

**AGREEMENT**  
**BETWEEN**  
**THE**  
**LAWRENCE SCHOOL COMMITTEE**  
**AND**  
**TECHNICIANS, PROFESSIONALS AND HEAD**  
**COOKS**  
**SERVICE EMPLOYEE INTERNATIONAL UNION**  
**LOCAL 888**

**AGREEMENT 1**  
**JULY 1, 2019 – JUNE 30, 2020**

**AGREEMENT 2**  
**JULY 1, 2020 – JUNE 30, 2023**

## **PART I INTRODUCTION**

Central to the District Turnaround Plan is the empowerment of individual schools in a decentralized district environment. This document has been revised to support local decision-making in matters traditionally viewed through a "one-size-fits-all" lens. In the past, common terms and conditions of employment have been central negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, the School District intends to have local stakeholders determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

In addition to school empowerment, several other guiding principles influenced this document.

- **Flexibility to Drive Rapid Student Progress.** This document preserves the Superintendent's ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with district priorities.

Certain pre-existing terms and conditions of District employment remain intact, perhaps in modified form. Terms and conditions which will henceforth be addressed at the local level largely do not appear in substantive form in the document, as they will be addressed on a school-by-school basis in consultation with the school faculty and other representatives.

The terms and conditions of employment articulated herein shall survive the expiration of the Receivership.

## **ARTICLE 1** **RECOGNITION**

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1 K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent" it will be interpreted to mean the "Receiver."

\*Appendix A.1 of the District Turnaround Plan.

In accordance with the certification of the Commonwealth of Massachusetts Labor Relations Commission, Case number MCR-02-5009/MCR-02-5010, issued on July 23, 2003, and for the purpose of collective bargaining with respect to establishing salaries, wages, hours, and other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder the School Committee agrees to recognize SEIU Local 888 as the exclusive bargaining agent and representative for all full-time and regular part-time Technicians, Professionals, and Head Cooks, and excluding all managerial, confidential, casual and all other employees of the Lawrence School Committee.

The positions comprising the bargaining unit shall be:

### **UNIT A**

Data Analyst, Computer Technician, TV Production Assistant, TV Production Specialist, Program Analyst, Programmer.

### **UNIT B**

Child Care Professional, Childcare Paraprofessional, Interpreter/Tutor ASL, Interpretive/Tutor, Speech Language Assistants, Physical Therapy Assistants, PTA/Job Coach, Occupational Therapy Assistants

### **UNIT C**

Nutrition Lead

**ARTICLE 2**  
**NON-DISCRIMINATION**

The School Committee and the Union agree not to discriminate in any way against employees covered by this Agreement on account of membership or non-membership in the Union, or on account of race, religion, creed, color, national origin, disability, sex, age, or sexual orientation. This article shall not be subject to the dispute resolution procedure of this Agreement.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

The right and authority to determine the policy and administer the affairs of the Lawrence School Department are exclusively vested in and retained by the Lawrence School Committee and its designees, and this right and authority shall include, but not be limited to the right to appoint, promote, assign and transfer employees; the exclusive right to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource position in whole or in part. Except where otherwise provided by any contract and subject to applicable law, nothing shall be construed in any way to alter, modify, change or limit this authority of the Lawrence School Committee.

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States, or any law or order pertinent thereto.

The School Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair, any power, right, or duty conferred upon the Receiver by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the School Committee or his or her designee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being the subject of a grievance or arbitration proceeding hereunder.

Nothing contained in the collective bargaining agreement shall be construed to limit the rights of the Receiver and/or the Commissioner as provided in G.L. c. 69, s. 1K and such rights are incorporated herein by reference.

**ARTICLE 4**  
**HANDLING NEW ISSUES**

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of the academic performance of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a forty-five (45) day period of good faith negotiations with the Union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issues not covered by this agreement, the Superintendent may implement changes after a twenty (20) calendar day period of good faith negotiations.

**ARTICLE 5**  
**UNION DUES & AGENCY SERVICE FEE**

The Union dues of employees covered by this Agreement will be deducted weekly by the School Department from the wages of each employee covered by this Agreement who has signed an authorization form for the deduction of such dues and presented it to the employer. The amount of such dues shall be in accordance with the Constitution of the Union, as certified to the School Department from time to time.

