

Collective Bargaining Agreement

Between

Lawrence Administrative Support Staff Association, Local 6317,
American Federation of Teachers, AFT Massachusetts, AFL-CIO

and

Lawrence Public Schools

July 1, 2022 - June 30, 2025

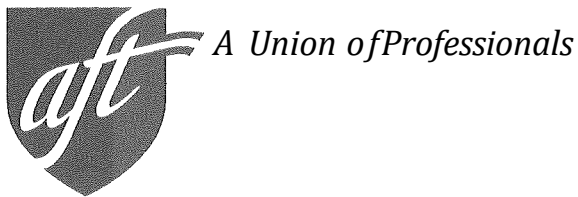


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PART I - INTRODUCTION

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.

- **Respect for Educational Support.** This document presents professional policies for working conditions, compensation, and evaluation of Administrative Support Staffs.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the 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 educational priorities.

ARTICLE 1 - PARTIES AND ASSOCIATION RECOGNITION

1.1 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, §1 K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent," it will be interpreted to mean the "Receiver."

1.2 Lawrence Administrative Support Staff Association, Local 6317, AFT Massachusetts, AFL--CIO

The Lawrence School Committee recognizes the Lawrence Administrative Support Staff Association, Local 6317, AFT Massachusetts, AFL-CIO as the exclusive bargaining agent for employees in, but not necessarily limited to, the following job classifications 42-week clerk, 52-week clerk, senior bookkeeper, enrollment support staff, senior specialist, and specialist staff.

ARTICLE 2- DEFINITIONS

- 2.1 The term "committee" as used in this Agreement means the Lawrence School Committee and the school administrative organization.
- 2.2 The term "parties" as used in this Agreement refers to the committee and the Association as participants in this Agreement.
- 2.3 The term "school" as used in this Agreement means any work location or functional division maintained by the school department.
- 2.4 The term "principal" as used in this Agreement means the responsible administrative heads of their respective schools.
- 2.5 The term "administrative support staff" and the term "person" as used in this Agreement means a person employed by the committee in the bargaining unit as articulated in Article 1.
- 2.6 The term "association representative" as used in this Agreement means any qualified designee of the Association.
- 2.7 Wherever the singular is used in this Agreement, it is to include the plural.
- 2.8 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

- 3.1 Subject only to the limits stated in this Agreement, the Lawrence Administrative Support Staff Association 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 unit member shall be laid off and reasonable notice is given to the Union, except in instances where the Superintendent utilizes the processes described in Article 4 of this Agreement.
- 3.2 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.

- 3.3 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

- 4.1 Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of the academic performance of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a forty-five (45) day period of good faith negotiations with the Union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.
- 4.2 For any issues not covered by this agreement, the Superintendent may implement changes after a twenty (20) calendar day period of good faith negotiations.

ARTICLE 5 DURATION OF AGREEMENT

- 5.1 This agreement is for the term July 1, 2022, through June 30, 2025. The terms and conditions of this collective bargaining agreement shall remain in full force and effect after its expiration while the parties are negotiating for a successor agreement.

PART II - ASSOCIATION PRIVILEGES and RESPONSIBILITIES

The Lawrence Public School District aims to "build on the assets of Lawrence students, parents, educators, community members, and partners" to create great schools for Lawrence. As a key District partner, the Lawrence Administrative Support Staff Association is uniquely positioned to be a force for positive change. The district seeks a genuine partnership with the Association and its members to drive rapid improvement in the Lawrence Public Schools.

ARTICLE 6 - FAIR PRACTICES

- 6.1 As sole collective bargaining agent, the Association will continue its policy of accepting into voluntary membership all eligible persons in that unit without regard to 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. The Association will represent equally all persons without regard to membership, participation in, or activities in, any employee organization.

- 6.2 The Committee agrees to continue its policy of not discriminating against any person on the basis of 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, or participation in, or association with, the activities of any employee organization.

ARTICLE 7 . PAYMENT OF DUES

- 7.1 The Association may secure authorization of payroll deductions for Association dues. Such authorization may be revocable as provided by law. The Committee will request the Treasurer of the City of Lawrence to submit such sums in total to the Association Treasurer.
- 7.2 The Association shall be notified of any Administrative Support Staff withdrawing or dropping from payroll deductions.
- 7.3 Any Administrative Support Staff desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee and the Association.

ARTICLE 8 - BUILDING REPRESENTATION

- 8.1 The principal shall recognize the Association building/school representative as the official representative of the Association in the school.
- 8.2 The Committee of Association representatives, that meet with the Superintendent of Schools or his/her designee for consultation on matters of educational programs during the school year, shall submit items for the agenda that apply to Administrative Support Staff personnel. An Administrative Support Staff may sit on this committee when school problems and policies relating to their employment are to be discussed.
- 8.3 No Administrative Support Staff shall engage in Association activities during the time he/she is assigned to regular work duties unless given such prior authority by the building principal or senior school management.

ARTICLE 9 . PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

- 9.1 Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representative from meeting with any Administrative Support Staff for expression of a Administrative Support Staff views.
- 9.2 Nothing contained herein shall be construed to permit any organization other than the Association to participate in the processing of a grievance.

