Date

APPENDIX A

LEA – UNIT D SALARY SCHEDULE

Group D

Group D Scale is for positions that score over 220 points on the classification rubric (Appendix E)

Step	FY21	FY 22	FY 23
	2.25%	2.50%	2.75%
1	\$26.33	\$26.99	\$27.74
2	\$27.00	\$27.67	\$28.43
3	\$27.67	\$28.36	\$29.14
4	\$28.36	\$29.07	\$29.87
5	\$29.07	\$29.80	\$30.62
6	\$29.79	\$30.54	\$31.38
7	\$30.54	\$31.30	\$32.16
8	\$31.30	\$32.08	\$32.97
9	\$32.09	\$32.89	\$33.79
10	\$32.89	\$33.71	\$34.64
11	\$33.72	\$34.56	\$35.51
12	\$34.57	\$35.43	\$36.40

No member of the bargaining unit may be placed on a greyed out step

Group C

Group C scale is for positions that score 170-219 points on the Classification rubric (Appendix E)

Step	FY 21	FY 22	FY 23
	2.25%	2.50%	2.75%
1	\$25.30	\$25.93	\$26.65
2	\$25.93	\$26.58	\$27.31
3	\$26.58	\$27.25	\$28.00
4	\$27.24	\$27.92	\$28.69
5	\$27.92	\$28.62	\$29.41
6	\$28.63	\$29.34	\$30.15
7	\$29.34	\$30.07	\$30.90
8	\$30.07	\$30.82	\$31.67
9	\$30.83	\$31.60	\$32.47
10	\$31.60	\$32.39	\$33.28
11	\$32.40	\$33.21	\$34.12
12	\$33.20	\$34.03	\$34.97

No member of the bargaining unit may be placed on a greyed out step

GROUP B

Group B scale is for positions that score 150-169 on the Classification rubric (Appendix E)

Step	FY 21	FY 22	FY 23
	2.25%	2.50%	2.75%
1	\$22.20	\$22.76	\$23.38
2	\$22.76	\$23.33	\$23.97
3	\$23.33	\$23.91	\$24.57
4	\$23.91	\$24.51	\$25.18
5	\$24.51	\$25.12	\$25.81
6	\$25.12	\$25.74	\$26.45
7	\$25.75	\$26.39	\$27.12
8	\$26.39	\$27.05	\$27.79
9	\$27.05	\$27.72	\$28.49
10	\$27.72	\$28.41	\$29.19
11	\$28.41	\$29.12	\$29.92
12	\$29.12	\$29.85	\$30.67

LEXINGTON PUBLIC SCHOOLS
Appendix B

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 their evaluation prior to a conference with their 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
2. Withhold salary increase
3. Continue employment (conditional upon improvement of service)
4. Recommendation to modify job responsibilities and/or change classification (this must be formally submitted to the HR Director in accordance with Article XVIII.
5. Termination of employment

APPENDIX B

LEA – UNIT D STAFF EVALUATION INSTRUMENT

GENERAL JOB DESCRIPTION – Overall View of Position

ADDITIONAL RESPONSIBILITIES (Specify)

1. **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
2. Withhold salary increase
3. Continue employment (conditional upon improvement of service)
4. Recommendation to modify job responsibilities and/or change classification (this must be formally submitted to the HR Director in accordance with Article XVIII.
5. Termination of employment

LEXINGTON PUBLIC SCHOOLS

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

___ Recommendation to modify job responsibilities and/or change classification (this must be formally submitted to the HR Director in accordance with Article XVIII.

