



# **Custodians**

**Laborers' International Local 175**

**and the**

**City of Lawrence**

**Lawrence Public Schools**

**July 1, 2019 - June 30, 2022**

## PART 1

### 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 central negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, the School District intends to have local stakeholders determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

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

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

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

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

## ARTICLE 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" and vice versa. The Receiver may also be referred to as "Employer" or "District". \*Appendix A.I of the District Turnaround Plan.

## **The Union**

The Employer agrees to recognize the Union Lawrence Public School Custodians Association ("Union" or "LPSCA") as the exclusive bargaining agent for all full-time and regular part-time custodians, but excluding the Supervisor and Assistant Supervisor of Custodians, by whatever title they may be known, and all temporary employees whose employment does not exceed 120 consecutive days, and all managerial, confidential, casual and other employees. The Employer further recognizes that the LPSCA has the sole and exclusive discretion to authorize the dues deduction from its members' wages to be sent to Laborers Local 175, and to further designate representatives of Laborers Local 175 as the collective bargaining representatives of its members in all phases of their employment relationship with the School Committee, including, but not limited to, negotiations, disciplinary hearings, grievance representations, arbitration and agency proceedings, and any litigation in state or federal court.

The positions comprising the bargaining unit shall be:

- Senior Building Custodians
- Building Custodians
- Building Custodians (in charge of a building)
- Permanent Intermittent Building Custodians
- Provisional after sixty days' employment

## **ARTICLE II**

### **UNION REPRESENTATIVES**

2.1 The Union shall have persons designated as official representatives of the Union, and their names will be submitted to the Employer. The Employer does further agree to recognize any authorized union official, and to permit said official to visit the school plants of the respective departments of the Employer, and to investigate working conditions in the school plant at all reasonable hours; and also for the purpose of adjusting disputes between the Employer and the Employees or any other matter relating to the terms and conditions of the Agreement. Whenever

possible, such representative shall provide notice of an intended visit, including the date and time of such visit, and sign in and out on each occasion or otherwise abide by any security or administrative procedure normally required by the Employer.

2.2 An Employee may be granted by the School Committee a leave of absence up to 5 days with pay while attending a convention of any Employee Union as an officer, delegate, or alternate delegate. Written approval by the Superintendent shall be required.

### **ARTICLE III**

#### **PAYMENT OF UNION DUES**

The Union shall secure authorization of payroll deductions for union dues. The Employer will request the Treasurer of the City of Lawrence to submit such sums in total to the Laborers Local 175 Treasurer.

### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

Subject only to the limits stated in this Agreement, the Union recognizes the Lawrence School Committee and its designees' right and authority to determine the policy and administer the affairs of the Lawrence School Department. This right and authority shall include, but not be limited to the right to appoint, promote, assign and transfer Employees; the exclusive right to manage its affairs, including (but not limited to) the right to determine the means and methods of operation to be carried out, to direct its employees, and to conduct district operations in a safe and efficient manner, implement part time positions at its discretion and outsource position in whole or in part, provided that no bargaining unit member shall be laid off and reasonable notice is given to the Union, exception in instances where the Employer utilizes the processes described in Article V of this Agreement.

Except where otherwise provided by any contract and subject to applicable law, nothing shall be construed in any way to alter, modify, change or limit this authority of the Receiver/Superintendent.

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 V

### HANDLING NEW ISSUES

Any changes to the provisions of this Agreement which the Superintendent deems necessary to maximize the rapid improvement of the academic performance of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a thirty (30) 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 Employer make immediate implementation appropriate.

For any issue not covered by this Agreement the Employer may implement changes after a twenty (20) day calendar period of good faith negotiations.

This article shall not be subject to arbitration.

## ARTICLE VI

### GRIEVANCE PROCEDURE

The term "grievance" shall mean any dispute concerning the application or interpretation of the terms of this Agreement. Provisions implemented in accordance with the District Turnaround Plan shall not be subject to the provisions of this Article.