- 9.3 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 10 - PRINTING OF AGREEMENT

- 10.1 The District agrees to pay one-half the cost of printing this Agreement in booklet form and to distribute copies of the Agreement to each member of the bargaining unit presently employed by the Committee and to each new Administrative Support Staff hired by the Committee. Additionally, the Committee may post a copy of the Agreement online.

ARTICLE 11 - USE OF FACILITIES BY Association

- 11.1 Before the opening of, during lunch time, and after the close of school-on-school days, the Association shall have the right to use designated areas in school buildings for meetings of Administrative Support Staffs, provided there is no interference with any scheduled school activities. The use of such designated areas shall be approved by the principal.

ARTICLE 12 - DISTRIBUTION OF MATERIALS

- 12.1 The Association shall have the right to place Association related materials in the mailboxes of Administrative Support Staff employees.

ARTICLE 13 - BULLETIN BOARDS

- 13.1 If available, the Association shall be provided a clearly designated bulletin board for the purpose of posting Association related notices and other materials.

ARTICLE 14-SCHOOL VISITATION BY AUTHORIZED ASSOCIATION REPRESENTATIVES

- 14.1 Upon notification by the Association, the Superintendent shall authorize one or more official representatives of the Association to visit schools during working hours to confer on working conditions, grievances, or other matters relating to the terms and conditions of this Agreement.

ARTICLE 15 - SCHEDULE FOR ASSOCIATION PRESIDENT

- 15.1 The President of the Association or his/her designee may be granted time off with pay for the purpose of representing the Administrative Support Staffs before local, state and national organizations, or to conduct the affairs of the Association. The total number of

days used for this purpose shall not exceed three (3), unless approval is granted in writing by the Superintendent.

ARTICLE 16 - LEAVE FOR CONFERENCES AND CONVENTIONS

16.1 With the approval of the Superintendent of Schools or his/her designee, no more than two (2) official delegates of the Lawrence Administrative Support Staff Association, Local 6317, shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences or other functions that contribute to the advancement of educational welfare in the City of Lawrence.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.1 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 Association 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, provided however, that disputes involving school-based decision making and other subject matter identified in Section 5 of this Article shall be resolved solely pursuant to the provisions of Section 7 of this Article. In order to settle grievances at the lowest possible administrative level, the organization and procedure for processing grievances shall be as follows:

Article	11	Parties and Association Recognition	Arbitration
Article	12	Definitions	Arbitration
Article	13	Management Rights	N/A
Article	14	Changes during the Life of the Agreement	N/A
Article	15	Duration of Agreement	Arbitration
Article	1a	Fair Practices	Arbitration
Article	11	Payment of Dues	Arbitration
Article	1a	Building Representation	Arbitration
Article	19	Protection of Individual and Group Rights	Arbitration
Article	10	Printing of Agreement	Arbitration
Article	111	Use of Facilities by Association	Arbitration
Article	112	Distribution of Materials	Arbitration
Article	113	Bulletin Boards	Arbitration

Article	14	School Visitation by Authorized Association Representatives	Arbitration
Article	15	Schedule of Association President	Arbitration
Article	16	Leave for Conferences and Conventions	Arbitration
Article	17	Grievance Procedure	Mediation
Article	18	Resolution by Peaceful Means	Arbitration
Article	19	Joint Labor/Management Study Committee	IN/A
Article	20	Left Intentionally Blank	IN/A
Article	21	School-based Decision-making ***"Changes to School Operational Plans throughout the Year" and "Areas for School-based Decision-making": Mediation; all else N/A	Hybrid**
Article	22	Work Year	Mediation
Article	23	Work Day	Mediation
Article	24	Academic Calendar	Mediation
Article	25	Administrative Support Staff Hiring and Promotions **Posting procedure only subject to Arbitration; all else Mediation	Hybrid**
Article	26	Administrative Support Staff Assignments/Changes to Assignments	Mediation
Article	27	Duty Free Lunch	Arbitration
Article	28a	Professional Development	Mediation
Article	29	Seniority **Creation and accuracy of Seniority list subject to Arbitration; all else mediation	Hybrid**
Article	30	Advance Notice of Resignation or Retirement	Mediation
Article	31	Reduction in Force	N/A
Article	32	Administrative Support Staff Dismissal and Discipline **Administrative Support Staff Dismissal: Statute: all other Administrative Support Staff discipline: Arbitration	Hybrid**
Article	33	Damage and Loss of Property	Arbitration
Article	34	School Facilities/Health and Safety	Arbitration
Article	35	Notice and Announcements	Mediation
Article	36	Assistance in Assault Cases	Arbitration
Article	37	Emergency Hires & Temporary Workers	Arbitration

