

AGREEMENT

Between the

LAWRENCE SCHOOL COMMITTEE

and the

UFCW Local 1445 Licensed Practical Nurses

Effective Date: July 1, 2018

Expiration Date: June 30, 2021

PART I

INTRODUCTION

Central to the vision of the Lawrence Public Schools is the empowerment of individual schools in a decentralized district environment. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, local stakeholders will 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.

- **School Medical Professionals.** This document presents professional policies for working conditions, compensation, and evaluation of members.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the ultimate 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 educational priorities.

ARTICLE 1

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."

UFCW Local 1445

The Lawrence School Committee recognizes UFCW Local 1445, as the exclusive bargaining representative for all Licensed Practical Nurses employed by the Lawrence School Committee.

ARTICLE 2

DEFINITIONS

- The term "committee" as used in this Agreement means the Lawrence School Committee and the school administrative organization.
- The term "parties" as used in this Agreement refers to the committee and the union as participants in this Agreement.
- The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
- The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- The term "member" and the term "person" as used in this Agreement mean a person employed by the committee in the bargaining unit as described in Article 1.
- The term "Union representative" as used in this Agreement means any qualified designee of the union.
- Wherever the term "elementary" is used in this Agreement it is to include kindergarten and pre-kindergarten.
- Wherever the singular is used in this Agreement, it is to include the plural.
- The term "administration" as used in this Agreement refers to the Superintendent or any qualified designee of the Superintendent so stated in writing.

ARTICLE 3

MANAGEMENT RIGHTS

Subject only to the limits expressly stated in this Agreement, UFCW local 1445 recognizes that the Lawrence School Committee and the Superintendent retain the exclusive rights 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 positions in whole or in part, provided that no bargaining member shall be laid off, except in instances where the Superintendent utilizes the process described in Article 4 of this Agreement.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

The Superintendent and the School Committee reserve and retain the customary and other rights afforded to them by statute or otherwise.

ARTICLE 4

CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this Agreement which the Superintendent deems necessary to maximize the rapid improvement of academic achievement of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a 45 calendar 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 issue not covered by this agreement the Superintendent may implement changes after a 20 calendar day period of good faith negotiations.

This article shall not be subject to arbitration.

ARTICLE 5

DURATION OF AGREEMENT

The duration of this Agreement is July 1, 2018 through June 30, 2021.

PART II

UNION PRIVILEGES and RESPONSIBILITIES

ARTICLE 6

NON-DISCRIMINATION

Neither the School Committee nor the Union shall discriminate against employees covered by this Agreement on account of Union activities, race, color, religion, sex, age, national origin, physical or mental disability, sexual orientation, gender identity, genetic information, military service, or because of marital, parental or veteran status.

ARTICLE 7

PAYMENT OF DUES

Effective upon execution of this Agreement, union dues or fees shall be deducted bi-weekly from the salary of each employee who executes and remits to the committee a form of authorization for payroll deduction of union dues. Remittance of the aggregate amount of dues shall be made to the union secretary-treasurer as soon as practicable following the period for which dues are deducted.

ARTICLE 8

PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

Members of the bargaining unit who choose to be an agency service fee member shall pay to the Union an agency service fee equal to the amount commensurate with the cost of collective bargaining and contract administration. The Union agrees to indemnify and save harmless the

City and/or the Committee against any and all claims, demands, costs, or other liability including but not limited to reasonable attorney's fees incurred in complying with Articles 7 and 8. Service fees shall be deducted bi-weekly from the salary of each employee who executes and remits to the committee a form of authorization for payroll deduction of fees. Remittance of the aggregate amount of fees shall be made to the union secretary-treasurer as soon as practicable following the period for which dues are deducted.

It shall be a condition of employment that any member of the bargaining unit as defined in Articles 1 and 2 herein who is not a member of the Union shall, on or after the thirtieth day following the beginning of this employment or the effective date of this Agreement, whichever is later, pay a service fee.