6.1 Any grievance shall be settled in the following manner:

Step 1 The grievance shall be presented in writing, citing the article and section of this Agreement alleged to be violated, within seven (7) working days of its occurrence: The building principal where appropriate or a designee of the Employer shall respond in writing to the Union within ten (10) working days.

Step 2 If the grievance is not settled at the first step, it shall be presented in writing to the Employer within seven (7) working days of the response at Step 1. The Employer or his designee shall respond within fifteen (15) days.

Step 3 If the grievance is still unsettled, either party may, within fifteen (15) calendar days after the reply is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator, to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an arbitrator, the American Arbitration Association shall be requested to provide a list of ten (10) arbitrators. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be required to issue his decision within thirty (30) days after the conclusion of testimony and argument.

- 6.2 The expense for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made.

The arbitrator has no authority to render a decision 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. The arbitrator shall have no authority to alter, amend, add to or detract from this agreement.

- 6.3 A grievance involving disciplinary action shall be processed beginning at the second step. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and benefits that would have been due the employee. This provision shall remain in effect when the Agreement expires and successor negotiations have not concluded.

## ARTICLE VII

### HOURS OF WORK

- 7.1 Effective upon ratification, whenever a job is posted the initial hours of work will be included in the posting with an additional statement that these hours are subject to change by the school principal based upon the needs of the school subject to the provisions of this Agreement.
- a) The regular workweek for Custodians shall be 40 hours.
  - b) Employees working the second shift shall receive a differential of 6% of their base salary.
- 7.2 The Employer shall make reasonable effort to equalize the distribution of workloads. He/she shall likewise distribute overtime work among personnel in each area who ordinarily perform such related work in the normal course of their workweek.
- 7.3 Employees covered by this Agreement shall be paid overtime at the rate of one and one-half times their regular rate of pay for work in excess forty (40) hours in one week.
- 7.4 Any Employee called back to work on the same day after having completed his/her assigned work and left his/her assigned work and left his/her place of employment and before his/her next regular scheduled starting time, shall be paid at the rate of time and one-half for all hours worked on recall. Said employee will be guaranteed three (3) hours of pay at time and one-half. This section shall not apply to the scheduled building checks.
- 7.5 The pay for building checks shall be paid at the rate of time and one-half for one hour. Sunday building checks shall be completed after 6:00 p.m. from November 1 through March 30.

- 7.6 The Employer, or his designee, shall have the right to determine work schedules for custodians.
- 7.7 Whenever a contractor, with the exception of an employee of the City of Lawrence and/or the fire/burglar alarm contractor, is working in a school, it shall be mandatory that a custodian be in attendance.
- 7.8 All work performed on Sundays will be paid at one and a half (1.5) times the regular rate.

**ARTICLE VIII**

**WAGES**

8.1 A new salary structure has been developed for the custodian. This new structure is consistent with the Turnaround Plan. The compensation system was developed to compensate custodians based on their performance and to attract, retain and reward custodians in the District.

<b>1st Shift</b>		<b>7.1.19</b>	<b>7.1.20</b>	<b>7.1.21</b>	<b>1.1.22</b>
	1	\$18.45	\$18.82	\$19.01	\$19.20
end of 3rd Yr of Service	2	\$18.71	\$19.08	\$19.28	\$19.47
end of 5th Yr of Service	3	\$18.95	\$19.33	\$19.52	\$19.72
end of 7th Yr of Service	4	\$19.23	\$19.61	\$19.81	\$20.01
end of 10th Yr of Service	5	\$19.51	\$19.90	\$20.10	\$20.30
end of 12th Yr of Service	6	\$19.89	\$20.29	\$20.49	\$20.70
end of 15th Yr of Service	7	\$20.28	\$20.69	\$20.89	\$21.10