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 _____

APPENDIX C

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 on or before June 30, 1995				
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

Basic formula for calculating vacation time entitlement in hours:

$$(\#days\ allotted) \times \left(\frac{\text{positions's number of months}}{12\ months} \right) \times (7.5\ hours/day\ or\ 8.0\ hours/day) \times (FTE)$$

Where a position's FTE is calculated as follows:

$$FTE\ for\ 10\ month\ positions = \frac{\text{position's hours in a week}}{37.5\ hours}$$

$$FTE\ for\ 12\ month\ positions = \frac{\text{position's hours in a week}}{40\ hours}$$

Examples

- A 20 hour a week, 12 month employee in their 6th year:

$$(15\ days) \times \left(\frac{12\ months}{12\ months} \right) \times (8\ hours/day) \times (.5\ FTE) = 60\ hours$$
- An 18 hour a week, 10 month employee who was hired in 1990:

$$(10\ days) \times \left(\frac{10\ months}{12\ months} \right) \times (7.5\ hours/day) \times (.48\ FTE) = 30\ hours$$
- A full time, 10 month employee hired in 1997:

$$10\ days * 7.5\ hours/day = 75\ hours.$$
- An 18 hour a week, 10 month employee hired in 1997:

No hours

Appendix D

LEXINGTON PUBLIC SCHOOLS

UNIT D VACATION PAY REQUEST FORM
(FOR TEN MONTH UNIT D STAFF)

To: Director of Human Resources

From: _____
Employee Name (please print)

I would like to make the following request to be paid vacation days for the following week:

December break _____ vacation days to be compensated

February break _____ vacation days to be compensated

April break _____ vacation days to be compensated

June/End of Year _____ vacation days to be compensated

Employee Signature: _____ Date: _____

Entered into MUNIS: _____
Signature Date

Entered into Payroll _____
Signature Date

Approved: _____
Director of Human Resources Date

Appendix E

Collins Center Rubric for Job Classification
Relevant sections, presented in table form

EDUCATION/BASIC KNOWLEDGE

Education and Basic Knowledge measures the knowledge acquired through either formal education and/or specialized training that is essential to successfully performing the essential functions of the position.

1st Degree

Requires basic knowledge of arithmetic, English and grammar. Ability in simple bookkeeping including payroll and accounts payable, posting and filing functions. Operational ability with office equipment such as typewriters, computers, adding machines and calculators. Ability to operate a motor vehicle. Apprenticeship (entry level) knowledge of crafts or trades. Equivalent to a high school degree received through a diploma or an equivalency examination.

2nd Degree

Duties involve application of semi-complex procedures requiring special knowledge or ability, e.g., advanced booking or billing procedures, transcription and stenography; ability to operate specialized heavy motor equipment such as a snowplow, grader, backhoe, etc. and include water or wastewater operation licensing. Equivalent to high school plus additional training equal to one to two years of college, attainment of Associates level of post-secondary education Journeyman ability in trades or crafts.

3rd Degree

Intensive knowledge of a specialized field (e.g., civil engineering, public health, library science, specific trade) as well as general knowledge of related fields; or broad knowledge of major municipal function activities. Equivalent to a college or university education. Equivalent to a Master Craftsman knowledge level in trades or crafts.

4th Degree

Work requires advanced theoretical or technical knowledge of a broad-based professional field (e.g. business administration or public administration). Equivalent to a master's degree.

5th Degree

Duties demand knowledge equivalency of a doctoral degree.

EXPERIENCE

Experience measures the length of time usually required by someone with the specified education background or knowledge, to learn to perform the duties effectively under normal supervision. The length of time required to become proficient at a job includes previous qualifying experience from related work or lesser jobs as well as on-the-job training.

1st Degree

Up to and including one year of prior work experience.

2nd Degree

More than one year, up to and including three years.

3rd Degree

More than three years, up to and including five years.

4th Degree

More than five years, up to and including seven years.

5th Degree

More than seven years, up to and including ten years.

6th Degree

More than ten years.