ARTICLE 9

BUILDING COOPERATION

The Parties agree that it is important to establish and maintain positive and professional relationships between the building principals (as chief executives of the buildings), supervisors of nursing, and Union building representatives. The Parties agree to promote healthy cooperation and communication between the principal, supervisors of nursing, and the building representative in the interests of encouraging student academic growth.

No member shall engage in Union activities during the time he/she is assigned to other duties.

ARTICLE 10

PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any member for expression of a member's views.

Nothing contained herein shall be construed to permit any organization other than the Union to participate in the processing of a grievance.

Nothing contained herein shall be construed to prevent any person from informally discussing any dispute with his/her immediate superior or processing a grievance on his/her own behalf in accordance with the grievance procedure.

ARTICLE 11

BULLETIN BOARDS

Bulletin board space for posting union notices will be provided.

ARTICLE 12

UNION STEWARD AND USE OF FACILITIES BY UNION

The School Department agrees to recognize stewards for the purpose of handling employee grievances and conducting normal union business, subject to the operational needs of the school and/or district. The name of the union stewards shall be provided to the Superintendent's office by October 1 of each academic year. Only one steward at a time shall be afforded the access and benefits described in the Article.

Authorized union representatives will be allowed reasonable access to school buildings for the purpose of resolving grievances or other official union business. Upon notification by the Union, the Superintendent shall authorize one or more official representatives of the Union to visit school during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

Before the opening of, during, and after the close of school, the Union shall have the right to use designated areas in school buildings for meetings of members, provided there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the principal in advance. All requests for building use shall conform to School Committee Rules and Regulations provided, however, that there shall be no cost to the Union for such meetings if no overtime custodian cost is involved.

The Union shall have the right to place Union-related materials in the mailboxes of members.

ARTICLE 13

GRIEVANCE PROCEDURE

It is the intent of the parties to the Agreement to use their best efforts to encourage the informal and prompt settlement of grievances which may arise between the Union or a member or members of the bargaining unit and the District. In recognition of this intent, the parties agree that they shall use the procedure set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all disputes involving alleged violations of specific provisions of this Agreement, except as excluded below or otherwise in this agreement. The following articles and matters shall not be subject to the grievance and arbitration procedure:

- Management Rights
- Changes During Life of the Agreement

- School Operational Plans & School-Based Decision-Making (subject to mediation as outlined in Section 6, below)
- Hiring
- Assignments
- Evaluation
- Health Insurance
- Other Compensation (Article 41)

In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. 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.

Section 2: The grievance shall be submitted in writing to the building principal within 30 days of the alleged violation and shall identify with specificity the provision(s) of the Agreement alleged to have been violated.

Section 3: An aggrieved member shall first discuss the dispute with his/her principal either directly or accompanied by the Union representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the member within five (5) school days after receiving the complaint.

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: Arbitration

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration, except for matters identified in paragraph 1 of this article. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American

Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings 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 decision of the arbitrator shall be final and binding. The arbitrator's fee will be shared equally by the parties of the dispute. In rendering a decision, the arbitrator shall have no authority to add to, detract from, alter or amend the agreement in any way and shall have no authority to render an award with respect to matters of inherent managerial rights or other rights granted to the Superintendent and/or School Committee or Receiver by statute.

Any underlying act or omission that results in a grievance shall have occurred while the Agreement was in effect in order to be processed to arbitration.

Section 6: Mediation

A grievance alleging a violation of School Operational Plans and School Based Decision Making may be filed under the provisions of sections 1 through 4 of this Article. If the grievance is not resolved after presentation at step 4, mediation of the grievance may be initiated in accordance with the following provisions.