As a condition of employment, any individual member of the bargaining unit who is not a member of the Union shall be required to pay an Agency Service Fee to the Union. Such payment is to be no more and no less than the dues required of an individual member of the bargaining unit that is payment for the costs of collective bargaining and Contract Administration. The Union shall indemnify and hold harmless the Committee and its authorized agents from any and all costs, fee, expenses and liabilities, including its reasonable attorney's fees, incurred as a result of the foregoing provisions.

**ARTICLE 6**  
**DISPUTE RESOLUTION**

The term "grievance" shall be narrowly construed to mean an express violation of a written provision of this Agreement. The Receiver's exercise of a management right as provided shall supersede any conflicting provision of this agreement and shall not be subject to the grievance and arbitration provisions as provided herein. Provisions implemented in accordance with the District Turnaround Plan shall not be subject to the provisions of this Article. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

A grievance shall be processed as follows:

Step 1: The grievance shall be presented in writing, citing the article and section of Agreement alleged to have been violated, within seven (7) working days of its occurrence. The Building Principal and/or the appropriate Supervisor shall respond in writing to the Union within ten (10) working days.

Step 2: If the grievant is not satisfied with the response at Step 1, he/she may within seven (7) working days after the 1<sup>st</sup> step response present the grievance to the Superintendent of Schools, or his designee. The Superintendent or his designee shall respond within fifteen (15) working days of the presentation of the grievance.

Step 3: If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply is due, by written notice to the other, request arbitration. The parties within ten (10) calendar days after the notice has been given shall attempt to select an Arbitrator. After the time for mutual selection has expired, either party may within five (5) calendar days submit the grievance to the American Arbitration Association. The Arbitrator shall issue the decision not later than thirty (30) days from the date of the close of hearings, or, if oral arguments have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The Arbitrator's fee will be shared equally by the parties to the dispute; and such award shall be final and binding. The Arbitrator shall have no authority in any way to modify, change or amend the terms and provisions of this Agreement.

Notwithstanding any contrary provisions of this Agreement, the Arbitrator shall be without power or authority to make a decision which: (a) is in violation or inconsistent with any term or provision of the Agreement or the statutory or decisional law of the Commonwealth of Massachusetts or of the United States; (b) exceeds his/her jurisdiction or authority under law and/or this Agreement or under Chapter 69 §1K of the Turnaround Plan.

## **MISCELLANEOUS PROVISIONS**

Time limits in these procedures may be extended in any specific instance in writing by both parties.

The termination of the service, the failure to re-employ; or the discipline of any probationary employee shall not be considered to be the basis of any grievance under the above-referenced provisions.

## **ARTICLE 7 BEREAVEMENT LEAVE**

Any member who is absent on account of death in the immediate family of the member or his/her spouse, parent, husband, wife, child, brother, sister, grandparent, grandchild, or any member of the family residing

in the same house, shall be excused without loss of pay for a period of five (5) days and one (1) day for an uncle, aunt niece or nephew.

## **ARTICLE 8** **GENERAL WORKING CONDITIONS**

The District has empowered school communities to make decisions at the school level in return for accountability for results. To maximize the likelihood of success, each school must be permitted to implement programs that meet the needs of its students and community. Through a school-based decision-making process, each school will define the staff working conditions necessary for student success.

School leadership teams will create and publish annual “school operational plans” which will outline working conditions of staff in the building. Such operational plans will be subject to the Superintendent’s review and approval.

## **ARTICLE 9** **SCHOOL OPERATIONAL PLANS & SCHOOL-BASED DECISION-MAKING**

### **Changes to School Operational Plans throughout the Year**

Once the annual operational plan is developed for a specific school, that document is presumed to govern member working conditions at the school for the following school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

#### **Areas for School-based Decision-making**

The following items shall be determined at the school level and included in each school’s annual school operational plan:

Allocation of discretionary funds made available by the principal, including in areas such as:

Wraparound services for students and families

After-school programs

School supplies

School curriculum issues

Professional development activities applicable to the school as a body

School calendar

Schedule for staff and students

Scheduling of school-wide parent/teacher meetings

Work before and/or after the regular school year

Notices and announcements

School health and safety issues

Staff dress code  
Rotation of duties  
Class size  
Bulletin boards

Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

Decisions made in these areas through school operational plans shall be forwarded to the Union and Superintendent and shall be made available to schools throughout the district.