<b>2nd Shift</b>		<b>7.1.19</b>	<b>7.1.20</b>	<b>7.1.21</b>	<b>1.1.22</b>
	1	\$19.48	\$19.87	\$20.07	\$20.27
end of 3rd Yr of Service	2	\$19.76	\$20.16	\$20.36	\$20.56
end of 5th Yr of Service	3	\$20.03	\$20.43	\$20.63	\$20.84
end of 7th Yr of Service	4	\$20.32	\$20.73	\$20.93	\$21.14
end of 10th Yr of Service	5	\$20.62	\$21.03	\$21.24	\$21.46
end of 12th Yr of Service	6	\$21.02	\$21.44	\$21.65	\$21.87
end of 15th Yr of Service	7	\$21.43	\$21.86	\$22.08	\$22.30

<b>Head Custodian</b>		<b>7.1.19</b>	<b>7.1.20</b>	<b>7.1.21</b>	<b>1.1.22</b>
	1	\$21.10	\$21.52	\$21.74	\$21.95
end of 3rd Yr of Service	2	\$21.40	\$21.83	\$22.05	\$22.27
end of 5th Yr of Service	3	\$21.70	\$22.13	\$22.36	\$22.58
end of 7th Yr of Service	4	\$22.05	\$22.49	\$22.72	\$22.94
end of 10th Yr of Service	5	\$22.35	\$22.80	\$23.02	\$23.26
end of 12th Yr of Service	6	\$22.80	\$23.26	\$23.49	\$23.72
end of 15th Yr of Service	7	\$23.25	\$23.72	\$23.95	\$24.19

Beginning with the SY 2019-2020, all employees step advancement are based on performance. All employees will be evaluated annually by the supervisors.

- 8.2 Employees who currently receive longevity payments will be frozen at their current rates. Other employees who qualify for longevity payments by July 1, 2019 will receive the longevity payment; however, all other current employees and employees hired after July 1, 2019 will not be eligible for longevity payments.
- 8.3 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 custodian for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining custodians in the employment of the Lawrence Public Schools.

The Superintendent retains final discretion over the implementation of any additional compensation.

**ARTICLE IX**

**HOLIDAYS**

9.1 Employees covered by this Agreement will receive holiday pay at the individual employee's daily rate of pay. The following days shall be considered to be paid holidays:

- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | Labor Day                 |
| Martin Luther King Day | Columbus Day              |
| Presidents' Day        | Veterans' Day             |
| Patriots Day           | Thanksgiving Day          |
| Good Friday            | Friday after Thanksgiving |
| Memorial Day           | Christmas Day             |
| Independence Day       |                           |

and any other day that may be declared a holiday by the governor of the Commonwealth, the mayor of Lawrence or the School Committee, or as customarily granted by the Employer. Should any holiday fall on an Employee's normal day off, the nearest scheduled work day will be considered to be the holiday.

9.2 Holiday pay shall be eight (8) hours pay at straight time rate. If a holiday occurs within an Employee's vacation period, he/she shall receive an additional day of vacation with pay.

9.3 Any Employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to double his/her regular rate of pay for all hours worked, but in no case shall this be less in amount equal to four (4) hours work at the above rate. This section shall not apply to the Schedule of Building checks.

9.4 Employees working the second shift shall work the 10:00 to 6:00 shift the day before July 4, Thanksgiving, Christmas and New Year's Day providing the holiday is Tuesday, Wednesday, Thursday, Friday, or Saturday, upon the approval of the Building Principal.

**ARTICLE X**

**PERSONAL LEAVE**

Employees may 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. Personal days require a forty-eight (48) hour notice and the approval shall

not be granted during the first or last week of school and to extend any holiday or vacation period.

Employees must make a formal request to the immediate Supervisor at least 48 hours prior to the desired personal day.

Any unused personal leave days may be added to the Employee's accumulated sick leave.