ACCOUNTABILITY

Accountability measures the degree to which the employee is responsible for preventing errors and the magnitude of those potential errors. In applying this rating factor please consider the following: the likelihood of errors; the possibility of error detection; and the probable effect of errors based on the degree to which the work is checked, either by the procedures themselves, by supervision, or by succeeding operations. Consequences of errors, missed deadlines or poor Judgment can be measured in damage to buildings and equipment, labor and material costs or correction, jeopardy to municipal programs, monetary loss, personal injury, danger to public health and safety, etc.

There should be a correlation between this factor and the factor of Supervision Required.

1st Degree

The nature of work means that errors can be easily detected, usually by the employee. Consequences of errors, missed deadlines or poor judgment may result in minor confusion, involving minimal time and expense for correction, such as bookkeeping, data entry or failure to follow established procedures.

2nd Degree

The nature of work assures that errors are usually detected in succeeding operations. Consequences of errors, missed deadlines or poor judgment may include time loss caused by back checking by others and slowdowns in the processing of the work. Errors are generally confined to a single department, such as billing or accounting errors and/or failure to check a subordinate's performance.

3rd Degree

The nature of work or the operation of large, complex or potentially dangerous equipment increases the probability that errors could be serious. Consequences of errors, missed deadlines or poor judgment may include significant monetary losses, waste of material, damage to buildings, equipment or personal injuries.

4th Degree

The nature of the *professional* or technical work means that errors in analysis, techniques or recommendations would probably be difficult to detect. Consequences of errors, missed

deadlines or poor Judgment could result in excessive costs, delay of service delivery, or legal repercussions to the municipality.

5th Degree

Duties include *department level responsibility* for technical processes, service delivery, and contribution to municipal wide plans and objectives and fiscal responsibility for the department including buildings, equipment and staffing utilization. Consequences of errors, missed deadlines or poor Judgment could severely jeopardize department operations or have extensive financial and/or legal repercussions to the municipality and/or loss of life to the public or employee.

6th Degree

Duties include the responsibilities outlined in the 5th Degree but for a *major functional segment of the municipality*. Consequences of errors, missed deadlines. Poor judgment could have a continuing adverse effect on municipal functions.

7th Degree

Duties involve primary responsibility for *entire operation of the municipality*. Consequences of errors, missed deadlines or poor Judgment could have far reaching effects on the municipality's ability to deliver services and the public's confidence.

JUDGMENT

Judgment considers the degree of independent Judgment and involves consideration of how much discretion and application of professional knowledge and experiences an employee exercises in carrying out work assignments. To the extent that guidelines are available and relevant, the requirement of Judgment is reduced. *There is a direct correlation between this factor and the Complexity factor.*

1st Degree

Well defined or detailed rules, instructions and procedures cover all aspects of work. Judgment involves choosing the appropriate practices, procedures, regulations or guidelines to apply in each case.

2nd Degree

Numerous standardized practices, procedures, or general instructions govern the work and in some cases, may require additional interpretation. Judgment is needed to locate, select and apply the most pertinent practice, procedure, regulation or guideline.

3rd Degree

The work requires examining, analyzing and evaluating facts and circumstances surrounding individual problems, situations or transactions, and determining actions to be taken within the limits of standard or accepted practices. Guidelines include a large body of policies, practices and precedents which may be complex or conflicting, at times. Judgment is used in analyzing specific situations to determine appropriate actions. Employee is expected to weigh efficiency and relative priorities in conjunction with procedural concerns in decision making. Requires understanding, interpreting and applying federal, state and local regulations.

4th Degree

Guidelines only provide limited guidance for performing the work. They may be in the form of administrative or organizational policies, general principals, legislation or directives that pertain to a specific department or functional area. Extensive Judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing operating policies and practices.

5th Degree

Same as the 4th Degree but must be able to direct the overall activity of the municipality by accepting responsibility while exercising authority for planning, operating and oversight

COMPLEXITY

Complexity considers the degree to which the duties are complicated or involved. Jobs are made more complex by the range and variety of assignments or duties and the availability of specific guidelines for performing the work.

1st Degree

The work consists of simple, routine or repetitive tasks and/or operations with few variations in well known or established procedures.