The Superintendent retains final authority over school-based decision-making and his determination shall be final. A bargaining unit employee who is interested in providing feedback to the TLT (Teacher Leadership Team) is encouraged to express his/her concerns to the building principal.

## **ARTICLE 10** **HOURS OF WORK**

The standard Monday and Friday schedule will be as indicated below:

Hourly employees work 8.5 hours consecutive hours/days with one half hour unpaid lunch.

Notwithstanding the foregoing paragraph, employees shall devote the time required, consistent with school operational plans, to achieve and maintain high quality education in the Lawrence Public Schools.

The work day will be determined as part of each school's operational plan and will be made public by April 15<sup>th</sup> of the preceding school year or later as determined by the Superintendent. The work day for employees assigned to central departments will be determined by the Superintendent or his/her designee.

## **ARTICLE 11** **HOLIDAYS**

The following days shall be considered to be paid holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday/Presidents' Day	Columbus Day
Good Friday (if school is not in session)	Veterans' Day
Patriots' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
	Christmas Day

Only 52-week employees and Head Cooks who work during the summer shall be eligible for the Independence Day holiday.

In addition, any other day that may be declared a holiday by the Governor of the Commonwealth, the Mayor of Lawrence or the School Committee, or as customarily granted by the Superintendent. Any Employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and a half times his/her regular rate of pay for all hours worked. If a holiday occurs within an employee's vacation period, he shall receive an additional day's vacation with pay.

#### **ARTICLE 12** **JURY DUTY**

The Employer agrees to make up the difference in an Employee's wages and compensation received for jury duty after the receipt of verification of the jury duty as provided by the court system.

#### **ARTICLE 13** **UNIFORM ALLOWANCE**

The employer shall pay \$300.00 a year for a uniform allowance for Head Cooks, provided that the employees shall purchase and maintain a uniform as designated by the Superintendent or his designee.

#### **ARTICLE 14** **MATERNITY LEAVE**

Any full-time member who has completed the probationary period will be entitled to a leave of absence without pay for up to six (6) months for the purpose of caring for a newborn child or adopting a child. An employee who is absent because of the birth of a child is entitled to use up to 40 days of accrued sick leave (limited by the amount of sick leave previously accrued by such employee). For ten-month employees, in determining such sick leave, only school days shall be counted against such 40 days during the school year, but the period of summer break will interrupt and terminate eligibility for such sick leave. An employee may also use her vacation credits during this leave. Such leave shall not affect the employee's right to receive vacation time, sick leave, bonuses, advancements, seniority, benefits or programs for which she was eligible at the date of her leave, and any other advantages of rights of her employment incidental to her employment position; provided, however, that such maternity leave shall not be included, when applicable in the computation of such benefits, rights and advantages.

#### **ARTICLE 15** **MILITARY LEAVE**

Every bargaining unit member who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Chapter 33 Section 59 of the General Laws, a leave of absence without loss of pay, during the time of his/her annual tour of duty as a member of such reserve component; provided however, that such leave shall not exceed seventeen (17) days. Additional military leave will be granted in accordance with the Lawrence City Charter and City Policies.

**ARTICLE 16**  
**PERSONAL LEAVE**

Members shall be granted two (2) days of personal leave annually. Whenever possible, written notice of intent to take a personal day must be provided to the building principal or immediate supervisor at least forty-eight (48) hours in advance. Personal leave is always subject to the approval of the building principal or immediate supervisor. Personal days are to be used for personal business that can only be accomplished during the regular work day. Said days may not be used to extend a holiday weekend, or vacation. Any employee may be required to provide his/her immediate supervisor with reasons to be eligible for a personal day surrounding a school vacation period.

**ARTICLE 17**  
**PROFESSIONAL DEVELOPMENT**

Employees shall be reimbursed for professional development activities related to their job duties outside of the regular work day which are required and approved in advance by the immediate supervisor and the superintendent or his designee. The cost of tuition, textbooks, and transportation (mileage rate established by the City) will be paid by the school district.