Article	38	Evaluations - Arbitration** Under the standards set forth in the evaluation document	Arbitration**
Article	139	Sick Leave	Arbitration
Article	140	Sick Leave Abuse	Arbitration
Article	141	Sick Leave for Injury/Worker's Compensation	Arbitration
Article	142	Organized Reserved Forces	Arbitration
Article	143	Personal Leave	Arbitration
Article	144	Parental Leave	Arbitration
Article	145	Funeral Leave	Arbitration
Article	146	Leave without Pay	Arbitration
Article	147	Return from Leave of Absence	Arbitration
Article	148	Jury Duty	Arbitration
Article	149	Tax-Free Annuity	Arbitration
Article	Isa	Health Insurance	Mediation
Article	Is1	Life Insurance	Arbitration
Article	Is2	Pension	Mediation
Article	Is3	tuition Reimbursement	Arbitration
Article	154	Mileage Allowance	Arbitration
Article	Iss	Wage Increases **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article	56	Wage Increases **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article	57	Wage Increases **Explicit salary commitment from Human Resources: Arbitration; all else Mediation	Hybrid**
Article	Isa	Salary Structure	Arbitration
Article	Is9	Method and Time of Payment	Mediation
Article	160	Holldays	Arbitration
Article	161	Vacation Days	Arbitration
Article	152	Incident Weather	Arbitration
Article	163	Severance	Arbitration

Article	64	Longevity	Arbitration
Article	65	other Compensation	N/A

- 17.2 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.
- 17.3 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.
- 17.4 An aggrieved Administrative Support Staff shall first discuss the dispute with his/her principal either directly or accompanied by the Association representative with the objective of resolving the matter informally. The principal shall communicate his/her decision to the Administrative Support Staff within five (5) school days after receiving the complaint.
- 17.5 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.
- 17.6 Dispute Resolution Processes - The following table outlines processes to be used (i.e., arbitration, mediation, hybrid approach, or not applicable) to resolve disputes arising out of the enumerated articles:
- 17.7 Arbitration
- A If applicable, a grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Association to arbitration. 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.

- B. 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, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initiated by the parties to the dispute, and both will abide by it. The arbitrator's fee will be shared equally by the parties of the dispute. The Superintendent agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance, and the Association agrees that it will not bring or continue, and that it will not represent an employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator. 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.
- C. 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.

17.8 Mediation - A grievance alleging a violation of one of the articles identified as subject to mediation 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 Association 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. The mediator selected by the parties shall be assigned to mediate on the same day a minimum of four grievances unless otherwise agreed by the parties. 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:

- i. Views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
 - ii. Admissions made by another party in the course of the mediation proceeding;
 - iii. Proposals made or views expressed by the mediator; or
 - iv. 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:
- i. By the execution of a settlement agreement by the parties; or
 - ii. By a written declaration of the mediator, a party, or the parties to the effect that the mediation proceedings are concluded.

17.9 Miscellaneous Provisions

- A. All appeals within Sections 1 through 6 of this article must be taken within seven (7) calendar days of a decision. Failure to process a dispute within the allotted time shall result in the waiver of the grievance.
- B. Time limits specified in these procedures may be extended in any specific instance in writing by mutual agreement.
- C. The Association shall have the right to initiate and process grievances at any appropriate steps which are, in its judgment, general in nature.
- D. Any aggrieved person may be represented at all meetings and at all hearings at all steps in the procedures by the Association representative or by any other Administrative Support Staff of his/her choosing provided, however, that the aggrieved may not be represented by any officer, agent, or other representative of any other Administrative Support Staff organization other than the Association.

- E. When a Administrative Support Staff does not wish to be represented in the grievance procedures by the Association, the Association will have the right to be present at all steps and to state its views.
- F. No individual who does not represent the Association may act as a representative of any other Administrative Support Staff on more than one occasion.
- G. If hearings are held during school hours, the aggrieved and members of the Grievance Committee of the Association 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.
- H. The Association agrees that it will set up a Grievance Committee not to exceed three (3) members.
- I. Both the Superintendent and the Association shall have the right to legal assistance and/or stenographic assistance at all hearings, at their respective expense.
- J. The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 18 ♦ RESOLUTION BY PEACEFUL MEANS

- 18.1 The Association and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Association, 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.

ARTICLE 19 - JOINT LABOR/MANAGEMENT STUDY COMMITTEE

- 19.1 Interpretation/Translation Study Committee. The parties shall form a joint labor/management study committee to review bargaining unit employee translation and interpretation duties and expectations. The study committee will make recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2024.
- 19.2 New Employee Orientation and Training. The parties shall form a joint labor/management study committee to review how to provide Association orientations to new employees. The study committee shall also review and make recommendations on new employee training and expectations. The study committee will make recommendations, including any possible compensation, to the parties' respective collective bargaining teams on or before June 30, 2024.

ARTICLE 20 - LEFT INTENTIONALLY BLANK

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 21 - SCHOOL-BASED DECISION-MAKING

- 21.1 Each school will implement an annual school-based decision-making process. The parties intend maximum flexibility in school operations under this article. The Superintendent shall have sole and final authority to resolve any dispute related to the implementation or execution of a school operational plan.
- 21.2 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 Administrative Support Staff working conditions at the school for the following school year. Principals may submit a request to the Superintendent to alter their operational plans during a school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.
- 21.3 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:
 - o Wraparound services for students and families
 - o After-school programs
 - o School supplies
 - School curriculum issues
 - Professional development activities applicable to the school as a body
 - School calendar
 - Schedule for staff and students, provided that Administrative Support Staffs will continue to receive duty-free lunch and regular preparatory time
 - Scheduling of school-wide parent/Administrative Support Staff 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

21.4 The Superintendent retains final authority over school-based decision-making and his determination shall be final.

21.5 Each school will implement a school-based decision-making process to engage school employees in the development of the school's operational plans. Schools are strongly encouraged to provide a Administrative Support Staff seat on the school's Teacher Leadership Team.