2nd Degree

The work consists of a variety of duties which generally follow standardized practices, procedures, regulations or guidelines. The sequence of work and/or the procedures followed vary according to the nature of the transaction and/or the information involved, or sought, in a particular situation.

3rd Degree

The work consists of the practical application of a variety of concepts, practices and specialized techniques relating to a professional or technical field. Assignments typically involve evaluation and interpretation of factors, conditions or unusual circumstances; inspecting, testing or evaluating compliance with established standards or criteria; gathering, analyzing and evaluating facts or data using specialized fact finding techniques; or determining the methods to accomplish the work.

4th Degree

The work consists of employing many different concepts, theories, principles, techniques and practices relating to an administrative field. Assignments typically concern such matters as studying trends in the field for application to the work; assessing services and recommending improvements.

5th Degree

The work consists of managerial functions and processes such as planning, organizing, controlling, coordinating, evaluating, integrating activities and programs for more than one major department within the municipality.

SUPERVISION REQUIRED

Supervision required measures the degree to which an employee's immediate supervisor outlines the methods to be followed or the results to be attained, checks the progress of work, and handles exceptional cases. Controls are exercised by the supervisor in the way assignments are made, instructions are given to the employee, priorities and deadlines are set, and objectives and boundaries are defined. Responsibility of the employee depends upon the extent to which the employee is expected to develop the sequence and timing of various aspects of the work, to deviate from instructions and to participate in establishing priorities and defining objectives.

1st Degree

Under direct supervision, where clear, detailed and specific instructions govern the work or are explained with each assignment. The employee works as instructed and consults with the supervisor as needed on all matters not specifically covered in the guidelines or instructions. The supervisor maintains control by reviewing the work in progress or upon completion.

2nd Degree

The employee is familiar with the work routine and uses initiative in carrying out recurring assignments independently with specific instruction. The supervisor provides additional, specific instruction for new, difficult or unusual assignments, including suggested work methods. The employee refers unusual situations to the supervisor for advice and further instructions. Reviews and checks of the employee's work are applied to an extent sufficient to keep the supervisor aware of progress, and to insure that completed work and methods used are technically accurate and that instructions are being followed.

3rd Degree

Under general direction, employee plans and prioritizes the majority of work independently, in accordance with standard practices and previous training. Employee is expected to solve most problems of detail or unusual situations by adapting methods or interpreting instructions accordingly. Instructions for new assignments or special projects usually consist of statements of desired objectives, deadlines and priorities. Technical and policy problems or changes in procedures are discussed with supervisor. Work is generally reviewed only for technical adequacy, appropriateness of actions or decisions, and conformance with policy or other requirements; the methods used in arriving at the end result are not usually reviewed in detail.

4th Degree

Under administrative direction, working from municipal policies and objectives; individual establishes short-range plans and objectives, own performance standards and assumes direct accountability for department results; and may act as an independently elected official over a department. Consults with supervisor only where clarification, interpretation, or exception to municipal policy may be required. The employee is responsible for the development and implementation of departmental policies, goals, objectives and budgets. The employee is also expected to attempt to resolve conflicts which arise and coordinate with others as necessary.

5th Degree

Same as the fourth degree but supervisory controls are over a major department of the municipality; and may act as an independently elected official over a major division. Further, employees at this level are expected to exercise whatever means are necessary to resolve conflicts that cannot be addressed at the departmental level.

6th Degree

Under policy direction, exercises authority over total operations of the municipality in conformance with general directives and objectives set forth by the governing body. Seeks counsel of governing body only on matters of policy adjustment or where required by law.

NATURE AND PURPOSE OF PERSONAL CONTACTS

Nature and Purpose of Personal Contacts measures interpersonal skills required in work relationships and their importance to the success of the work. Contacts with supervisors are not considered here. This factor also measures the degree of human interaction and the responsibility which goes with the job for meeting, dealing with and influencing other persons. In rating this factor, consider how often the contacts are made and whether they involve furnishing or obtaining information only, or whether they involve influencing others. Please note that the higher degrees include those relationships listed in the lower degrees.