- A. Within 10 days of receipt of the decision at step 4, the Union may demand mediation of the dispute. Within forty (40) days of the demand for mediation the parties shall meet for the purpose of mediation. The mediations shall take place at the District Administration Building. The parties agree to maintain a list of mutually agreed upon mediators to be assigned grievances on a rotating basis. The parties agree to review their list annually, or more often if requested by either party, and adjust the list as mutually agreed upon by the parties.
- B. If one of the above mediators is unable to schedule a mediation conference within forty (40) days from the receipt of the appeal, it will be referred to the next mediator in line. The fees and expenses of the mediators shall be shared equally by the parties.
- C. Mediation is an informal, off-the-record process in which the parties are free to disclose to the mediator the essence of the dispute without detriment to their legal position. Confidential information disclosed to a mediator in the course of the mediation shall not be divulged by the mediator. All records, reports, or other documents received by the mediator while serving in that capacity shall be confidential. The mediator shall not be compelled to divulge such records or to testify in regard to the mediation in any adversarial proceeding or judicial forum.

The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any arbitral, judicial or other proceeding:

- a. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - b. Admissions made by another party in the course of the mediation proceeding;
 - c. Proposals made or views expressed by the mediator; or
 - d. The fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- D. The mediator does not have the authority to impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute.
- E. Mediation shall conclude in one of the following ways:
- a. By the execution of a settlement agreement by the parties; or
 - b. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

Section 7. Miscellaneous Provisions

Failure to process a dispute within the allotted time shall result in the waiver of the grievance.

Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.

The Union shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.

Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Union representative or by any other member of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other organization other than the Union.

When a member does not wish to be represented in the grievance procedures by the Union, the Union will have the right to be present at all steps and to state its views.

No individual who does not represent the Union may act as a representative of any other member on more than one occasion.

If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Union may attend without loss of pay. The time of the hearings shall be held at the discretion of the arbitrator; the arbitrator shall obtain the Superintendent's approval for the time of hearing.

Both the Superintendent and the Union shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.

The Introduction and the narratives preceding each “part” of this document shall not be subject to the provisions of this article.

ARTICLE 14

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.

PART III

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 15

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 President 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.

ARTICLE 16

WORK YEAR

The work year will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent.

Beginning with the 2013-2014 school year, each school's program shall be a minimum of 1330 hours per school year. The Superintendent may approve deviations to this provision with reasonable justification.

The normal work year for LPNs shall be 185 days. All work beyond the regularly scheduled work year shall be offered on a voluntary basis by qualifications and abilities. In the event that an assignment is not filled on a voluntary basis, the superintendent or his designee may direct a member to cover the assignment.

ARTICLE 17

WORK DAY

Members shall devote the time required, consistent with school operational plans, to achieve and maintain high quality education in the Lawrence Public Schools. For example, unless formally

excused, members shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, graduations and other similar activities.

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

ARTICLE 18
ACADEMIC CALENDAR

The Superintendent will establish a baseline school calendar each year, including student start date, school vacations and holidays.

The Superintendent may alter the academic calendar each year as needed.

School and professional development sessions will not be held on state and federal holidays. However, academic programs such as Acceleration Academies may be held on these days. LPNs may be required to complete up to twenty-one (21) hours of professional development during the course of their normal workday. Any additional required hours of professional development will be compensated at the designated hourly rate of pay.

ARTICLE 19
HOLIDAYS

The following holidays or days observed as a legal holiday shall be allowed and each Licensed Practical Nurse shall receive a full day's pay for each, provided the nurse works his/her last scheduled day before and the first scheduled day after the holiday:

New Year's Day Labor Day Martin Luther King's Birthday

Columbus Day President's Day Veterans Day

Good Friday Thanksgiving Patriot's Day

Day After Thanksgiving Memorial Day Christmas Day

If Veterans Day falls on a Saturday and Saturday is not a scheduled work day for an employee, the employee will not be compensated for Veterans Day.

ARTICLE 20
SENIORITY

Seniority shall be based upon date of hire in the bargaining unit.

