



LAWRENCE
PUBLIC SCHOOLS

**School Safety Officers
Teamsters Local 170
and the
City of Lawrence
Lawrence Public Schools**

July 1, 2017 - June 30, 2020

LAWRENCE SCHOOLS

And

TEAMSTERS UNION LOCAL 170 SAFETY OFFICERS

Under the provisions of G.L. c. 69, section 1K, the Receiver of the Lawrence Public Schools herein presents terms and conditions of employment deemed necessary and desirable to maximize the rapid academic achievement of students of the Lawrence Public Schools. This plan includes components of the District Turnaround Plan, which are not subject to negotiations or collective bargaining, for informational purposes only. In making this presentation, the Receiver invites consideration, discussion and ultimately agreement with the Union. The Receiver explicitly reserves all rights under section 1K, the District Turnaround Plan, and under any other statute or regulations.

PART I **INTRODUCTION**

This document is presented in accordance with G.L. c. 69, s. 1K and the Lawrence Public Schools District Turnaround Plan, both of which provide for swift and fundamental change to the manner in which the School District has historically operated. The document generally memorializes changes to the Lawrence Public Schools that have already occurred (or are in the process of occurring) pursuant to the District Turnaround Plan and actions taken since the commencement of the Receivership.

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 centrally 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.

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

ARTICLE II
RECOGNITION

For the purpose of collective bargaining with respect to wages, hours, other conditions of employment, the negotiation of collective bargaining agreements, and any questions arising hereunder, the School Committee recognizes Local 170 as the exclusive bargaining agent and representative for all full-time and regular part-time Safety Officers employed by the School Committee, excepting, however, every such bargaining unit member who on the effective date of this Agreement is, or thereafter shall be, designated by the School Committee as a representative of it for the purposes of such bargaining, and the Superintendent, Assistant Superintendents and the Supervisor of Safety Officers and managerial and/or confidential bargaining unit members, as defined in Chapter 150E.

At the discretion of the Superintendent or his or her designee, the district may hire on an emergency basis, temporary school safety officer(s), who shall not be members of the bargaining unit. As an example, the officer(s) may be hired to fill a position temporarily vacated by a safety officer for an extended period of time. The emergency/temporary position will be posted to read "emergency/temporary only" and will follow the same posting guidelines as a permanent position. The emergency hire will be paid at the same rate as a permanent safety officer, however the emergency hire will receive none of the traditional benefits of a permanent hire. The term of the position ends with the return of the replaced permanent officer or sooner, at the discretion of the Superintendent or his designee. If the permanent officer vacates the position, the position may be posted in accordance with the District's administrative procedures regarding posting and hiring.

ARTICLE III
MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Local 170 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 bargaining unit members, and to conduct district operations in a safe and efficient manner, including the outsourcing of positions in whole or in part and implementation of part-time positions at its discretion.

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.

Nothing contained in the collective bargaining agreements 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. * Appendix A. IV.

ARTICLE IV
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.

ARTICLE V
DUES DEDUCTION AND AGENCY SERVICE FEE

1. The School Committee having accepted the provisions of Section 17A of Chapter 180 of the General Laws of Massachusetts and, in accordance therewith, shall certify to the Treasurer of Lawrence all payroll deductions for the payment of dues to the Union duly authorized by bargaining unit members covered by this Agreement.

2. It shall be a condition of employment that any member of the bargaining unit as defined in Article II 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 to the Union which shall be equal to the amount required to become a member and remain a member in good standing of the Union and its affiliates to or from which membership dues or per capita fees are paid or received, subject to General Laws c. 150E S 12 and the rebate procedure therein. The agency service fee shall be deducted from the wages of any Bargaining unit member who signs an authorization to that effect and such fees shall be transmitted to the Union as provided in Section 17G of Chapter 180 of the General Laws.