**ARTICLE 18**  
**REQUESTS FOR LEAVE**

All requests for leave under this article shall be made through the employee's principal or immediate supervisor to the Superintendent of Schools or his/her designee. All requests must be in writing.

Leaves of absence may be extended by the Superintendent of Schools or his/her designee. Any employee who fails to return to work as scheduled from a leave of absence and who is not excused by the Superintendent of Schools or his/her designee shall be considered to have resigned from employment. This agreement shall serve as written notice of this provision prior to the commencement of the leave of absence.

**ARTICLE 19**  
**JOB POSTING AND BIDDING**

When a position covered by this Agreement becomes vacant, such vacancy will be posted in a manner determined appropriate by the District. The posting will list pay, duties, and qualifications. This notice of vacancy will remain posted for a period of 10 business days, during which interested employees may apply for in writing.

**ARTICLE 20**  
**LAYOFF**

The administration reserves the right to determine the number of positions that are needed in the school district and also retains the right to determine the employees to be laid off in accordance with this Article. In the event of a reduction in force in the Lawrence Public School system employees shall be laid off according to the District's sole determination of the employee's skills, abilities, performance history and the needs of the system.

Where all else is absolutely equal, seniority may be considered as a factor. Seniority is defined as the total years of continuous service in the bargaining unit as defined in Article 1, Recognition, in the Lawrence Public Schools. Periods of service interrupted by a break due to resignation, termination, or employment outside the bargaining unit shall not be added together to determine seniority.

The Lawrence Public Schools shall prepare a seniority list which indicates the date on which all members of the bargaining unit were hired. The Union shall be supplied with the list upon reasonable request.

**ARTICLE 21**  
**UNION BUSINESS**

The Union shall have two persons from each unit, one steward and one alternate who shall be designated as official union representatives, and whose names will be submitted to the Human Resources Director. The Union Representatives may be granted, where necessary as determined by the building principal or immediate supervisor, reasonable time off during the school day to represent individuals in disciplinary matters.

**ARTICLE 22**  
**SICK LEAVE**

School year employees shall be granted 13 sick days annually; 52 week employees shall be granted 15 days annually. An employee who commences employment after July 1 shall receive a pro-rated amount of sick leave through June 30. An Employee may be required to provide a doctor's note to justify any absence.

Sick leave may only be used in case(s) of personal illness or accident, and shall be accumulated to a total of one hundred and twenty-five days. Employees will be given a statement of accumulated sick leave once a year. Employees will be given a statement of their sick leave accumulation once a year.

Where the employer has determined, based on specific information that a pattern of sick time abuse exists, the employer will require more stringent documentation from the employee's physician or health care provider including but not limited to the presentation of medical documentation for each absence that subsequently occurs. The employer shall provide prior notice to an employee whom he/she believes is abusing sick leave.

**ARTICLE 23**  
**DISCHARGE**

Bargaining unit members and who have been employed for less than three consecutive years shall be considered employees at will.

A bargaining unit member who has completed three (3) consecutive school years, shall be disciplined or dismissed only for good cause as that term is defined under Massachusetts General Laws Chapter 71 Section 41. In determining whether there is good cause for discipline or dismissal, the District shall consider the best interests of the pupils in the District and the need for elevation of performance standards.

**ARTICLE 24**  
**HEALTH INSURANCE**

Pursuant to Chapter 58 of the Acts of 2010, health insurance is provided by the Commonwealth of Massachusetts Group Insurance Commission (GIC), under such terms as the GIC, statute and regulations require. The provisions of this article are not subject to the grievance and arbitration procedure of this Agreement.

Bargaining unit members who elect to forego health insurance coverage in accordance with Massachusetts General Laws Chapter 32B Section 4 shall be eligible to receive an annual payment of \$1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee may be required to demonstrate on a form established by the School Department that he/she is covered by a group or non-group health insurance plan financed without any participation by the employer or by another employee's insurance. If an employee who has elected withdrawal under Chapter 32 B Section 4 ceases to be covered by a group or non-group plan financed without any participation by the employer, the employee shall be enrolled in the employer's plan upon notification to the employer and with a pro rata repayment of the \$1,000 consistent with Section 4 of Chapter 32B.

**ARTICLE 25**  
**VACATIONS**

Fifty-two (52) week members are entitled to the following vacation:

Two (2) weeks paid vacation effective July 1, if thirty (30) weeks have been worked before July 1.