1st Degree

Relationships are primarily with co-workers incidental to the purpose of the work involving giving and receiving factual information about the work. Ordinary courtesy and tact are required. Contacts with the public may be required on an occasional basis.

2nd Degree

Relationships are primarily with co-workers and the public involving frequent explanation, discussion or interpretation of practices, procedures, regulations or guidelines in order to render service, plan or coordinate work efforts, or resolve operating problems. Other regular contacts are with service recipients and employees of outside organizations. More than ordinary courtesy, tact and diplomacy may be required to resolve complaints or deal with hostile, uncooperative or uninformed persons.

3rd Degree

Relationships are constantly with co-workers, the public, groups and/or individuals such as civic leaders, peers from other organizations, and representatives of professional organizations. The employee serves as a spokesperson or recognized authority of the organization in matters of substance or considerable importance, including departmental practices, procedures, regulations or guidelines. May be required to discuss controversial matters where tact is required to avoid friction and obtain cooperation.

4th Degree

Relationships are constantly with co-workers, the public and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance; OR one-on-one relationships with a person who may be under severe stress, where gaining a high degree of persuasion may be required to obtain the desired effect. The employee may represent to the public a functional area of the municipality on matters of

procedures or policy where perceptiveness is required to analyze circumstances in order to act appropriately.

5th Degree

Duties involve constant contact with local, state and federal government officials, community leaders and any other individuals to protect and promote the municipality's overall interest. Employees must possess a high degree of diplomacy and judgment and must be able to work effectively with and influence all types of persons. Duties require a well-developed sense of strategy and timing in representing the municipality effectively in critical and important situations which may influence the well-being of the municipality.

WORK ENVIRONMENT

Work Environment measures the surroundings or environmental conditions under which the job must be done and the extent to which they make the job unpleasant. Consider the elements which hinder the employee's ability to perform assigned duties.

1st Degree

The work environment involves everyday discomforts typical of indoor environments such as office settings, with infrequent exposure to outside elements. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant.

2nd Degree

Working conditions involve occasional exposure to intermittent machine or related noise or a combination of unpleasant elements such as odors, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease. Includes work under typical shop conditions or outdoor work which is suspended when weather conditions are poor. Work may involve general cleaning, occasional work at heights or in confined or cramped quarters, or work around machinery and its moving parts. Work may also involve completing several unrelated tasks within a relatively short period of time.

3rd Degree

The nature of duties may involve continuous presence of unpleasant or irritating elements, such as considerable noise, odors, chemical fumes, dust, smoke, heat, cold, oil, dirt or grease. Work is continually performed outdoors, regardless of weather conditions. May be required to be on call for 24 hours or being under prolonged pressure during emergency situations. May be required to weigh competing and concurrent demands under deadline pressures.

4th Degree

Work requires a high degree of individual tolerance to combinations of extremely unpleasant elements, such as those listed above or constant conflicting urgent time and attention demands of the utmost priority. The nature of the physical environment may be such that the employee's personal well-being and/or safety may be compromised such as Fire and Police personnel.

PHYSICAL DEMANDS

Physical Demands measures the degree of physical effort required in the performance of job duties.

1st Degree

Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. There may also be some occasional lifting of objects such as ledger books, photocopy and computer paper.

2nd Degree

Work requires some agility and physical strength, such as moving in or about construction sites or over rough terrain, or standing or walking most of the work period. Occasionally, work may require lifting heavy objects and carrying them. There may be need to stretch and reach to retrieve materials. Usually, the work will require extended physical effort over a significant portion of the work day.