3. The Employer agrees to deduct from the pay of all Bargaining unit members covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such Bargaining unit members and agrees to remit to said Local Union all such deductions in accordance with City of Lawrence's payroll practices. Where laws require written authorization by the Bargaining unit member, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an Bargaining unit member who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the Bargaining unit member must make arrangements with the Local Union to pay such dues in advance.

4. The Employer agrees to deduct certain specific amounts each week from the wages of those bargaining unit members who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION in accordance with the City's payroll practices. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the Bargaining unit member has no earnings or in those weeks in which the Bargaining unit member's earnings shall be less than the amount authorized for deduction.

ARTICLE VI **UNION RIGHTS**

School Visitation by Authorized Union Representatives

Business Agent. Upon notification by the Union, the Superintendent or his/her designee shall authorize one or more official representatives of the Union to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement. Such representative shall provide notice of an intended visit and determine a pre-arranged time for the visit with the building principal or the Human Resources Director, and sign in and out on each occasion.

Steward. The Employer recognizes the right of the Union to designate a job steward and alternates. Upon notification by the Union, the Superintendent or his/her designee shall authorize the steward or an alternate to visit schools during working hours to confer on working conditions, grievances, or other matters relating to terms and conditions of employment provided that such visitation does not interfere with the daily operation of the safety service.

ARTICLE VII
GRIEVANCE PROCEDURE

The term "grievance" shall be narrowly construed to mean an express violation of a written provision of this Agreement. The School Committee's or Superintendent'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 or the JRC Decision 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.

Step 1. The Bargaining unit member or the Union shall present the grievance in writing to the Supervisor of Safety Officers with the object of resolving the matter informally. A grievance must be filed within thirty calendar days after the occurrence creating the grievance or within thirty calendar days after the Bargaining unit member or Union should reasonably have acquired knowledge of the occurrence. The Bargaining unit member or the Union and the Principal or immediate Supervisor outside of the bargaining unit for the individual not assigned to a school shall confer on the grievance with a view to arriving at a mutually satisfactory resolution. The Bargaining unit member may present the grievance personally or he/she may be represented by a Union representative. The Principal/Supervisor shall communicate his/her answer in writing to the Bargaining unit member and/or Union within fourteen (14) calendar days after receipt of the complaint. If the Principal/Supervisor's answer does not resolve the grievance then, within fourteen (14) calendar days thereafter, the grievance may be referred to the Superintendent or his/her designee.

Step 2. The Superintendent or his/her designee, within fourteen (14) calendar days after receipt of the written grievance, shall meet with the aggrieved Bargaining unit member and representatives of the Union in an effort to resolve this matter. The Superintendent or his/her designee shall notify the Bargaining unit member and the Union in writing of his/her disposition of the matter within fourteen (14) calendar days of this meeting. If the grievance is still unresolved, the Bargaining unit member and/or the Union may file for mediation of the grievance with the Board of Conciliation and Arbitration within fourteen (14) calendar days after receipt of the Superintendent's or his/her designee's answer.

Step 3. The parties will meet with the mediator from the Board of Conciliation and Arbitration to resolve the grievance.

Step 4. If the grievance still remains unresolved between the School District and the Union and/or Bargaining unit member after mediation, then either the School Committee or the Union may submit the matter to arbitration within fourteen (14) calendar days after the mediator has certified that the matter has not been resolved, pursuant to the Labor Arbitration Rules of the American Arbitration Association provided, however, that no grievance shall be submitted to arbitration that:

4.1. Involves a matter outside of the scope of the express terms of this Agreement, or a matter covered by the District Turnaround Plan, notwithstanding the fact that the matter may have been discussed as a grievance in Steps 1 through 3.

4.2 Involves a matter, which has not been presented timely according to the time limitations as set forth herein unless modified in writing by the mutual consent of the parties. Grievances may be processed during regular working hours provided they do not interfere with the assigned or scheduled duties of the personnel involved.

The arbitrator chosen shall have no power or authority to add to or subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties, subject to the provisions of General Laws Chapter 150C. The costs of the arbitration shall be shared equally by the Committee and the Union.