ARTICLE 21

HIRING

In filling positions, principals have the authority to select the best-qualified staff from both internal and external candidates without regard to seniority.

ARTICLE 22

ASSIGNMENTS

LPNs shall be assigned to positions and functions deemed by the employer to be in the best interests of the district.

ARTICLE 23

DUTY FREE LUNCH

Each member will be provided with a thirty (30) minute duty free lunch period.

ARTICLE 24

REDUCTION IN FORCE

The Superintendent has the right to lay off members due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons. The Superintendent will establish the selection criteria for layoffs of members. Such selection criteria may include, but are not limited to qualifications, licensure, work history (including elements such as discipline, attendance, evaluations, etc.), operational need and the best interests of the students. Where all other factors are equal, seniority may be used as the deciding factor.

ARTICLE 25

DISMISSAL AND DISCIPLINE

No LPN shall be disciplined or discharged except for good cause.

PART IV

EVALUATION AND SUPERVISION

ARTICLE 26

EVALUATION

Evaluations will be conducted by the Principal each school year. For members who do not report to a particular principal, the evaluation will be conducted by a designee of the Superintendent. Each member will meet with their Principal to set goals for the year. The Principal will consider these goals, along with a review of factors reflected in the current LPN performance evaluation form, when conducting an evaluation.

The evaluation process will allow the principle to rate the nurse regarding completion of each goal as: unsatisfactory, needs improvement, proficient, or exemplary.

Members shall be provided with a copy of all written observations and evaluations.

Prior to the start of the 2018-2019 school year, the Union may request to meet with the Administration regarding the evaluation system. If the Union requests to meet, the Administration will meet with the Union within a reasonable period of time in order to discuss recommendations regarding the evaluation system. Any recommendations made by the Union will be considered by the Administration prior to the start of the 2018-2019 school year.

PART V

COMPENSATION: BENEFITS

ARTICLE 27

SICK LEAVE

Fourteen (14) days of full pay shall be allowed during the school term from August to June. Any and all of the fourteen (14) days of full pay that have not been used may be carried over to the following year's allowance and such allowance may accumulate to 200 days of full pay. Up to three (3) days of accrued sick leave may be used for illness in the employee's immediate family and/or household. Upon retirement or death, a nurse shall receive the cost equivalent of 1/3 of her/his unused sick leave. To be eligible to receive payment for unused sick leave upon retirement, a retiring LPN must notify the Superintendent sixty (60) days prior to retiring unless there are extenuating circumstances. Members hired after July 1, 2015 will not be eligible for payment for unused sick leave upon retirement.

ARTICLE 28

SICK LEAVE ABUSE

Both parties to this Agreement believe that paid sick leave is an important benefit for employees and that any abuse of sick leave is detrimental both to the students of Lawrence and the membership of the Union. While recognizing that only a small fraction of members may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.

"Situations which suggest abuse" shall be a series of absences which suggest a pattern, which may include, for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

No action undertaken more than one year previously without recurrence of such abuse shall be considered in evaluating a situation which suggest abuse in subsequent school years.

When the principal believes that an Employee's absenteeism is a situation which suggests abuse, then the principal shall notify such Employee and shall meet with the Employee in order to determine whether the Employee has a valid excuse acceptable to the Employer or justification for such absenteeism. The member may have a union representative present at this meeting.

The principal may require a medical certificate. Medical certification shall be defined as a written documentation of illness and/or inability to attend work which details the medical condition and treatment plan with periodic updates from a physician, nurse, chiropractor, dentist, or other qualified health care provider.

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 29

WORKERS COMPENSATION

Bargaining unit members absent due to a work related injury or illness shall be covered exclusively by M.G.L. Chapter 152 (Workers' Compensation Law), which shall not be subject to the arbitration provision of this Agreement. A member may at his/her option apply that portion of any sick leave days in his/her account that will permit him/her to maintain his/her salary during the period of the work related injury or illness. For each day of absence the bargaining unit member will be charged with that portion of sick leave day which represents the difference between the Worker's Compensation payment and his/her regular pay.