3rd Degree

Work requires moderate intermittent physical strength and effort daily, such as, lifting heavy objects, carrying the object(s) and stacking them or placing them in a vehicle or storage area. In addition, pulling, pushing, standing or walking for the full work day may also be involved. A great deal of physical effort must be exerted at this level. Travel, particularly during adverse weather conditions and troublesome road conditions and at times during the evening, is required.

4th Degree

Essential functions involve frequent and recurring assignments requiring strenuous effort and endurance or quick reflexes to perform the work, such as lifting and carrying on a continuous basis for extended periods of time, or regular travel on foot or bicycle over rough terrain or barriers, or the potential need to subdue or restrain violent persons or animals.

MOTOR SKILLS

This factor measures the degree to which the job requires motor coordination and the coordination of manual dexterity with mental and/or visual attention. Consider the degree of manual skills and motor coordination applied in work situations of varying lengths of concentration.

1st Degree

Duties are largely mental rather than physical, but the job may occasionally require minimal motor skills for activities such as moving objects, operating a personal computer and/or most other office equipment, typing and/or word processing, filing, sorting of papers.

2nd Degree

Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination. Examples may include operating a personal computer, using power tools or climbing a ladder.

3rd Degree

Essential functions involve close hand and eye coordination and physical dexterity.

Manipulation and motor control under conditions which may require extreme accuracy may be critical. The manual skills required are comparable to those which might be needed in making repairs to delicate electronic instruments or complex equipment, conducting laboratory tests, performing microscopic experiments, administering injections, firing a gun, operating marine vessels, or operating Class B vehicles or safety vehicles at high speeds.

4th Degree

Duties may involve a high degree of intense mental concentration together with hand and eye coordination and visual attention for long periods of time in performing activities such as the operation or repair of a Class A vehicle or Class C hydraulic equipment.

OCCUPATIONAL RISKS

Occupational Risks measures the relative degree of exposure to hazards which may threaten or cause injury on the job. In rating this factor, consider both the probability of injury as well as the severity of injuries, if an accident actually occurred.

1st Degree

Duties of the job present little potential for injury. Risk exposure is similar to that found in an office setting.

2nd Degree

Duties generally do not present occupational risk. Injury could occur, however, through employee failure to properly follow safety precautions or procedures. Examples of injury include bruises from falls, cuts or burns, or muscular strains from lifting, pushing or carrying heavy equipment or work materials.

3rd Degree

Essential functions regularly present potential risk of injuries from improper exposure which could result in loss of time from work. Examples of injury include burns from chemicals, steam or fire, severe muscular strains from working with extremely heavy material, falls from heights in excess of three feet and illness from exposure to communicable diseases. Special safety precautions, training, or protective clothing such as gowns, coats, gloves, glasses, hats or boots may be required.

4th Degree

Duties may involve frequent, recurring exposure to hazardous conditions, such as working at heights in excess of thirty feet or operating dangerous equipment, being exposed to toxic chemicals or high voltage sources. Job frequently entails the possibility for serious injury or exposure to conditions which could result in total permanent disability or loss of life. For example, danger of physical attack or work at heights in excess of thirty feet during extreme weather conditions. Extreme care and following established safety precautions is required at all times.

CONFIDENTIALITY

Confidentiality measures the discretion and integrity required by those employees with access to confidential information handled or obtained in the normal performance of duties. Confidential information includes: official personnel files, collective bargaining negotiations, law suits and criminal records and investigations. In rating this factor, consider the nature of the information, the degree to which the full significance and meaning of the information is apparent to the employee, and whether disclosure would compromise the position of the municipality or the public, or constitute a breach of security. The factor of Confidentiality does not apply to all employees.

1st Degree

Access to some confidential information, not department-wide that is obtained during performance of essential functions, where the effect of any disclosure would probably be negligible or where the full significance of the overall confidential matter would not be apparent in the work performed.

2nd Degree

Regular access at the departmental level to a wide variety of confidential information, including personnel records, client records, criminal investigations, court records, financial records.