Nothing herein will prevent the parties from agreeing to have the Board of Conciliation and Arbitration appoint a mediator to resolve the dispute, prior to filing for arbitration. Mediation tolls the time period for filing for arbitration.

No safety person shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined in any way except for good cause.

ARTICLE VIII **PERSONNEL FILES**

1. Personnel files shall be maintained under the following circumstances:
 - a. No material derogatory to a Safety Officer's conduct, service, character or personality, shall be placed in the files by an administrator unless the Safety Officer is shown a dated copy prior to placement in file.
 - b. The Safety Officer shall have the right to submit a response to the statement within seven (7) calendar days after he or she has been shown a dated copy of material. The Safety Officer's answer shall also be included in the file.
 - c. Upon request, a Safety Officer shall be given access to his/her file in the presence of the Superintendent or his/her designee.
 - d. Upon receipt of a written request, the Safety Officer shall be furnished with a reproduction of any material in his/her file.

2. Grievances filed by any member of this unit under the grievance procedure shall not be put in that person's personnel file, nor shall the sole fact that a bargaining unit member filed a grievance be used against any person when applying for a new position.

ARTICLE IX
WORK YEAR/WORK DAY

1. A work year for all full year Safety Officers shall be 52 weeks, less vacation and holidays defined elsewhere in this agreement. The work year for school year Safety Officers shall be the school year plus time assigned after the student work year and one week for training prior to the opening of school.
2. The normal workday for this position shall be 8 hours and may be changed based upon the Operational Plan at the local school. A work shift may contain Saturday and Sunday work and night work, if the position is posted to include weekends or nights.
3. The workweek for bargaining unit members is 40 hours with a paid half hour for lunch to be taken at the school to which the Bargaining unit member is assigned.

ARTICLE X
HOURS AND OVERTIME

1. Compensatory time shall be calculated at the rate of 1.5 times the hours worked. The regular shifts shall be determined at the school level.
2. Overtime shall be defined as any work in excess of eight (8) hours of a regularly scheduled day, or forty (40) hours of a regularly scheduled week. All overtime shall be compensated at a rate of time and one half. A minimum of four hours is guaranteed for all overtime assignments.
3. Holidays shall be compensated at the day plus time and one half. If the holiday falls on vacation time, the Bargaining unit member will be paid for the holiday. Seniority by building on a rotating basis prevails on working holidays in which the school building is opened.
4. Overtime will be distributed on a fair equitable basis. The Union Steward and the Superintendent's designee will meet on a regular basis to monitor the distribution of overtime. The final decision regarding whether the overtime is necessary and the assignment of said overtime rests with the Employer.
5. Any available work outside a 42week Bargaining unit member's regular work year, which has not been assigned to a 52-Week Bargaining unit member, will be offered to the 42 week bargaining unit member assigned to the school in which the work is available.
6. A minimum of 4 hours pay will be provided if the Officer has to appear in court while not regularly scheduled for duty. The Officer will be reimbursed for mileage when he/she is required to use his/her own vehicle as per City of Lawrence Charter.

7. A minimum of 4 hours overtime is guaranteed for all call back duty not contiguous with a regular shift. Call back duty does not include circumstances where an officer is required to extend his shift beyond its normal conclusion, nor does a call back apply when an officer is required to report to work early. If an officer is required to work at a different location after his normal shift concludes, the assignment will be considered a call back.

8. School Safety Officers who apply for an intramural or varsity sport coaching position will be paid at the posted rate.

ARTICLE XI
HOLIDAYS

1. Bargaining unit members covered by this Agreement will receive holiday pay at the individual Bargaining unit member's daily rate for the following holidays if they are assigned to work the day before or the day after the holiday:

| | | |
|-------------------------------|------------------------------|---------------------------|
| New Year's Day (shut down) | Memorial Day | Christmas Day (shut down) |
| Martin Luther King's Birthday | Independence Day | Good Friday |
| Presidents' Day | Labor Day | |
| Patriots Day | Columbus Day | |
| Veterans Day | Thanksgiving Day (shut down) | |

A shut down means a period of time not exceeding 8 hours in which one member of the bargaining unit remains on call.