ARTICLE 22 - WORK YEAR

22.1 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.

22.2 Each school's (K-8) program shall be a minimum of 1330 hours per school year. The Superintendent may approve deviations to this provision with reasonable justification.

ARTICLE 23 - WORK DAY

23.1 Hourly bargaining unit employees shall work eight (8) hours per day and devote the time required, consistent with the school operational plans and directives and authorization from school principals, to achieve and maintain high quality education in the Lawrence public schools.

23.2 Exempt/Salary bargaining unit employees are expected to work eight (8) hours per day and devote the time required, consistent with school operational plans and directives and authorization from school principals, to achieve and maintain high quality education in the Lawrence Public Schools. However, during peak seasons or when circumstances arise exempt employees may be required to work longer than eight (8) hours per day.

23.3 Bargaining unit employees who are not school based employees and are not covered by a school operational plan are expected to work eight (8) hours per day and devote the time required. This schedule shall be communicated clearly to the employee and to the Federation.

ARTICLE 24 . ACADEMIC CALENDAR

- 24.1 The Superintendent will establish a baseline school calendar each year, including student start date, school vacations and holidays.
- 24.2 The Employer may alter the academic calendar each year as needed.
- 24.3 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.

ARTICLE 25-ADMINISTRATIVE SUPPORT STAFF HIRING AND PROMOTIONS

- 25.1 In filling positions, principals have the authority to select the best-qualified staff from internal candidates without regard to seniority. In the event an internal and external candidate's qualifications are equal, in the sole determination of the EMPLOYER, the internal candidate shall be selected for the position.
- 25.2 Bargaining unit employees shall be entitled to apply for open positions for which they are qualified, by application to the building principal within ten days of the posting that identifies the position for which application is made.
- 25.3 For all open positions, the job description and qualifications, including appropriate credentials, duties, requirements, salary, and other pertinent information relating to the position shall be posted on the School Department's web page and other sites as determined by Human Resources. The EMPLOYER will make a reasonable effort to have job postings for a period of ten (10) days. The parties agree that a grievance alleging a failure related to the posting requirement (i.e., posting procedure) shall be subject to the grievance and arbitration provisions of this Agreement, but that all other disputes arising from this Article shall be resolved through the Agreement's mediation process.
- 25.4 Candidates shall be required to submit a formal application in writing or online.

ARTICLE 26 - ADMINISTRATIVE SUPPORT ASSIGNMENTS/CHANGES TO ASSIGNMENTS

- 26.1 In filling positions, principals have the authority to select the best qualified staff from both internal and external candidates without regard to seniority.
- 26.2 Administrative Support Staffs may express, in writing, to the principal their preferences of grade level, subject, department assignment.

- 26.3 The parties acknowledge there are various ways a Administrative Support Staff can have his/her assignment changed. The rest of this article is to outline the differences and respective procedures.
- 26.4 Voluntary Transfers. Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 24.
- 26.5 Ongoing Transfer Request. Should a bargaining unit member desire a change in an assignment, he/she may notify the human resources office.
- 26.6 Involuntary Transfer. Involuntary transfers occur based on the operational and/or educational needs of the school district as determined by the Superintendent or his/her designee. In the event that an involuntary transfer creates an unforeseen hardship, that bargaining unit member may request a meeting with the Human Resources department to discuss and review the circumstances. The Human Resources department shall make a reasonable effort to assist when a hardship arises.
- 26.7 Displacement. A bargaining unit employee may be displaced from his/her current assignment as a result of programmatic changes and/or changes in building staffing. The Superintendent has the right to reassign Administrative Support Staffs who have been displaced from their positions. After discussion with the affected Administrative Support Staff, the Administrative Support Staff may be assigned to a mutually agreeable position for which he or she is qualified. If the Administrative Support Staff is not assigned to a mutually agreeable position, the Superintendent will assign the Administrative Support Staff to a position for which he/she is qualified.

ARTICLE 27 ~LUNCH

- 27.1 42-week bargaining unit employees who normally work twenty (20) or more hours per week shall be provided with a thirty (30) minute paid lunch period.
- 27.2 52-Week bargaining unit employees during the academic year shall be provided a thirty (30) minute unpaid lunch, During the summer, 52-week employees shall be provided a thirty (30) minute paid lunch.

ARTICLE 28 ♦PROFESSIONAL DEVELOPMENT

- 28.1 Professional development programs generally will be determined at the school level. There will be occasions however where the Superintendent may require District-wide professional development. The district will endeavor to provide the equivalent of at least one day of professional development for Administrative Support Staffs per school year, at either the district or school level.

ARTICLE 29 - SENIORITY

- 29.1 The School Department shall prepare a directory that indicates the date on which all members of the bargaining unit were hired. Administrative Support Staff seniority is based upon length of service in the Lawrence School Department. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority. Upon request, the Employer shall provide an updated copy of a seniority list to the Union.

ARTICLE 30 -ADVANCE NOTICE OF RESIGNATION OR RETIREMENT

- 30.1 Administrative Support Staff are expected to give 60 calendar days' advance notice of resignation and/or retirement from the school system.