## **ARTICLE XI**

### **NON-WORK DAY**

Employees hired on /or before June 11, 2010 will receive 1 (one) non-work day per year. Non-work days require a forty-eight (48) hour notice and the approval shall not be granted during the first or last week of school and to extend any holiday or vacation period.

Employees must make a formal request to the immediate Supervisor at least 48 hours prior to the desired non-work day.

Any unused non-work days will not accumulate into the new school year.

## **ARTICLE XII**

### **VACATIONS**

- 12.1 Employees who have been Employees for thirty (30) weeks or more of service shall be entitled to a paid vacation of two (2) weeks. The two (2) weeks' vacation may be taken after it is earned. After five (5) years of aggregate service, an Employee shall be entitled to a paid vacation of three (3) weeks, after ten (10) years of aggregate service, an Employee shall be entitled to a paid vacation of four (4) weeks, after twenty-five (25) years of aggregate service, an employee hired prior to July 1, 2019 shall be entitled to a paid vacation of five (5) weeks.
- 12.2 Employees entitled to more than two weeks paid vacation shall be allowed to take the balance of their vacation by seniority, with no more than two Employees off at any one time, from January 1 through December 31. Vacation shall not include school vacation weeks without authorization of the Building Principal. Notwithstanding the foregoing, vacation approvals are subject to the operational needs of the school/district.

- 12.3 Vacations must be approved in advance by the Employer or his designee. All vacations must be approved at least two (2) weeks in advance by the Employer or his/her designee.
- 12.4 When an Employee's vacation is postponed or he or she is called back from vacation, he or she will be paid time and one-half for all hours worked.
- 12.5 An employee may use vacation time after the use of accrued sick leave to supplement worker's compensation.

**ARTICLE XIII**

**HEALTH INSURANCE**

- 13.1 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 or this Agreement.  
Bargaining unit members who elect to forego health insurance coverage in accordance with Massachusetts General Laws Chapter 32B, Section 4 shall be eligible to receive an annual payment of \$1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee 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 32B 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.
- 13.2 The Employer shall provide 75% of the cost of a \$2,000 life insurance policy as adopted by the City.

**ARTICLE XIV**

**SICK LEAVE**

- 14.1 Except for the initial year of employment, when sick leave shall accrue at the rate of 1.25 days per month for a maximum annual accrual of 15 days, each employee shall be credited with sick leave with pay at the rate of fifteen (15) days on July 1 of each year. First shift Employees out sick must call in at least one (1) hour before his/her scheduled start time. Second shift custodians must call at least two (2) hours before their scheduled start time, barring extenuating circumstances.
- 14.2 Sick leave shall be accumulated to 250 days. Sick leave shall be granted for personal sickness or injury and for absence. Up to three days of accrued sick leave may be deducted

from sick leave each year may be used for illness in the employee's immediate family and/or household. The Superintendent or his/her designee reserves the right to require reasonable documentation of said family illness. Family illness days taken under this provision shall count as sick leave days and shall be deducted from sick leave accumulation and usage.

In addition, employees may be eligible for leave in accordance with the Family and Medical Leave Act (FMLA 29 U.S.C. §§ 2601 et seq.). Reference to this statute and its provisions is for informational purposes only. The parties do not intend to incorporate the statute into this Agreement.

14.3 In the case of absence due to an industrial accident, the Employer may make up the difference between his regular wages and the amount received from Worker's Compensation, pro-rated from accumulated sick leave. The Employee must make this request in writing. After three (3) consecutive days off during the summer, the Employer may request a doctor's note.

14.4 For Employees hired on/or before July 1, 2019, on retirement or death, each Employee or his/her estate, will be granted one-third of the accumulated sick leave to which he/she was entitled at the time of such retirement or death. The amount of accumulated sick leave to which the one-third applies in this paragraph is limited to 200 days.