2. The day after Thanksgiving shall be granted as a day off with pay. Any Safety Officer who is called in or who otherwise works on either of the aforesaid days off with pay shall be guaranteed, in addition to his/her regular pay for the day, a minimum of four hours' pay at the rate of time and one-half.

3. In the event that one of the above paid holidays falls on a Saturday then, in the case of an Bargaining unit member who is not regularly scheduled to work on Saturday, he/she shall receive the preceding Friday or an alternative day if school is in session. In the case of a Bargaining unit member who is regularly scheduled to work on Saturday, he/she shall receive, in addition to his/her holiday pay, time and one-half for any hours worked.

ARTICLE XII
VACATIONS

1. Any 52-week member of the bargaining unit who is employed after the date of execution of this Agreement shall be entitled to two weeks' vacation if he/she has worked for thirty weeks prior to July 1, to three weeks of vacation upon completion of his/her fifth year of service, to four weeks of vacation upon completion of his/her tenth year of service.

2. Members shall submit vacation requests on/or before January 1. The immediate supervisor shall assign vacation by February 1. All vacation requests are subject to the approval of the Director and subject to the operational needs of the district. The selection of vacations shall be by seniority by building, or seniority by patrol unit.

3. The Supervising Administrator in the case of emergency may require an bargaining unit member to come in and work any part of a vacation, and pay will be at the rate of time and one-half (1 ½).

4. All 42-week members of the bargaining unit who transition or have transitioned to a 52-week position shall receive the number of weeks of vacation based on their starting date and years of service in the 42-week position and/or the total number of years in the 42-week and/or 52-week positions.

ARTICLE XIII **SENIORITY**

All seniority is based on the date of hire with the Safety Officers. If more than 1 person was hired on the same day, then the seniority is based on the individuals' descending order of birth date. All vacancies to be filled shall be posted for a minimum of ten (10) days in all schools on the Union bulletin board. In the selection of a Bargaining unit member to fill a vacancy, seniority will be a factor to be taken into consideration. Other factors include, but are not limited to, qualifications and abilities, attendance, disciplinary record, training and education and past performance. During the summer months, the Union Business Agent will be notified of a vacancy and he will notify the members of the bargaining unit.

The Receiver 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 Receiver will establish the selection criteria for layoffs including but not limited to: qualifications and abilities, work history, evaluations, attendance, training and education, past performance, operational needs and seniority.

ARTICLE XIV **TRANSFER AND PROMOTION**

In filling positions, the employer has the discretion to select the best qualified staff from both internal and external candidates without regard to seniority. The employer may, in its discretion transfer bargaining unit members, voluntarily or involuntarily from one assignment to another, based on the needs of the district.

ARTICLE XV
UNIFORMS CLOTHING ALLOWANCE and EQUIPMENT

Uniforms, as determined by Superintendent or his/her designee, and any required equipment shall be provided by the Employer and shall be replaced by the Employer if worn out, destroyed, damaged or lost in the normal course of duty without negligence on the part of the Bargaining unit member.

Badges will be furnished by the School Committee to each Bargaining unit member at no cost to him/her.

Bargaining unit members shall use reasonable care and shall reimburse the School Department for equipment lost or damaged through their own negligence. Uniforms and equipment shall be kept neat and clean by all Bargaining unit members and shall be worn in accordance with a dress code prescribed by the Superintendent or his/her designee. Uniforms shall be worn at all times while on duty. Bargaining unit members shall maintain a professional appearance at all times when on duty.

Uniforms issued to Bargaining unit members will consist of the following: 1 spring jacket, 1 winter jacket, 3 pants, 2 cargo shorts, 5 shirts (polo shirts with logo; 3 long sleeve; 2 short sleeve), 1 rain gear, 1 utility set, 1 badge, 1 name badge, rubber gloves, CPR kit, and 1 walkie-talkie with microphone.