ARTICLE 31 ♦REDUCTION IN FORCE

- 31.1 The Superintendent has the right to lay off Administrative Support Staffs and other district staff due to reductions in force or reorganizations resulting from declining enrollment or other budgetary or operational reasons.
- 31.2 The Superintendent retains the right to determine the number of positions that are needed in the school system.
- 31.3 During times in which layoffs arise, the parties agree to a systematic approach when identifying bargaining unit employees while maintaining our values and objectives. The process to identify the bargaining unit employee(s) who shall get laid off is outlined below.
- 31.4 The Superintendent will identify and share with the Union a list of factors that shall be used at the time of a reduction in force. Where all other factors are equal, seniority shall be the deciding factor.
- 31.5 The Employer shall maintain for a period of six (6) months a recall list of bargaining unit employees who have been laid off as a result of a reduction in force. there are multiple people who are on the recall list, the Employer may rehire the employee who best meets the needs of the district.

Bargaining unit employees who received an unsatisfactory on his/her most recent end of year evaluation shall not be entitled to recall rights. an employee on his/her most recent end of year evaluation received a "needs improvement" and the Superintendent deems it's in the best interests of the school district, he/she may write the President of the Union and the bargaining unit employee to inform them of those reasons not to include that employee on the recall list.

If there is only one person on the recall list during the six (6) month recall period and a vacancy occurs for which the person is qualified, the Employer shall recall that employee prior to making an external appointment.

ARTICLE 32-ADMINISTRATIVE SUPPORTSTAFF DISMISSAL AND DISCIPLINE

- 32.1 The first full year of continuous employment for an Administrative Support Staff shall be a working test period and the employee shall be considered probationary/at will for the purposes of discipline, discharge, and renewal.
- 32.2 No Administrative Support Staff who has completed one full year of service in the district as a Administrative Support Staff, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for good cause. An arbitrator in determining whether there is good cause for discipline or dismissal shall consider the best interests of the pupils in the district and the need for elevation of performance standards.
- 32.3 No Administrative Support Staff who has completed three (3) full consecutive years of service in the district as an Administrative Support Staff, shall be dismissed, demoted, reduced in rank or compensation, reprimanded or otherwise disciplined except for just cause.

ARTICLE 33 - DAMAGE AND LOSS OF PROPERTY

- 33.1 No Administrative Support Staff shall be held responsible for loss, damage or destruction of school property or children's property when such loss, damage or destruction is not the fault of the Administrative Support Staff.
- 33.2 An Administrative Support Staff shall report in writing any loss, damage or destruction to the principal immediately upon becoming aware of such loss, damage or destruction.
- 33.3 The Committee will reimburse Administrative Support Staff for loss, damage or destruction, while on duty in the school, of personal property of a kind normally worn to or brought into school when the Administrative Support Staff has not been negligent to the extent that such loss is not covered by insurance.
- 33.4 The term "personal property" shall not include cash. The terms "loss, damage and destruction" shall not cover the effects of normal wear, tear and use.
- 33.5 A bargaining unit member bringing any personal equipment such as a mobile phone, camera, tape recorder, etc. to school to be used as part of the normal function of the job shall be reimbursed in the event of loss, damage or destruction, provided that such equipment is previously registered with and approved by the principal.

ARTICLE 34 ♦SCHOOL FACILITIES/ HEALTH AND SAFETY

34.1 Whenever practicable and possible, the Superintendent will endeavor to provide in each building:

- Common space where such facilities are available.
- Email for Administrative Support Staff

ARTICLE 35 - NOTICES AND ANNOUNCEMENTS

35.1 All official circulars pertaining to Administrative Support Staff shall be posted on the school bulletin boards, and a copy furnished to the Association Representative in each building. Administrative Support Staffs shall be recognized as being part of each school's staff.

35.2 Each Administrative Support Staff shall have access to any up-to-date copy of the Rules and Regulations of the Lawrence School Committee and all amendments thereto.

35.3 Each Administrative Support Staff shall have access to a Directory of Personnel for the Lawrence School Department.

35.4 A copy of Administrative Support Staff assignments will be sent to the President of the Union by the principal of each building, on request.

ARTICLE 36 -ASSISTANCE IN ASSAULT CASES

36.1 Principals shall immediately report orally all cases of assault suffered by Administrative Support Staffs in connection with their employment to the Superintendent and in writing within 24 hours.

36.2 Whenever it is alleged that a Administrative Support Staff has assaulted a person or that a person has assaulted a Administrative Support Staff, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the Administrative Support Staff for relevant information in the Committee's possession not privileged under law concerning the person or persons involved, provided that the production of information does not interfere with investigation of the incident. The school department may indemnify Administrative Support Staffs in accordance with the provisions of G.L. c. 258, s. 9.

ARTICLE 37 - EMERGENCY HIRES & TEMPORARY WORKERS

37.1 The EMPLOYER may hire temporary workers or "emergency hires" under the following circumstances:

- A. To fill a known temporary Administrative Support Staff absence (e.g., medical leaves); or
- B. When there is a permanent vacancy of an Administrative Support Staff that arises in April, May, and June of the academic year. If one of these hires to fill a permanent vacancy returns the following academic year, that employee shall become covered by this collective bargaining agreement. That employee shall be treated as a new employee with a new probationary period, etc.