3rd Degree

Access to any and all confidential information on a municipal-wide basis.

SUPERVISORY RESPONSIBILITY

Supervisory Responsibility measures the extent and nature of supervisory and managerial responsibilities in terms of the degree of involvement in work planning and organization, work assignment and review, and personnel functions. Positions are classified as work leaders, supervisors or managers. Points associated with Supervision Exercised will be based on how the positions are classified in this factor.

*1st Degree: **Work Leader***

Employee, as a regular and continuing part of the job, *leads other workers* in accomplishing assigned work and also performs non-supervisory work that is usually of the same kind and levels as is done by the group led. The work leader is responsible to their supervisor for assuring that the work assignments of other workers are carried out by performing duties which typically consist of most of the following: distributes and balances workload among employees in accordance with established workflow and job specialization; assures timely completion of work; instructs employees in specific tasks or explains work methods to be employed and indicated applicable reference material and guidelines; checks work progress and reviews completed work to see that instructions have been carried out; answers questions and resolves problems that arise in the work; provides on-the-job training to new employees; reports to the supervisor on disciplinary problems, performance and training needs of employees; resolves simple, informal complaints of employees and refers others to the supervisor; may approve leave for a few hours or for emergencies.

*2nd Degree: **Supervisor***

Employee, as a regular and continuing part of the job, *is accountable for the quality and quantity of work done by subordinates and assures the accomplishment of the assigned work in the prescribed manner*. Supervisory functions typically consist of most of the following: plans, schedules and coordinates work operations to meet schedules, deadlines and priorities; revises work schedules to meet changes in workload or availability of manpower; recommends and justifies to higher levels of management changes in the organization of work, work methods or assignment of functions to positions that may affect staffing patterns, costs, work standards, etc.; assigns work based on varying capabilities of employees; assures that completed work meets the required standard of quality, timeliness and cost, taking corrective actions as necessary, including rejecting the work; recommends promotions, reassignments, pay increases or other personnel actions; oversees attendance and leave, typically including approval of ordinary sick and vacation schedules; advises employees of performance requirements and prepares formal evaluations of performance; gives advice and instruction on both administrative and work matters; informs subordinates of organizational policies, goals and procedures; resolves employee complaints and effects disciplinary actions, such as oral warnings and reprimands; has substantial responsibility for technical soundness of subordinates' work.

*3rd Degree: **Manager***

Employee is *accountable for the direction and success of all department programs accomplished through others*. The manager is *responsible for analyzing program objectives*, determining the various work operations needed to achieve them, *estimating the financial and staff resources required*, allocating the available funds and staff, reporting periodically on the achievement and status of the program objective; and recommending new goals. The manager typically formulates or recommends program goals and develops plans for achieving short and long-range objectives; determines organizational structure operating guidelines and work operations; formulates, prepares and defends budget and manpower requests and accounts for effective use of funds and staff provided; coordinates program efforts within the unit and with other departments; delegates authority to subordinate supervisors and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the personnel function, including or effectively recommending hiring, training, and disciplining of employees.

Point Factor Rating Worksheet
Classification Manual

Factors	Degree Levels							Maximum
	1st	2nd	3rd	4th	5th	6th	7th	Points
1. Education and Basic Knowledge	20	40	60	80	100			100
2. Experience	10	30	50	70	90	100		100
3. Accountability	5	10	20	30	40	60	80	80
4. Judgment	10	20	50	75	100			100
5. Complexity	5	10	15	20	25			25
6. Supervision Required	5	10	20	30	40	60		60
7. Nature and Purpose of Personal Contacts	10	25	50	75	100			100
8. Work Environment	10	25	40	65				65
9. Physical Demands	10	25	40	65				65
10. Motor Skills	10	20	35	60				60
11. Occupational Risks	5	15	20	25				25
12. Confidentiality	10	20	30					30
13. Supervision Responsibility	20	40	75					75