ARTICLE 30

MILITARY LEAVE

Every nurse who is a member of a service component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, 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. This shall apply to reserve service which the nurse cannot postpone to the summer vacation

ARTICLE 31

PERSONAL LEAVE

Each member shall be granted two (2) personal days per year. Such personal leave days not used at the end of the year are to be added to sick leave accumulation. Notice of intent to take a personal day shall be provided to and approved by the Superintendent or his designee at least forty eight (48) hours in advance, except where an unforeseen emergency prevents such notice. Scheduling of personal days shall be subject to the discretion of the Superintendent or his designee. Personal days cannot be used to extend a holiday or weekend without a written request and approval by the Superintendent.

ARTICLE 32

MATERNITY LEAVE

LPNs will be provided an unpaid leave of absence of up to six (6) months (which is inclusive of any benefit provided by state law) after date of delivery. Sick time may be used before and after delivery as allowed by law.

ARTICLE 33

BEREAVEMENT LEAVE

Each member shall be granted shall be granted five (5) days leave with pay in her/his immediate family occurring during the scheduled work year. For the purpose of the Article, the term “immediate family” shall include the following: father, mother, spouse, child, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law and sibling. Each member shall be granted three (3) days of leave with pay in the event of the death of a grandparent. Each member shall be granted (2) days leave in the case of death of a brother-in-law, sister-in-law, aunt, or uncle is funeral is on a scheduled work day. Each member shall be granted (1) day of leave in the case of death of a cousin or person residing in the same household, if the funeral is held on a scheduled work day. All bereavement leave is to be taken at the time of the funeral.

ARTICLE 34

UNPAID LEAVES OF ABSENCE

The Superintendent or his/her designee may grant an Employee, upon request, a leave of absence without pay for any period of time. Examples of such leave include, but are not limited to, leave for personal illness, personal leave, and educational leave. The Superintendent or his/her designee must approve this leave of absence in advance. The Union shall be notified if the Employee is granted the leave.

ARTICLE 35

PROFESSIONAL LEAVE

The Committee may grant reasonable time off with pay whenever it is appropriate to do so, subject to the operational needs of the district, allowing members to attend professional or educational meetings.

ARTICLE 36

JURY DUTY

Any nurse covered by this Agreement who is called to serve on jury duty during the scheduled work year shall be entitled to receive pay at regular rates for the time absent on jury duty minus any pay received for jury duty. Verification of jury duty will be provided in the form of a certificate of attendance.

ARTICLE 37

HEALTH INSURANCE

Pursuant to Chapter 58 of the Acts of 2010, for members who meet eligibility criteria, 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.

Effective September 1, 2004, 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 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 38

PENSION

Eligible bargaining unit members shall be covered by the provisions of G.L. c. 32 as applicable.

ARTICLE 39

EDUCATION/CEUs/TUITION REIMBURSEMENT/PROFESSIONAL LIABILITY

The school district shall offer up to \$500 annually for tuition reimbursement for course work pre-approved by the Superintendent or his/her designee and credit used toward achieving a BSN.

The school district will pay for all LPN professional liability insurance.

Tuition for continuing education courses pre-approved by the Superintendent or his/her designees, which are required in order to maintain employment as a licensed practical nurse in the Lawrence Public Schools, shall be reimbursed up to one hundred fifty dollars (\$150.00) every two (2) years. Proof of successful completion and payment shall be submitted prior to the time of reimbursement.

PART VI:
ARTICLE 40
COMPENSATION

Annual Salary

A member will not advance to the next compensation step if, in the year when the member is set to advance a step, the member receives an evaluation with an overall rating of needs-improvement or unsatisfactory. A member with an overall rating of needs improvement may still advance to the next step with the recommendation of the principal and the approval of the Superintendent. If a member is denied a step advancement in a year on the basis of her/his evaluation, the member will be eligible for a step increase the following year.