PART IV - EVALUATION AND SUPERVISION

The School District believes one important way to improve educational experiences for students is to engage in routine conversations with Administrative Support Staffs, individually and in small and large groups, about job expectations and to provide Administrative Support Staffs with specific, honest and regular feedback. The process should be transparent and have at its heart a desire to improve conditions to optimize student learning.

ARTICLE 38 - EVALUATION

- 38.1 Administrative Support Staffs shall be evaluated at least once per year. Administrative Support Staffs shall be provided with a copy of all written observations and evaluations if requested. An evaluation form is attached as Appendix A.
- 38.2 Any bargaining unit member who receives an overall end of year rating of "unsatisfactory" or "needs improvement" shall be subject to consequences in compensation in accordance with Articles 54 & 55 (Wage Increases).
- 38.3 Any bargaining unit member who receives an overall rating of "needs improvement" shall be placed on a directed growth plan for up to one (1) year.

Any bargaining unit member who receives an overall rating of "unsatisfactory" may be placed on an improvement plan for at least twenty (20) school days and/or be subject to discipline/discharge where circumstances warrant such action. An Administrative Support Staff on an improvement plan may be subject to additional evaluations and supervisory meetings.

The Employer shall be responsible for clearly identifying areas of concern and ways to improve on the undesired behavior/performance within both directed growth and improvement plans.

- 38.4 An Administrative Support Staff may request a meeting to discuss an evaluation. A rating of "unsatisfactory" shall trigger a meeting with the Administrative Support Staff.
- 38.5 End of year evaluations should be completed by June 7 of each academic year. This deadline may be extended where the Superintendent or his designee determines that the circumstances warrant such action. If no evaluation is completed it shall be assumed the Administrative Support Staff was at least "proficient" in all areas.
- 38.6 When performance issues arise, the Employer, when an issue is known, should not wait until the end of year evaluation to raise concerns.
- 38.7 An Evaluation Committee shall be established consisting of two members of the Lawrence Administrative Support Staff Association selected by the Union President, two representatives from 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.
- 38.8 Administrative Support Staff can appeal to the Evaluation Committee for a secondary review if he or she does not receive the requisite rating for salary advancement. The Committee will examine the appeal and within two weeks shall make a recommendation as to whether a secondary review is warranted. The Superintendent shall select the secondary evaluator for any case recommended for secondary review. If the secondary review results in the minimum (or better) rating required for advancement, the Administrative Support Staff shall immediately advance.

PART V COMPENSATION: BENEFITS

Lawrence Public Schools is committed to offering a compensation package which includes benefits to attract and retain Administrative Support Staffs of the highest caliber. Benefits must provide support for Administrative Support Staffs without diminishing the resources needed to educate our students.

General Provisions Applicable to All Leaves of Absence

All requests for leave under this Part shall be made through a person's Principal or immediate supervisor to the Superintendent of Schools or his/her designee. All requests must be in writing. Any employee who fails to return to work as scheduled from a leave of absence and who is not excused by the Superintendent of Schools or his/her designee shall be considered to have resigned from employment.

Leaves of absence may be extended by the Superintendent of Schools or his/her designee at his/her discretion. The right to increment credit and the same, or a substantially equivalent

position upon return from an extended leave, shall be determined by the Superintendent of Schools or his/her designee in each case.

To the extent practicable and taking into consideration availability, operational needs and the best interests of the students, Administrative Support Staffs returning from an extended leave of absence will be placed in a position similar to the one held prior to the leave. Benefits (including compensation) shall not accrue during an extended leave.

ARTICLE 39 - SICK LEAVE

- 39.1 Sick leave shall accrue at the rate of 1.25 days per month up to a maximum of 13 days per calendar year for a 42-week employee and 15 days for a 52-week employee.
- 39.2 Sick leave may accumulate to a maximum of two hundred (200) days for 52-week employees and 42-week employees hired prior to July 1, 2016.
- 39.3 Sick leave may accumulate to a maximum of one hundred fifty (150) days for 42-week employees hired on or after July 1, 2016.
- 39.4 Except in the case of an emergency, administrative support staff shall provide notification of illness to appropriate school personnel at least 45 minutes prior to the start of their assigned school day and enter it into the Employee Self-Service System (or other employee management software as determined by the Employer) the first and each consecutive day of illness.
- 39.5 Up to three (3) days of accrued sick leave to 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 for two (2) consecutive days or more.

ARTICLE 40 - SICK LEAVE ABUSE

- 40.1 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 Lawrence Administrative Support Staffs' Association. While recognizing that only a small fraction of Administrative Support Staffs may abuse sick leave, the parties agree that no abuse of sick leave should be tolerated or condoned.
- 40.2 Situations which suggest abuse may include any absences which suggest a pattern, as for example, absences occurring on Mondays, Fridays and days immediately preceding or following holidays or vacation periods.

