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### AGREEMENT

Pursuant to the provisions of the General Laws of Massachusetts, this agreement made this twenty-sixth day of August 2008 by the SCHOOL COMMITTEE OF THE TOWN OF LEXINGTON, MASSACHUSETTS, (hereinafter referred to as the School Committee) jointly and severally by the members of the LEXINGTON EDUCATION ASSOCIATION, UNIT C (hereinafter referred to as the LEA-C).

### ARTICLE ONE - RECOGNITION

The School Committee recognizes the LEA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment of the following employees of the Lexington Public School System: all full-time and regular part-time instructional assistants, and all full-time and regular part-time student support instructors. The term "employee" is understood to mean a person for whom the LEA has been recognized as the exclusive representative, and only such persons are covered by this Agreement.

### ARTICLE TWO – ASSOCIATION SECURITY

The employer agrees that no reprisals of any kind will be taken by it against any employee covered by this Agreement by reason of membership in the LEA-C, or

participation in any lawful LEA-C activities, provided such activities shall not be carried on in such manner as to interfere with the performance of her/his duties.

### **ARTICLE THREE – GRIEVANCE PROCEDURE**

The purpose of the grievance procedure hereinafter set forth is to encourage prompt resolution of grievances as hereinafter 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 term.

#### **B. General Rules**

1. Every effort shall be made by the employee and her/his immediate supervisor to arrive at a 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 the LEAC, 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, or is of a general nature, may be submitted as an association grievance by the Professional Rights and Responsibilities Committee to the Superintendent or designee 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 Chairperson of the PR&R Committee of the 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 incorporated 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 Chairperson of the PR&R Committee shall permit the aggrieved party or parties to proceed to the next level.
9. Grievances already in process at the close of school in June shall continue to be processed over the summer. During this summer processing of grievances all time limits 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 parties.

Level One: The aggrieved employee shall first present a written statement of the grievance to the appropriate supervisor within ten (10) school days after the event on which the grievance is based. There shall be a meeting within ten (10) school days of the receipt of the grievance. The written answer shall be presented to the grievant with a copy to the PR&R chairperson within ten (10) 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, the aggrieved employee may within five (5) school days after the expiration of said ten (10) school days, submit the grievance in writing to the Superintendent of Schools. The Superintendent or other Central Office Administrator shall meet with the aggrieved person and the representative of the LEA-C within ten (10) school days after receipt of the dispute in an effort to settle the grievance. The Superintendent shall give a written answer to the grievant with a copy to the PR&R chairperson within five (5) school days of the Level Two meeting.

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

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

#### **ARTICLE FOUR - APPOINTMENTS**

The principal or an administrative designee shall hire all employees for various schools, subject to the approval of the Superintendent of Schools. Each employee shall serve a probationary period of three (3) months, after which his/her employment shall be for at least one school year subject to the needs of the school system as determined solely by the Superintendent of Schools.

## **ARTICLE FIVE – WAGES**

A. The wages of employees shall be fixed by the Superintendent at rates established in this article.

### **B. Wages for Instructional Assistants**

Prior service as Instructional Assistants in Lexington shall be counted in determining placement on the salary schedule.

Effective on the first day of the 2008-2009 school year wages will increase by 3.2% as follows:

Step 1... \$16.56 per hour  
Step 2... \$18.02 per hour  
Step 3... \$19.06 per hour  
Step 4... \$19.35 per hour  
Step 5... \$19.63 per hour  
Step 6...\$19.91 per hour

Effective on the first day of the 2009-2010 school year wages will increase by 0.05%.

Effective on the first day of the 2010-2011 school year wages will increase by 1% and \$500 added to the hourly rates to be broken up in equal payments.

Effective on the first day of the 2011-2012 school year wages will increase by 2% on the top and bottom steps, and 1.5% on the steps inbetween. On the last day of the 2011-2012 school year wages will increase by 0.05%.

