

**Memorandum of Agreement
by and between the
Lexington Educational Secretaries Association
and the
Lexington School Committee**

The parties hereby agree to modify the July 1, 2004 - June 30, 2007 collective bargaining agreement and the July 1, 2007 - June 30, 2009 Memorandum of Agreement as follows:

1. Article IV(C) - WAGES - *Replace the existing language with the following:*

There shall be a wage increase of one-half (0.5%) effective July 1, 2009. There shall be a wage increase of one-percent (1%) and five-hundred dollars (\$500) added to each step effective July 1, 2010. There shall be a two-percent (2%) wage increase on the top and bottom steps of the wage scale and a one and one-half percent (1.5%) wage increase on the remaining steps of the wage scale effective July 1, 2011. There shall be a wage increase of one-half percent (0.5%) effective June 30, 2012.

2. Article V - ATTENDANCE AND WORKING HOURS

Section F - modify as follows:

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

Section G – modify as follows:

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:

Add new section H as follows:

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

3. Article XXVI - STUDENT HEALTH AND SAFETY

Add new Section D as follows:

The employer and the LESA 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.

4. Article XXIX - DURATION

Change July 1, 2008 to July 1, 2009

Change June 30, 2009 to June 30, 2012

Change December 5, 2004 to December 5, 2009

Change 1557 Massachusetts Avenue to 146 Maple Street

5. Article III (D) – EMPLOYMENT, DISCHARGE, DISCIPLINE

Delete existing language and replace with the following:

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.

For the LESA

date



For the Lexington School Committee

8/17/2010
date