- 40.3 A principal may meet with the Administrative Support Staff in order to discuss concerns regarding unusual sick leave usage. When, in the opinion of the Employer, sick leave is being abused, an employee shall be notified in writing of such suspected abuse, and after such notification, the employee may be required to provide a medical certification to justify any future absences. The Administrative Support Staff may have a Association representative present at this meeting.
- 40.4 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 healthcare provider. Bargaining unit members may submit requested documentation to the Human Resources office instead of the building principal/direct supervisor.
- 40.5 In any situation which persists to the point where the principal deems it necessary to consider disciplinary action against an Administrative Support Staff for suspected abuse of sick leave, the School Department shall notify the President of the Lawrence Administrative Support Staffs' Association.
- 40.5 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 41 - SICK LEAVE FOR INJURY/WORKER'S COMPENSATION

- 41.1 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 42 . ORGANIZED RESERVED FORCES

- 42.1 Every person 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.

ARTICLE 43 - PERSONAL LEAVE

- 43.1 All Administrative Support Staffs shall be granted two (2) days of personal leave annually. Such personal leave days not used at the end of the year are to be added to the sick leave accumulation. Whenever possible, notice of intent to take a personal day must be provided to the building principal at least forty-eight (48) hours in advance.
- 43.2 Personal leave requests are to be entered, approved or denied, through the Employee Self-Service System (or other employee management software as determined by the Employer). The Employer shall respond to request for time off within a reasonable amount of time.
- 43.3 Fifty-two (52) week employees hired on or before [August 4, 2020, will receive one (1) non- workday per year. Non-workdays 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.
- 43.4 Employees must make a formal request to the immediate Supervisor at least 48 hours prior to the desired non-workday.
- 43.5 Any unused non-workdays will not accumulate into the new school year

ARTICLE 44 - PARENTAL LEAVE

- 44.1 An Administrative Support Staff shall be granted a parental leave of absence without pay to become effective at their discretion and to terminate not more than two (2) years after the termination of pregnancy.
- 44.2 An Administrative Support Staff on parental leave shall notify the Superintendent of Schools or his/her designee of his/her intent to return at any time during the two-year period after conclusion of pregnancy and shall be reinstated as soon as a vacancy for which he/she is qualified occurs.
- 44.3 Unless a Administrative Support Staff return to duty at the expiration of the two-year period, his/her employment shall be terminated.
- 44.4 An Administrative Support Staff may use his/her accumulated paid sick leave for up to forty (40) days. Any Administrative Support Staff who adopts a child is entitled to this same forty (40) day leave provision consistent with Massachusetts General Laws.

ARTICLE 45 - FUNERAL LEAVE

- 45.1 Any Administrative Support Staff who is absent on account of death in the immediate family of the Administrative Support Staff or his/her spouse, parent, husband, wife, child,

brother, sister, grandparent, grandchild or any member of the family residing in the same house, shall be excused without loss of pay for a period of five (5) days and one (1) day for an uncle, aunt, niece or nephew.

- 45.2 Additional days may be granted, approved at the discretion of the Superintendent, when travel is required.

ARTICLE 46 , LEAVE WITHOUT PAY

- 46.1 Included in this article are leaves such as Marital leave, Peace Corps leave, and Leave to Study. Employees do not accrue benefits (e.g., sick leave, personal leave, salary advancement, etc.) while on leave of absence without pay. Employees are responsible for the full health insurance premium payment when on leave of absence without pay, unless federal or state law (FMLA and MMLA) requires otherwise.
- 46.2 Request for leave without pay must be filed with the Superintendent and must state the reason and period for which the leave is being requested.
- 46.3 In addition to maternity, leaves of absence without pay may be granted on account of prolonged illness, or they may be granted for other activities which would, in the opinion of the Superintendent, contribute to the future benefit of the Lawrence Public Schools. Leaves of absence without pay, except for maternity, will only be granted to Administrative Support Staffs who have completed three (3) years of consecutive employment in the district.
- 46.4 All leaves of absence without pay shall not be counted toward seniority, except those leaves of absence without pay of ten (10) school days or less (to be called short-term unpaid leave) shall be counted to the extent that they do not exceed a total of ten (10) school days. Once a Administrative Support Staff has accumulated ten (10) days of short-term unpaid leave, any subsequent leave without pay should not be counted toward seniority.

ARTICLE 47 - RETURN FROM LEAVE OF ABSENCE

- 47.1 Any employee who fails to return to work as scheduled from a leave of absence, and who is not excused by the Superintendent shall be considered to have resigned from his/her employment. All employees shall be given written notice of this provision (effectuated via this CBA) prior to the commencement of any leave of absence.

ARTICLE 48 ♦JURY DUTY

- 48.1 The Employer shall pay the difference between the Administrative Support Staffs' daily rate of pay and the reimbursement from the Commonwealth.

ARTICLE 49 - TAX-FREE ANNUITY

- 49.1 The Committee agrees to allow Administrative Support Staffs to take advantage of the federal law concerning tax-free annuities and shall take immediate steps to implement a tax-free annuity program.

ARTICLE 50 - HEALTH INSURANCE

- 50.1 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 of this Agreement.
- 50.2 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 51 - LIFE INSURANCE

- 51.1 The City of Lawrence shall provide 75% of the cost of a \$2,000 life insurance policy as adopted by the City to employees who work twenty (20) hours or more per week and who choose to enroll.

ARTICLE 52 - PENSION

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

ARTICLE 53 - TUITION REIMBURSEMENT

- 53.1 Tuition reimbursement of up to nine hundred dollars (\$900.00) per fiscal year for job related courses which are approved in advance by the Superintendent shall be available to administrative support staff subject to funding.