Bargaining unit members must wear black leather shoes, boots or sneakers. No additional badges, stripes, pins, etc., can be worn with uniform unless issued by the Lawrence Public Schools.

It is understood and agreed that Safety Officers will maintain a professional appearance at all times when on duty. Uniforms will be worn during duty hours. Uniforms will be complete and maintained in a neat and orderly fashion. The School Department will reimburse each bargaining unit member \$200 per year for clothing allowance.

In addition to the clothing allowance referenced in the preceding paragraph, bargaining unit members with a minimum of six (6) months of service, will be furnished with a clothing voucher to purchase needed uniform replacement items that are worn/tattered and of no further use to the bargaining unit member. Effective School Year '18/19 the voucher will be for \$325.00 and redeemable only at the vendor listed on the voucher. The district will make every effort to distribute the vouchers in early December and allow vouchers to remain open for 90-calendar day.

Bargaining unit members will be provided access to a computer to perform work-related activities.

ARTICLE XVI
MILEAGE

Bargaining unit members whose regular duties require them to travel shall receive a per mile allowance that is equal to other bargaining unit members of the City of Lawrence. Bargaining unit members who incur travel expenses as part of their duties must submit documentation of said mileage to the Superintendent of Schools or his/her designee subject to the final approval of the Chairperson of the Lawrence School Committee.

ARTICLE XVII
SICK LEAVE

1. All 52-week Bargaining unit members may earn up to 15 sick days per year at the rate of 1.25 days per month of active service, and all 42-week bargaining unit members may earn up to 13 sick days per year at the rate of 1.08 days per month of active service.
2. Unused sick leave may be accumulated from year to year up to a maximum of 200 days.
3. When a member returns from extended sick leave, the School Committee reserves the right to require medical certification. In the event that the School Committee requires an independent medical examination, the School Committee will pay the full cost of the examination.
4. Sick Leave Abuse
 - a. There shall be no abuse of sick leave. "Situations which suggest abuse" shall be defined as more than 4 absences which suggest a pattern, as for example, absence occurring on Monday, Fridays and days immediately preceding or following holidays or vacation periods.
 - b. Medical certification shall be defined as a writing documenting illness and/or inability to attend work from a doctor, nurse, chiropractor, dentist, or other health care provider.
 - c. When the Employer believes that a Bargaining unit member's absenteeism is a situation which suggests abuse, then the Employer shall notify such Bargaining unit member and shall meet with the Bargaining unit member in order to determine whether the Bargaining unit member has a valid excuse acceptable to the Employer or justification for such absenteeism. The Employer shall provide written notice following such meeting to any Bargaining unit member whose excuse or justification was not accepted.
 - d. If the Bargaining unit member does not have a valid excuse acceptable to the Employer and an absence, which suggests abuse recurs, then the Bargaining unit

member shall submit a medical certificate for any subsequent absence and shall be advised that disciplinary action may result upon any recurrence of such abuse.

- e. 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.
- 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 XVIII **BEREAVEMENT LEAVE**

A total of five (5) days off without loss of pay will be granted to each Bargaining unit member covered by this Agreement in the case of and at the time of each death in the Bargaining unit member's immediate family defined as spouse, parent, grandparent, son, daughter, brother, sister, parent-in-law, foster parents or grandchild. Two (2) days will be allowed in the death of other close relatives to be determined by the Superintendent of Schools or his/her designee if the funeral is held on a scheduled workday.

All bereavement will be taken at the time of the funeral.

ARTICLE XIX **PERSONAL LEAVE**

Effective July 1, 2018 each member of the bargaining unit will receive two (2) personal days each school year. If not used, days will be carried over to sick time.

Said days may not be used to extend a holiday weekend, or vacation. The bargaining unit member will fill out a form indicating the reason for leave twenty-four (24) hours in advance of said leave. Approval of personal leave is subject to operational needs as determined by the employer.