### **C. Wages for Student Support Instructors**

Prior service as Instructional Assistants or Student Support Instructors shall be counted in determining placement on the salary schedule.

0-2 years' experience...\$20 per hour  
3-5 years' experience...\$22.50 per hour  
5+ years' experience...\$25 per hour

Effective on the first day of the 2009-2010 school year wages will increase by 0.05%.

Effective on the first day of the 2010-2011 school year wages will increase by 1% and \$500 added to the hourly rates to be broken up in equal payments.

Effective on the first day of the 2011-2012 school year wages will increase by 2% on the top and bottom steps, and 1.5% on the steps inbetween. On the last day of the 2011-2012 school year wages will increase by 0.05%.

D. A principal may require Instructional Assistants to provide teachers with classroom coverage for a period not to exceed forty-five (45) minutes in duration except under the following conditions. In the event an Instructional Assistant is required to provide classroom coverage for a teacher in excess of forty-five (45) minutes, he/she will be paid ten dollars (\$10.00) per hour beyond his/her regular hourly wage for each additional hour (or fraction thereof) up to a maximum of fifty dollars (\$50.00) per day. Instructional Assistants who are assigned to one-on-one duties with a single student shall not be assigned to provide teachers with classroom coverage.

D. Effective the 2008-2009 school year, Instructional Assistants and Student Support Instructors will receive six and one-half (6.5) hours paid professional development during the school year, the scheduling and content of which shall be determined by the Superintendent of Schools.

## **ARTICLE SIX – LEAVES WITH PAY**

A. Each member of the bargaining unit will receive three contract days leave with pay each year. At the end of each school year, each member of the bargaining unit will receive one day of pay for each contract day not used.

**B.** Each Instructional Assistant will receive five paid sick days each year. Beginning with the second year of employment, unused sick days may be accumulated from year to year up to a maximum accumulation of ninety (90) days.

C. Each Student Support Instructor will receive twelve days of paid sick days each year. Beginning with the second year of employment, unused sick days may be accumulated from year to year up to a maximum accumulation of ninety (90) days.

### **Sick Leave Bank**

D. After three (3) full consecutive years of employment from his/her initial date of hire, members (Instructional Assistants and Student Support Instructors) will contribute one (1) day of sick leave to the Unit C Sick Leave Bank, thereby becoming eligible as a member of the “Bank.” The initial contributions made by the Instructional Assistants who are eligible as of October 1, 2008 will be on that same date (October 1, 2008). On October 1, 2008, the School committee will make a one-time contribution of thirty (30) days of sick leave to the Unit C Sick Leave Bank.

The Sick Leave Bank shall be available for use by eligible members of Unit C who have exhausted their own sick leave and who have a documented serious illness. Applications for the use of the Sick Leave Bank are issued by the Human Resources Office.

1. The initial grant of sick leave by the Unit C Sick Leave Bank Committee to an eligible member shall not exceed twenty (20) days. Upon completion of the twenty (20) day period, the period of entitlement may be extended by the Sick Leave Bank Committee upon demonstration of need by the applicant. However, the Committee may not grant more than ninety (90) sick days for a particular illness to any member of Unit C.

2. The Sick Leave Bank shall be administered by a Sick Leave Bank Committee consisting of three (3) members: the LEA President or designee, the Unit C representative on the LEA Executive Board or designee, and an administrator designated by the Superintendent of Schools. The Sick Leave Bank Committee shall determine its own rules of operation, 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 their determination of eligibility and amount of leave:

- a. Adequate medical evidence of serious illness as documented in a written physician's statement
- b. Prior exhaustion of all eligible sick leave
- c. Prior utilization of the Sick Leave Bank

4. When contributions to the Sick Leave Bank fall below thirty (30) days, the "Bank" shall be renewed by a mandatory contribution of one (1) additional day of sick leave from each eligible member of Unit C. Such additional days will be deducted from the members' annual days of 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.