After five (5) consecutive years, an employee shall be entitled to a paid vacation of three (3) weeks.

After ten (10) consecutive years, an employee shall be entitled to a paid vacation of four (4) weeks.

Vacation time must be used between July 1 of the current year and June 30 of the next year and cannot be carried over from one year to the next and will be forfeited if not used.

School-year employees shall be entitled to receive four (4) vacation days to be designated between Christmas and New Year's. Employees shall be eligible to receive two (2) additional vacation days during the week of President's Day and two (2) additional vacation days during the week of Patriot's Day. In the event that school is in session during these periods, the employees will be compensated for these additional vacation days.

## **ARTICLE 26** **SALARY**

The vision of the LPS compensation system is to attract, retain and reward great bargaining unit employees in the District.

A new performance-based hourly rate compensation structure will be as follows:

### New Salary Structure for Speech Assistants:

Agreement 1: July 1, 2019- June 30, 2020

\*Increases become effective January 1, 2020

Step 1	\$37,000
Step 2	\$38,500
Step 3	\$40,000
Step 4	\$41,500
Step 5	\$43,000

Agreement 2: July 1, 2020 – June 30, 2023

Step 1	\$37,000
Step 2	\$38,500
Step 3	\$40,000
Step 4	\$41,500
Step 5	\$43,000

Speech Assistants are eligible the Extended Learning Time stipend (provided they are assigned to a school which operates an extended day schedule as follows:

Agreements 1 & 2: July 1, 2019- June 30, 2020 & July 1, 2020 – June 30, 2023

1400-1449 Hours      \$2,000

1450-1499 Hours	\$2,500
1500-1549 Hours	\$3,000
1550-1599 Hours	\$3,500
1600-1825 Hours	\$4,000

All other Bargaining Unit Employees will receive increases to hourly rate of pay:

\*Increase becomes effective January 1, 2020.

Agreement 1: July 1, 2019- June 30, 2020

July 1, 2019	2%
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Agreement 2: July 1, 2020 – June 30, 2023

July 1, 2020	0%
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July 1, 2021	0%
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July 1, 2022	0%
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### **WAGE REOPENER**

The parties agree to a reopener on wages (upon written request by the union on or after January 1, 2022 for the third year of the contract (July 1, 2022 to June 30, 2023.) Upon clear evidence of a significant improvement in Chapter 70 funding during year two (July 1, 2021 – June 30, 2022) of the agreement, the union may request to reopen the contract on wages during year 2, although the parties acknowledge that a reopener is not guaranteed.

### **Performance Evaluation**

All employees will be evaluated annually by the principal or designated supervisor.

Employees must achieve a rating of proficient or exemplary in order to receive a wage increase.

### **ARTICLE 27** **METHOD AND TIME OF PAYMENT**

Salaries of all personnel in the Unit C shall be paid in equal installments, commencing at a time consistent with state law. The parties acknowledge that this provision is subject to change during the life of this Agreement.

Unit C personnel may elect to receive the balance of/their monies by notifying payroll on or before May 1 of their intention.

The balance due shall be paid not later than the first day of July and separate checks for each pay period shall be issued.

The employer may require direct deposit of employee paychecks.

The employer may utilize and implement any reasonable method of employee timekeeping and payroll processing that it deems to be in the best interests of the district.

**ARTICLE 28**  
**RESOLUTION BY PEACEFUL MEANS**

The Union and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition. There shall be no lockouts during the term of this Agreement.

**ARTICLE 30**  
**DURATION**

Agreement 1 is effective July 1, 2019 through June 30, 2020

Agreement 2 is effective July 1, 2020 through June 30, 2023

Ratified in the City of Lawrence on this the 29 Day of June in the Year 2020 ----.

**Lawrence Technicians, Professionals and Head Cooks Service Employee International Union (SEIU), Local 888**

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Madeline Soto, SEIU Representative

**Lawrence Public Schools**

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Cynthia Paris, Superintendent

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David M. Connelly, LPS Counsel

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Daniel Rivera  
Mayor, City of Lawrence

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Ventura Rodriguez  
Interim Chair, LAE Receiver Board

Approved as to Form:

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Raquel Ruano, City Solicitor

## NOTES