Step	Effective 7.1.17	Effective 7.1.18 (retroactive)	Effective 7.1.19	Effective 7.1.20
1) 1 st – 2 nd year	29,168	29,868	30,568	31,218
2) 3 rd – 4 th year	31,132	31,832	32,532	33,182
3) 5 th – 6 th year	32,851	33,551	34,251	34,901
4) 7 th – 8 th year	34,699	35,399	36,099	36,749
5) 9 th – 10 th year	36,663	37,363	38,063	38,713
6) 11 th – 12 th year	38,741	39,441	40,141	40,791
7) 13 th – 14 th year	40,564	41,264	41,964	42,614
8) 15 th – 16 th year	42,262	42,962	43,662	44,312
9) 17 th – 18 th year	43,063	43,763	44,463	45,113
10) 19 th Plus years	43,863	44,563	45,263	45,913

Expanded Learning Time Stipend

Nurses working an extended day shall receive stipends in the following amounts based on hours worked (as defined in the teachers' contract):

1400-1449 hours	\$2000
1450-1499 hours	\$2500
1500-1549 hours	\$3000
1550-1599 hours	\$3500
1600-1825 hours	\$4000

The stipend compensation amount shall be included in base pay or otherwise considered as part of the nurse's annualized salary for retirement purposes.

Bus Stipend

Nurses performing bus duty shall receive the following stipends based upon the length of the daily bus run:

½ Hour Run	\$2,250
1 Hour Run	\$4,500
1 ½ Hour Run	\$6,750
2 Hour Run	\$9,000

The stipend compensation amount shall be included in base pay or otherwise considered as part of the nurse's annualized salary for retirement purposes.

Extra Duty

Extra duty hours such as summer school coverage, registrations, athletic programs, vacation (acceleration academies), and additional required hours of professional development (as discussed in Article 18 will be paid at the hourly rate of \$26.00 an hour (effective from July 1, 2018 (retroactive) until June 30, 2020) and \$26.50 (effective July 1, 2020).

All LPNs will be notified of the availability of extra duty, including bus duty, by email. Assignment of extra duty outside of the regularly scheduled work day, including bus duty, will be based on factors including, but not limited to, qualifications, abilities, seniority, attendance, work history, and performance, though the final decision is at the discretion of the District.

Longevity Pay

Nurses in the bargaining unit hired prior to June 30, 2002 will receive longevity pay on a yearly basis in accordance with the following schedule:

Years of Service	
5 – 9	\$500
10 – 14	\$600
15 – 19	\$700
20 +	\$800

Nurses in the bargaining unit hired between July 1, 2002 and June 30, 2015 shall be eligible for longevity on a yearly basis based upon the following schedule:

Years of Service	
15 – 19	\$700
20+	\$800

Longevity will not be paid to any nurse in the bargaining unit hired after July 1, 2015.

Evaluation Committee

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

A nurse can appeal to the Evaluation Committee for a secondary review if he or she does not receive the rating necessary for compensation advancement in a year where such advancement is scheduled. The Committee will examine the appeal and within a reasonable amount of time 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 nurse shall immediately advance.

ARTICLE 41

OTHER COMPENSATION

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Superintendent supports such action, the Superintendent shall notify the Union and may authorize the additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding members for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining members in the employment of the Lawrence Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

ARTICLE 42

METHOD AND TIME OF PAYMENT

Salaries of all personnel in the Unit shall be paid in equal installments, commencing at a time consistent with state law.

The employer may require direct deposit of employee paychecks.

Members may provide any required time sheets to the school electronically (*e.g.*, via email).

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

FOR LAWRENCE PUBLIC SCHOOLS:

FOR THE UNION:

By:

Title:

Date:

By:

Title:

Date: