

**LAWRENCE PUBLIC SCHOOLS  
AND  
CAFETERIA WORKERS, FIREMEN & OILERS, Local 3**

**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.
- To ensure the provision of nutrition services in a manner conducive to supporting the academic and health needs of the students while in school.
- 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.

**Contract Effective Term Dates**

Agreement 1: The parties agree to a one-year contract with a term July 1, 2019 – June 30, 2020.

Agreement 2: The parties agree to a three-year contract with a term July 1, 2020 – June 30, 2023

**ARTICLE I  
PARTIES AND UNION RECOGNITION**

The Lawrence School Committee

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, §1K, 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" for the period the receivership is in effect.

The Union

The School Committee agrees to recognize the Union as the exclusive bargaining agent for all full-time and regular part-time cafeteria workers, including utility workers, and excluding the director of food

## **UNION REPRESENTATION**

The Employer shall recognize the Union Representative as the official representative of the Cafeteria Workers Union. The name of said official shall be filed with the Personnel Office of the Lawrence Public Schools. After signing in with the building Principal and/or the Director of Nutrition Services, the Union Representative may visit schools where their members are employed during the Cafeteria Worker's hours of employment

## **ARTICLE V DUES DEDUCTION**

The Union may secure authorization for payroll deductions for Union dues. Such authorization may be revocable as provided by law. The Committee will request that the Treasurer of the City of Lawrence submit such sum in total to the Union Treasurer.

The Union shall be notified of any Cafeteria Worker withdrawing or dropping from payroll deductions.

Any Cafeteria Worker desiring to have the Committee discontinue deductions that he/she has previously authorized must provide written notice to the Committee and the Union.

The amount of annual dues for the following fiscal year shall be submitted to the personnel Department not later than June 15th of each year.

## **ARTICLE VI AGENCY SERVICE FEE**

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, subject to applicable law. Such payment is to be no more than the dues required of an individual member of the bargaining unit, which is a 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, fees, expenses and liabilities, including, but not limited to, its reasonable attorney's fees, incurred as a result of the foregoing provisions.

## **ARTICLE VII GRIEVANCE PROCEDURE**

The term "grievance" shall be narrowly construed to mean a specific violation of a written provision of this Agreement. 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.

receive an annual payment of \$1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee must 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 IX HOLIDAYS**

Pursuant to State law, the following days shall be paid holidays: Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, Patriot's Day, Good Friday and Memorial Day. If Labor Day falls during the school year, additional holiday pay will be granted.

#### **ARTICLE X UNIFORM ALLOWANCE**

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

#### **ARTICLE XI JOB POSTING**

Whenever a vacancy in an existing cafeteria worker's position occurs, it will be adequately publicized by the Superintendent and/or his/her designee in a manner determined appropriate by the employer. Vacancies in the department shall be posted for not less than seven (7) days.

#### **ARTICLE XII PERSONAL LEAVE**

Employees shall be entitled to up to two (2) personal days each year, provided that the following provisions apply: Personal days are for the purposes of conducting personal and family business that cannot otherwise be conducted outside of the employee's normal work hours.

Whenever possible, notice of intent to take a personal day must be provided at least 48 hours in advance and approval shall not be unreasonably denied. Approval shall not be granted during the first or last two weeks of school or to extend any holiday or vacation period.

d. If the Employee does not have a valid excuse acceptable to the Employer and an absence, which suggests abuse, recurs, then the Employee shall submit a medical certificate for any subsequent absence and shall be advised that disciplinary action may result upon any recurrence of such abuse.

f. In applying this provision, the Employer recognizes that the purpose of this provision is not to interfere with legitimate use of sick leave and agrees to reasonably interpret and apply this provision.

#### **ARTICLE XV LIGHT DUTY**

An employee who is unable to work due to an injury sustained in the performance of duty may be assigned to "light duty" by the employer subject to the following conditions: 1. There is a vacant position which consists of the duties which the employee is capable of performing; and 2. The employee's physician or at the employer's discretion a physician of the a employer's choosing, certifies the employee's ability to perform the work as assigned and the need for light duty work. The decision about the availability of light duty assignment and the need for such an assignment rests with the Director of Nutrition Services whose decisions are final and binding and not subject to the grievance and arbitration provisions of this Agreement.

#### **ARTICLE XVI DISCIPLINE/DISCHARGE**

No Employee may be disciplined or discharged except for good cause (as that term has been defined by M.G.L. c. 71, § 42).

During an employee's six-month probationary period he/she may be disciplined or discharged on the basis of an at will employee, and shall not have recourse to the Grievance and Arbitration provisions of this Agreement.

#### **ARTICLE XVII STAFF DEVELOPMENT AND BUILDING-BASED ACTIVITIES**

Each bargaining unit member is required to work an additional ten (10) hours per year for which they will be compensated at their regular hourly rate for building-based meetings and/or staff development provided by the Nutrition Services Department. The Superintendent of Schools or his/her designee will meet with union representatives to obtain input on the staff development programs. Unit members will have different staff development options that will be agreed upon between the individual and the Director of Nutrition Services.

All newly hired cafeteria workers will participate in orientation sessions provided by the department. Newly hired employees participating in and bargaining unit members assisting with the orientation sessions will be compensated at their hourly rate.

authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding an employee for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining the employee in the Lawrence Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

#### **ARTICLE XIX LONGEVITY**

##### **Longevity**

Members of the bargaining unit who currently received longevity shall continue to receive longevity at their current level for the remainder of their career with this unit. Effective July 1, 2017 longevity will be added the employee base hourly rate of pay; calculation will be based on 1/183 days and 8 hours per day.

Members who have three or more years of service as of July 1, 2016 will remain eligible to receive the 5-year increment at the time employee completes 5 full years of service. At that time the increment will be added to their base for the remainder of their career with this unit.

Members hired after July 1, 2016 shall not be eligible to receive longevity pay.

#### **ARTICLE XX OVERTIME**

1. When an employee is required to stay late for food preparation, the employee will be guaranteed two (2) hours minimum pay at his/her overtime rate. (1.5 X his/her regular rate of pay.)
2. Overtime shall be paid for hours worked beyond 40 hours per week.

#### **ARTICLE XXI JURY DUTY LEAVE**

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 jury duty as provided by the court system.

## LAYOFF

- Section 1: The Superintendent has the right to lay off bargaining unit member due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational needs.
- Section 2: The Superintendent retains the right to determine the number of positions that are needed in the school system.
- Section 3: During times in which layoffs arise, the parties agree to a systematic approach when identifying bargaining unit employees while maintaining our values and objectives. The process to identify the bargaining unit employee(s) who shall be laid off is outlined below.
- Section 4: When a layoff occurs, the Employer shall group employees into three (3) tiers. The Superintendent shall lay off employee(s) in tier 1 first. Once tier 1 is exhausted, the Superintendent shall lay off employee(s) in tier 2. Once tier 1 and tier 2 are exhausted, the Superintendent shall lay off employees in tier 3. In deciding who is laid off within each tier, the Superintendent will consider the following factors: work history, operational need, and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.

### a. Layoff Tiers

#### Tier 1:

- First year employees who have not received an overall “exemplary” rating.
- Employees who have received an overall “unsatisfactory” rating on their end of year performance evaluation within the past three (3) academic years.
- Employees who have received two (2) or more overall “needs improvement” and/or “unsatisfactory” ratings on their end of year performance evaluations within the past five (5) academic years.
- Employees who have received an unpaid suspension within the past five (5) academic years.
- Employees who have received three (3) or more written warnings within the past five (5) academic years.

#### Tier 2:

- Employees within their first three (3) years of employment as bargaining unit members who *have not received* an overall “exemplary” performance evaluation.

**ARTICLE XXIV  
VACATION**

**Vacation**

Employees shall be entitled to receive four (4) vacation days to be designated between Christmas and New Year's and two (2) vacation days to be designated during the February break.

A Utility Worker who works a 52-week work year will receive 10 paid vacation days annually; 15 paid vacation days after completion of 5 years of service; and 20 paid days after completion of 10 years of service. The number of vacation days will be pro-rated in any year in which the employee works less than a full year. Vacation days must be requested in advance through the Director of Nutrition Services.

**ARTICLE XXV  
INCLEMENT WEATHER / SNOW DAYS**

**Inclement Weather / Snow Days**

In the event that school is canceled due to inclement weather, employees shall be paid for up to a maximum of two (2) days per school year.

The parties acknowledge that if additional days occur during the year, employees will make up those days at the end of the academic year.

Employees may request use of accrued personal days when school is canceled but administrative/central offices are open. Such request must be made through the employee management software or may call in under the district's procedure if computer access is limited.

**ARTICLE XXVI  
PERFORMANCE EVALUATION**

**Performance Evaluation**

An evaluation form and process will be developed and implemented no later than December, 2017. Beginning with the SY 2017-2018, step advancement for each employee will be based on performance.

1. All employees will be evaluated annually by the principal or designated supervisor.
2. Employees must achieve a rating of proficient or exemplary in order to receive a wage increase.
3. Employees who achieve a needs improvement may receive a wage increase with an administrative approval.
4. Employees who achieve an unsatisfactory rating shall not receive a pay increase.

Evaluation Committee

An Evaluation Committee shall be established consisting of two members of the bargaining unit selected by the Union, two representatives from the Lawrence Public Schools selected by the Superintendent and one representative from a third party institution (such as university) mutually selected by both groups.

A bargaining unit member can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the bargaining unit member shall immediately advance.

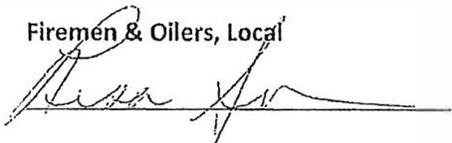
ARTICLE XXVII  
DURATION

This Agreement shall take effect upon execution and shall remain in full force and effect through June 30, 2023. This Agreement and the terms and conditions contained herein shall survive the expiration of the Receivership of the Lawrence Public Schools.

Ratified in the City of Lawrence on this the 22nd Day of June in the Year 2020.

The parties have hereunto executed this Agreement.

Firemen & Oilers, Local



Lisa Ireson, Business Agent

Lawrence Public Schools

Cynthia Paris, Superintendent

Daniel Rivera,  
Mayor, City of Lawrence



David M. Connelly, LPS Counsel

Ventura Rodriguez  
Interim Chair, LAE Receiver Board

Approved as to Form:



Raquel D. Ruano, City Solicitor

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