#### 14.5 Sick Leave Abuse

- a. There shall be no abuse of sick leave. While recognizing that only a small fraction of custodians may abuse sick leave, the parties agree that abuse of sick leave should not be tolerated or condoned. Examples of situations which suggest abuse shall include 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, chiropractor, dentist, or other health care provider.
- c. When the Employer believes that an Employee's absenteeism is a situation which suggests abuse then the Employer 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 Employer shall provide written notice following such meeting to any Employee whose excuse or justification was not accepted. A principal may meet with the employee in order

to determine whether the employee has a valid reason to justify such absences. The employee may have a union representative at this meeting.

- d. If the Employee does not have a valid excuse acceptable to the Employer and an absence, which suggests abuse recurs, then the Employer shall submit a medical certification for any subsequent absence. Abuse of sick leave may lead to disciplinary action up to and including discharge.

In any situation which persists to the point where the employer deems it necessary to consider disciplinary action against a custodian for suspected abuse of sick leave the employer shall notify the Union.

- e. 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**

#### **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 XVI**

#### **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.

#### **ARTICLE XVII**

#### **RESPONSIBILITIES AND WORK LOADS**

Custodians are responsible to the Manager of Custodians in respect to the technical aspects of their work; and to the principals of the school to which they are assigned in regard to the operation of

that school. Custodians should not be held responsible for the supervision of children in or outside of the building before, during or after school hours, except in emergency situations.

The Manager of Custodians shall make reasonable effort to equalize the distribution of workloads.

## **ARTICLE XVIII**

### **VACANCIES**

18.1 The term "vacancy" shall mean an opening caused by promotion, death, pension, disability, resignation, discharge or any increase in manpower in a building or in the staff. All custodial openings shall be posted for no less than ten (10) business days in any manner determined most appropriate by the Employer. The notice of vacancy shall indicate the name of the school and class of the custodian which the position requires.

18.2 Custodians wishing to be considered for lateral transfer shall make written application to the Supervisor of Custodians or the designee of the Employer and such transfer shall be made in accordance with the provisions of section one of this article. The employer may choose the most qualified candidate for any vacancy according to the qualifications and abilities of the candidates.

In the selection of a bargaining unit member to fill a vacancy, seniority will be a factor taken into consideration when all other factors are equal. Other factors include, but are not limited to, qualifications and abilities, attendance, disciplinary record, training and education and past performance.

18.3 The Employer reserves the right to subcontract custodial work in the manner provided in Article V of this Agreement.

## **ARTICLE XIX**

### **SENIORITY**

19.1 Seniority shall be acquired by a full-time Employee after the completion of a six (6) month probationary period following his date of appointment as a custodian by the appointing authority. If two (2) or more people complete the probationary period on the same day, seniority shall be determined by a joint collaboration between the employer and the union.

19.2 An Employee shall lose his/her seniority if he/she:

- a. Resigns;
- b. Has three (3) consecutive unauthorized absences;
- c. Fails to return from an authorized leave;
- d. Is discharged for cause;
- e. Is laid off for a period of eighteen (18) months.

- 19.3 A seniority list shall be posted in the Custodian's room of all buildings once per year.
- 19.4 For the purpose of retirement, longevity and vacation accrual, seniority shall be based on the Employee's length of uninterrupted service in the full time employ of the City of Lawrence. For the purpose of general layoffs, seniority will be based on the employee's length of full time service within the bargaining unit.

## **ARTICLE XX**

### **DISCIPLINE**

During an Employee's 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.

No employee who has completed his or her probationary period but with fewer than three (3) full years of consecutive service shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for good cause.

The discipline or discharge of a non-probationary Employee shall be subject to the grievance and arbitration procedure provided for in this Agreement.