## **ARTICLE SEVEN - ATTENDANCE AND WORKING HOURS**

A. Individual work schedules will be determined by the principal or her/his designee.

B. The work year for Instructional Assistants will be determined by the Principal or a designee. The work year for Student Support Instructors will be 224 days, including the school year and summer program (184 school year days plus 40 summer days).

C. If during a regular work day of an employee, the student(s) who are normally assigned to an Instructional Assistant are not available, the employee will be assigned to other duties previously performed by members of the bargaining unit at the discretion of the Principal or a designee. If school is dismissed early for an unanticipated reason (e.g. a power failure), any member of Unit C will be paid for his/her regularly scheduled

hours.

D. All employees covered by this Agreement who regularly work more than five (5) hours per day will have a thirty (30) minute duty-free and meeting-free lunch period.

E. No Instructional Assistant shall be required to take home additional work to be performed outside of regular working hours.

F. Effective the 2009-2010 school year, members of Unit C will receive six and one-half (6.5) hours of paid orientation/professional development on the work day before the first student day of the school year. Said orientation/professional development will include attendance at the opening meeting for professional staff and site-based work at individual schools, the scheduling and content of which shall be determined by the Superintendent of Schools.

## **ARTICLE EIGHT – OTHER LEAVE PROVISIONS**

A. Funeral Leave: An absence with pay for a period not to exceed five (5) days, may be granted by the Superintendent or his/her administrative designee in case of the death of a member of an employee's immediate family or household. The term "Immediate family" means the employee's spouse, child, father, mother, sister, brother, domestic partner, grandparents, grandchild, father-in-law, mother-in-law, stepfather, stepmother, stepsiblings. An absence with pay for any one day may be granted by the Superintendent or his/her administrative designee in case of the death of an employee's sister-in-law, brother-in-law, 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 her/his regular salary and her/his military pay during such period but not to exceed two (2) calendar weeks.

C. Jury Duty: A regular employee called for jury service shall be paid the difference between her/his regular salary and her/his 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 her/his immediate supervisor.

D. 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.

E. Maternity Leave: Employee will upon request be granted leave without pay in accordance with relevant state and federal laws for childbearing and childrearing.

F. Religious leave: Student Support Instructors will upon request in advance to the Assistant Superintendent for Human Resources be granted three paid religious days leave per year.

## **ARTICLE NINE - GROUP INSURANCE AND MEDICAL COVERAGE**

All 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 School System and/or employees of town of Lexington. An Optional Life Insurance Plan is also available. All 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.

Employees hired after March 31, 1986 are subject to the Medicare tax - that portion of the Social Security tax that covers Medicare. The Town of Lexington must presently withhold 1.45% of wages of those employees who fall in this category.

## **ARTICLE TEN - ASSOCIATION RIGHTS**

A. The School Committee shall permit the LEA-C members to use in-school mailboxes, and to use school buildings for school meetings, provided no additional cost for custodial employees is necessitated by such use.

B. The School Committee shall furnish to the LEA by no later than November 1 of each year, the names and addresses of all Instructional Assistants in the Lexington School System prior to the opening of school, 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 Instructional Assistants and Student Support Instructors employed in the System along with the name of the program that s/he works in, the name of the school in which s/he works and the number of hours that s/he works per week.

D. As a matter of public and personnel policy, the School Committee is opposed to the covert use of video or audio recording devices in the workplace, which includes the home or other private location of any student during the time that the student is receiving educational instructional outside the school premises. The School Committee shall notify parents that SSIs will not work with students in their homes or other private locations if the employees are being, or have been, recorded by means of a video or audio recording device or other similar device with or without their knowledge and/or consent. If the SSI becomes aware or has reason to believe that such recording has occurred or is occurring, the SSI will immediately cease providing services in the home and notify the school district. The school district will notify the parents of its policy against covert surveillance and take such steps as necessary to ensure compliance with its policy.

## **ARTICLE ELEVEN – REPRODUCTION OF AGREEMENT**

The School Committee shall bear the cost of reproducing the Agreement and will supply the LEA with one copy for each member of the bargaining unit plus twenty-five (25) copies before the opening of school in September, if possible, and otherwise as soon as possible.

#### **ARTICLE TWELVE – INDEMNIFICATION OF EMPLOYEES**

The Committee shall indemnify employees to the extent required and permitted by state law.

#### **ARTICLE THIRTEEN - CHECK-OFF OF ASSOCIATION DUES**

The employer will deduct from the pay of each employee for whom the employer has received a check-off authorization form provided by the LEA and executed by the employee, the LEA-C dues, fees, and assessments in the amounts specified by the LEA. The employer will make the necessary deductions on a monthly basis and remit the aggregate amount to the LEA along with a list of the employees for whom dues, fees and assessments were deducted. The LEA shall give the employer at least thirty (30) days notice of any change in the dues or of any implementation of fees or assessments. All employees whose monthly LEA-C dues are not being paid by authorized dues deduction shall be required, as a condition of employment to pay an agency service fee, directly to the LEA on or before the 30th day following the beginning of their employment or the dues deadline date set by the LEA, whichever is later. In the event of any dispute pertaining to and arising out of the agency fee, the LEA will indemnify and hold the Committee, its officers, agents and employees harmless from any suits either at law or in equity and shall provide legal counsel of its choice at no cost to the Committee.

#### **ARTICLE FOURTEEN – EMPLOYEES’ FILES**

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

B. The employee shall have the right upon request at reasonable times to examine her/his personnel file at a location designated by the employer and to have a copy of any material in it.

C. The employer will not reveal information in employees' files without the consent of the employee to anyone outside the management of the Town, except when required to do so in legal proceedings.

#### **ARTICLE FIFTEEN - USE OF SCHOOL FACILITIES**

Employees may use the physical education facilities of the school in which they work, including showers, tennis courts and gymnasium, at their own risk, 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 SIXTEEN – PAYROLL DEDUCTIONS**

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 s/he wishes to have such deduction made from her/his paycheck in a specified amount for the purpose of U.S. Savings Bonds.

B. Employees covered under this Agreement may take advantage of automatic deposit of pay check procedures by designating on a form provided by the employer that s/he wishes to have her/his pay check automatically deposited in a specified bank account.

## **ARTICLE SEVENTEEN - SEPARABILITY**

If the provision or application of this Agreement is found by a court of competent jurisdiction to be contrary to law in a decision which is not appealed, then that provision or application shall be deemed ineffective to the extent contrary to law, all other provisions or applications shall continue to full force and effect. In the event that a provision or application is rendered ineffective as a result of a final court decision, or the parties agree that a provision is illegal, the parties shall meet forthwith to negotiate a provision or application to replace that found to be illegal. In these negotiations the impasse procedures provided by G.L.C.150E for agreements shall be followed by the parties. No new provisions shall be implemented until an agreement has been reached, ratified and executed by the parties. All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of this Agreement.

## **ARTICLE EIGHTEEN - GENERAL**

A. All members of the bargaining unit will be included in and will receive a copy of the staff directory of the Lexington Public Schools by October 15 of each school year.

B. All members of the bargaining unit will receive a copy of the Professional Development booklet at the same time as other members of the school system.

C. At the discretion of the Assistant Superintendent for Human Resources, an Instructional Assistant or a Student Support Instructor who is hired for a Unit A position may be granted salary step credit for some portion of her/his instructional assistant experience in Lexington

## **ARTICLE NINETEEN - DURATION**

The provisions of this Agreement shall be effective as of August 26, 2008 and will continue and remain in full force and effect until August 31, 2012, and shall be automatically renewed from year to year, unless 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 August 31, 2012, 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 LEA at her/his 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.

The principal or an administrative designee shall hire all employees for various schools, subject to the approval of the Superintendent of Schools. Each employee shall serve a probationary period of three (3) months, after which his/her employment shall be for at least one school year subject to the needs of the school system as determined solely by the Superintendent of Schools.