ARTICLE XX **TRAINING AND PROFESSIONAL DEVELOPMENT**

Bargaining unit members shall attend and successfully complete all scheduled safety service seminars and training programs. Such training will be conducted for one workweek scheduled within two weeks prior to the start of the school year.

Bargaining unit members shall be informed of what criteria are necessary for successful completion of the seminar or training prior to said program or seminar.

An individual who attends but does not successfully complete a training program or seminar shall have a second opportunity to pass such program or seminar at the next available opportunity but no later than the following year.

If a Bargaining unit member is required to participate in a training program or take a course, the School Committee will reimburse the bargaining unit member for the total cost.

Every member of the bargaining unit will be trained for CPR, First Aid, First Response, and be retrained as needed. (Paid for by the School Committee.)

Bargaining unit members will be reimbursed for professional development activities related to their job duties, which are approved in advance by the Superintendent or his/her designee.

Other Programs

Bargaining unit members may be required to attend and successfully complete additional seminars and training programs as prescribed by the Superintendent or his/her designee provided, however, that assignment of such seminars and training programs shall be on a non-arbitrary basis.

ARTICLE XXI NON-DISCRIMINATION CLAUSE

The School Committee and the Union agree not to discriminate in any way against Bargaining unit members covered by this Agreement on account of membership or non-membership in the Union, the exercise of supervisory responsibility in the course of employment or on account of race, religion, creed, color, national origin, sex, age, or sexual orientation.

ARTICLE XXII NO-STRIKE CLAUSE

The Union, on its own behalf and on behalf of each of the Bargaining unit members whom it represents, hereby agrees and covenants that it will not authorize, approve, participate in or in any way encourage or condone any strike, work stoppage, slowdown or withholding of services in whole or in part, and including paid extra-hour services, from the Employer, the City of Lawrence School Committee and the City of Lawrence.

ARTICLE XXIII 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.

ARTICLE XXIV
EXTENDED LEAVES OF ABSENCE

The Superintendent or his/her designee may grant a Bargaining unit member, upon written request, a leave of absence without pay for period of time not to exceed the length of his/her work year. The Superintendent or his/her designee must approve this leave of absence in advance. The Union shall be notified if the Bargaining unit member is granted the leave.

ARTICLE XXV
PARENTAL LEAVE

An Bargaining unit member who is pregnant may remain in her position until the conclusion of her pregnancy; provided that at the end of the fifth month of pregnancy she provides an appropriate medical certificate of her fitness to continue in her position in all respects. In subsequent months, a Bargaining unit member may be asked for further medical certifications; provided, further, that a Bargaining unit member may be required to commence her leave at an earlier time if she is not satisfactorily performing her duties. A physician's certificate of fitness may be required before a Bargaining unit member is reinstated. The Bargaining unit member will be reinstated immediately upon giving sufficient written notice to the Superintendent of Schools or his/her designee so as to provide for an orderly transition.

A Bargaining member may use his/her accumulated paid sick leave for up to forty (40) days. Any Bargaining member who adopts a child is entitled to this same forty (40) day leave provision consistent with Massachusetts General Laws.

An additional one-year unpaid child-rearing leave may be granted at the discretion of the Superintendent or his/her designee.

Said Bargaining unit member shall retain all rights held prior to such leave. The term granted for child-rearing leave will not be credited as experience on the salary schedule and other service benefits.

ARTICLE XXVI
FAMILY AND MEDICAL LEAVE ACT

Bargaining unit members shall be entitled to the Family Medical Leave Act provisions as set forth in the School Department policy. Reference to the FMLA is for informational purposes only and the statute is not incorporated into this Agreement.

ARTICLE XXVII
SEVERABILITY CLAUSE

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.
2. In the event that any provision of the Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE XXVIII
PENSION PLAN AND 403B

All bargaining unit members shall be covered under the appropriate pension plan as mandated by the General Laws of the Commonwealth of Massachusetts.

The School Committee agrees to facilitate the voluntary participation of members of any 403B plan on any of the plans on the school department's approved list and shall take immediate steps to implement an IRA payroll deduction.

ARTICLE XXIX
PROTECTION

1. Principals shall immediately report orally all cases of assault suffered by School Safety Officers in connection with their employment to the Superintendent or his/her designee and in writing within 24 hours.
2. Whenever it is alleged that a School Safety Officer has assaulted a person or that a person has assaulted a School Safety Officer, the Principal and Superintendent or his/her designee shall conduct an investigation of the incident. The Superintendent or his/her designee shall comply with any reasonable request from the School Safety Officer for relevant information in the Committee's possession not privileged under law concerning the person or persons involved.
3. The Committee may indemnify a School Safety Officer in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of the negligence of such School Safety Officer or other act of him/her resulting in accidental damages to or destruction of property while acting as a School Safety Officer, and may indemnify a School Safety Officer in its employ for expenses or damages sustained by him/her by reason of an action or claim against him/her arising out of any other acts done by him/her while acting as such School Safety Officer; provided, in either case, that after investigation, it may appear to the Committee that such School Safety Officer was, at the time the cause of action or claim arose, acting within the scope of his/her employment and provided further that the defense settlement of any action or claim for which indemnification is sought under this provision shall have been made by the City Solicitor upon the request of the Committee or if the City Solicitor fails or

refused to defend such action or claim, by an attorney named by the Committee.

ARTICLE XXX
PERFORMANCE EVALUATIONS

The employer has an established performance based evaluation system for all bargaining unit members, which will continue to be implemented during the life of this agreement.

ARTICLE XXXI
LIGHT DUTY

An bargaining unit member who is unable to work due to an injury sustained in the performance of duty through no fault of his or her own, 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 bargaining unit member is capable of performing; and
2. The bargaining unit member’s physician or at the employer’s discretion a physician of the employer’s choosing, certifies the bargaining unit member’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 as assignment rests with the Director of School Safety whose decisions are final and binding and not subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXXII
TIMEKEEPING AND METHOD OF PAY

The employer may utilize and implement any reasonable method of bargaining unit member timekeeping and payroll processing that it deems to be in the best interests of the district. The employer may require direct deposit of bargaining unit member paychecks.

ARTICLE XXXIII
SALARY

Salary Increase Effective July 1, 2017:

| | | |
|-------------------|---|-------|
| Safety Officer | 1 | 15.39 |
| Safety Officer | 2 | 16.01 |
| Safety Officer | 3 | 16.66 |
| Safety Officer | 4 | 17.27 |
| Safety Officer | 5 | 17.85 |
| Safety Officer | 6 | 18.42 |
| Safety Officer | 7 | 18.60 |
| Safety Officer | 8 | 18.98 |
| Safety Officer | 9 | 19.27 |
| Officer in Charge | 1 | 16.03 |
| Officer in Charge | 2 | 16.67 |
| Officer in Charge | 3 | 17.29 |
| Officer in Charge | 4 | 17.82 |
| Officer in Charge | 5 | 18.48 |
| Officer in Charge | 6 | 19.06 |
| Officer in Charge | 7 | 19.25 |
| Officer in Charge | 8 | 19.64 |
| Officer in Charge | 9 | 19.93 |
| Lead Safety | 1 | 18.62 |
| Lead Safety | 2 | 19.25 |
| Lead Safety | 3 | 19.87 |
| Lead Safety | 4 | 20.51 |
| Lead Safety | 5 | 21.08 |
| Lead Safety | 6 | 21.66 |
| Lead Safety | 7 | 21.88 |
| Lead Safety | 8 | 22.32 |
| Lead Safety | 9 | 22.65 |