## **ARTICLE XXI**

### **UNIFORM CLOTHING ALLOWANCE**

- 21.1 The Employer agrees to pay each Employee \$200 per year for uniforms and protective clothing. This payment shall be due on the first pay period in December. The Employees agree to wear the uniform, which has been designated and approved by the Employer. Also, the Employees shall wear any emblems or decals provided by the Employer. Furthermore, the Employees agree that their working apparel will be neat and presentable at all times. In addition, each Employee shall receive an additional one hundred fifty (\$150) dollars per year to be used to purchase work clothes. This payment shall be made the last pay period in September.
- 21.2 The Employer agrees to provide all material, equipment, tools and license fees required to perform the duties assigned to the Employees covered by this Agreement. A snow blower will be provided for each school. All power equipment such as snow blowers, vacuum cleaners, rug-washing machines, lawnmowers, etc., shall be operational.

**ARTICLE XXII**

**MISCELLANEOUS**

- 22.1 Should any provision of this Agreement be found to be in violation of any Federal or State law by a Court of competent jurisdiction, all other provisions of this Agreement, and any benefit, privilege or working condition existing prior to this Agreement not specifically covered by this Agreement shall remain in full force and effect.
- 22.2 No Discrimination. The parties to this Agreement agree that they shall not discriminate against any person because of race, ethnicity, religion, creed, Union activity, color, sex, sexual orientation or age.
- 22.3 Overtime sheets must be approved by the Building principal or the Employer or his designee.
- 22.4 During summer vacation, the Employer or his/her designee may require a custodian absent for more than five (5) consecutive days due to illness to be examined by a City-appointed physician.
- 22.5 The Employer reserves the right to schedule up to three (3) days for professional development purposes.

**ARTICLE XXIII**

**PRINTING OF THE AGREEMENT**

The City of Lawrence will pay one-half of the cost of the printing of the contract in book form.

**ARTICLE XXIV**

**SAVINGS CLAUSE**

If any provisions of this Agreement or any application of the Agreement shall be found contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications will continue in full force and effect.

The parties hereby recognize that notwithstanding any provisions of this Agreement to the contrary, this Agreement is subject to the provisions of Chapter 69 §IK.

**ARTICLE XXV**

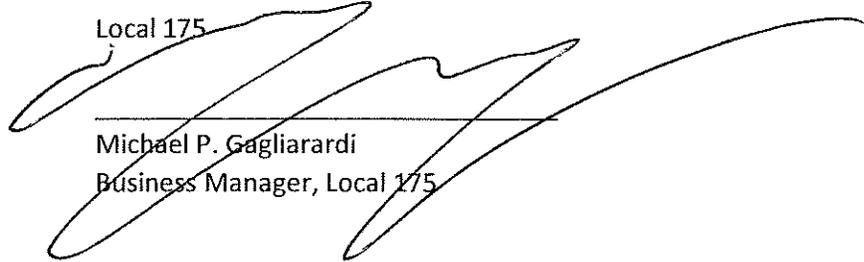
**DURATION**

This Agreement shall take effect upon execution and shall remain in full force and effect through June 30, 2022. 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 16th Day of October in the Year of 2019.**

**The parties have hereunto executed this Agreement.**

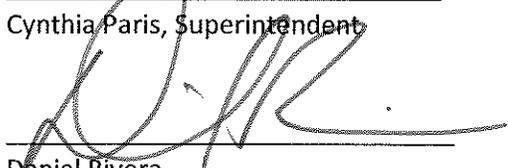
Laborers' International Union  
Local 175



Michael P. Gagliardi  
Business Manager, Local 175

**Lawrence Public Schools**

  
\_\_\_\_\_  
Cynthia Paris, Superintendent

  
\_\_\_\_\_  
Daniel Rivera,  
Mayor, City of Lawrence

  
\_\_\_\_\_  
David M. Connelly, LPS Counsel

  
\_\_\_\_\_  
John Connolly  
Chairman, Lawrence Alliance for Education

For Department of Elementary and Secondary Education

  
\_\_\_\_\_  
Commissioner Jeffrey Riley

**Approved as to Form:**

  
\_\_\_\_\_  
Raquel Ruano, City Solicitor