Increase Salary Schedule Effective July 1, 2018

| | | |
|-------------------|---|-------|
| Safety Officer | 1 | 15.70 |
| Safety Officer | 2 | 16.33 |
| Safety Officer | 3 | 16.99 |
| Safety Officer | 4 | 17.61 |
| Safety Officer | 5 | 18.21 |
| Safety Officer | 6 | 18.79 |
| Safety Officer | 7 | 18.98 |
| Safety Officer | 8 | 19.36 |
| Safety Officer | 9 | 19.65 |
| Officer in Charge | 1 | 16.36 |
| Officer in Charge | 2 | 17.00 |
| Officer in Charge | 3 | 17.63 |
| Officer in Charge | 4 | 18.18 |
| Officer in Charge | 5 | 18.85 |
| Officer in Charge | 6 | 19.45 |
| Officer in Charge | 7 | 19.63 |
| Officer in Charge | 8 | 20.03 |
| Officer in Charge | 9 | 20.33 |
| Lead Safety | 1 | 18.99 |
| Lead Safety | 2 | 19.63 |
| Lead Safety | 3 | 20.27 |
| Lead Safety | 4 | 20.92 |
| Lead Safety | 5 | 21.51 |
| Lead Safety | 6 | 22.10 |
| Lead Safety | 7 | 22.32 |
| Lead Safety | 8 | 22.76 |
| Lead Safety | 9 | 23.11 |

Increase Salary Schedule Effective July 1, 2019 by 2%.

| | | |
|-------------------|---|-------|
| Safety Officer | 1 | 16.01 |
| Safety Officer | 2 | 16.66 |
| Safety Officer | 3 | 17.33 |
| Safety Officer | 4 | 17.97 |
| Safety Officer | 5 | 18.57 |
| Safety Officer | 6 | 19.17 |
| Safety Officer | 7 | 19.36 |
| Safety Officer | 8 | 19.75 |
| Safety Officer | 9 | 20.05 |
| Officer in Charge | 1 | 16.68 |
| Officer in Charge | 2 | 17.34 |
| Officer in Charge | 3 | 17.99 |
| Officer in Charge | 4 | 18.54 |
| Officer in Charge | 5 | 19.23 |
| Officer in Charge | 6 | 19.83 |
| Officer in Charge | 7 | 20.02 |
| Officer in Charge | 8 | 20.43 |
| Officer in Charge | 9 | 20.74 |
| Lead Safety | 1 | 19.37 |
| Lead Safety | 2 | 20.02 |
| Lead Safety | 3 | 20.67 |
| Lead Safety | 4 | 21.34 |
| Lead Safety | 5 | 21.94 |
| Lead Safety | 6 | 22.54 |
| Lead Safety | 7 | 22.76 |
| Lead Safety | 8 | 23.22 |
| Lead Safety | 9 | 23.57 |

Step increases for bargaining employees will be effective on the first day of the fiscal year. In order to be eligible for a step increase, an employee must have six months of continuous service immediately prior to the start of the fiscal year and the appropriate evaluation criteria.

ARTICLE XXXIV
LONGEVITY

Employees currently receiving longevity will continue to receiving it for the duration of this contract at the current rates. No additional employees will be eligible for longevity.

| | | | |
|----------------|-----------------|-----------------|-----------------|
| <u>5 Years</u> | <u>10 Years</u> | <u>15 Years</u> | <u>20 Years</u> |
| \$1,847 | \$2,182 | \$2,632 | \$3,118 |

ARTICLE XXXV
DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 2017 and shall remain in full force and effect through June 30, 2020. 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 December in the Year of 2017.

The parties have hereunto executed this Agreement.

Teamsters, Local 170

Kenneth Bergen
Business Agent, Teamsters, Local 170

Lawrence Public Schools

Jeffrey Riley, Receiver/Superintendent

David M. Connelly, LPS Counsel

Daniel Rivera,
Mayor, City of Lawrence

Jeffrey Wulfson
Acting Commissioner of Elementary &
Secondary Education

Approved as to Form:

Sean Cronin, Fiscal Overseer

Charles Boddy, City Solicitor

NOTES