53.2 When a Administrative Support Staff is directed in writing by the Superintendent to take courses, all fees, books, and tuitions will be reimbursed to the Administrative Support Staff by the district.

ARTICLE 54 ~MILEAGE ALLOWANCE

54.1 Mileage allowances shall be payable only if authorized by the Superintendent. Traveling personnel whose regular duties require them use private vehicles for school business shall be reimbursed at a rate consistent with the then-existing IRS rate.

54.2 Traveling personnel authorized by the Superintendent must submit documentation of said mileage.

PART VI - COMPENSATION: SALARIES

The vision of the LPS compensation system is to attract, retain and reward great Administrative Support Staffs in the District.

ARTICLE 55 - WAGE INCREASES (EFFECTIVE & RETROACTIVE TO JULY 1, 2022)

55.1 New steps (as enumerated in the wage chart below) will be added to the to the salary schedules.

55.2 A bargaining unit member who receives a "proficient" or "exemplary" rating on his or her end of year performance evaluation shall advance one step on the salary schedule.

55.3 A bargaining unit employee who receives a "needs improvement" rating on his/her end of year performance evaluation shall remain on the same step he/she was on for as the previous year. If that employee completes the year and was able to improve to a "proficient" or "exemplary" on the subsequent evaluation, he/she shall receive a one-time payment in the amount of seven hundred fifty dollars (\$750.00).

55.4 A bargaining unit employee who receives an "unsatisfactory" rating on his/her end of year performance evaluation shall not receive an increase

ARTICLE 56 - WAGE INCREASES (JULY 1, 2023)

56.1 New steps (as enumerated in the wage chart below) will be added to the to the salary schedules.

- 56.2 A bargaining unit member who receives a "proficient" or "exemplary" rating on his or her end of year performance evaluation shall advance one step on the salary schedule.
- 56.3 A bargaining unit employee who receives a "needs improvement" rating on his/her end of year performance evaluation shall remain on the same step he/she was on for as the previous year. If that employee completes the year and was able to improve to a "proficient" or "exemplary" on the subsequent evaluation, he/she shall receive a one-time payment in the amount of seven hundred fifty dollars (\$750.00).
- 56.4 A bargaining unit employee who receives an "unsatisfactory" rating on his/her end of year performance evaluation shall not receive an increase.

ARTICLE 57 - WAGE INCREASES (JULY 1, 2024)

- 57.1 New steps (as enumerated in the wage chart below) will be added to the to the salary schedules.
- 57.2 A bargaining unit member who receives a "proficient" or "exemplary" rating on his or her end of year performance evaluation shall advance one step on the salary schedule.
- 57.3 A bargaining unit employee who receives a "needs improvement" rating on his/her end of year performance evaluation shall remain on the same step he/she was on for as the previous year. If that employee completes the year and was able to improve to a "proficient" or "exemplary" on the subsequent evaluation, he/she shall receive a one-time payment in the amount of seven hundred fifty dollars (\$750.00).
- 57.4 A bargaining unit employee who receives an "unsatisfactory" rating on his/her end of year performance evaluation shall not receive an increase.

ARTICLE 58 - SALARY STRUCTURE

- 58.1 A performance-based hourly rate compensation structure is established. Step increases will be awarded based on annual performance evaluations effective on July 1 of the subsequent fiscal year.

58.2 Rate Schedule

Clerks Steps	Old Table	New Table	42-week Annual	52-week Annual
1	\$15.70	\$19.50	\$32,760.00	\$40,560.00
2	\$17.44	\$19.99	\$33,579.00	\$41,574.00
3	\$19.18	\$20.49	\$34,418.48	\$42,613.35
4	\$20.05	\$21.00	\$35,278.94	\$43,678.68
5	\$20.92	\$21.55	\$36,196.19	\$44,814.33
6	\$21.34	\$22.11	\$37,137.29	\$45,979.50
7	\$21.75	\$22.68	\$38,102.86	\$47,174.97
8	\$22.40	\$23.27	\$39,093.53	\$48,401.52
9	\$22.85	\$23.87	\$40,109.97	\$49,659.96
10	\$23.31	\$24.54	\$41,233.04	\$51,050.44
11	\$23.83	\$25.23	\$42,387.57	\$52,479.85
12	\$24.37	\$25.94	\$43,574.42	\$53,949.28
13	\$24.92	\$26.66	\$44,794.51	\$55,459.86
14		\$27.41	\$46,048.75	\$57,012.74
Effective July 1, 2022 - 15		\$28.26	\$47,476.26	\$58,780.14
Effective July 1, 2023 - 16		\$29.14	\$48,948.03	\$60,602.32
Effective July 1, 2024 - 17		\$30.04	\$50,465.42	\$62,480.99

(Rate schedule continued)

Steps	Specialists	Sr. Specialists
1	50,000	56,000
2	51,250	57,400
3	52,531	58,835
4	53,845	60,306
5	55,191	61,814
6	56,570	63,359
7	57,985	64,943
8	59,434	66,566
Effective July 1, 2022 - 9	60,920	68,231
Effective July 1, 2022 - 10	62,443	69,936
Effective July 1, 2023 - 11	64,004	71,685
Effective July 1, 2024 - 12	65,604	73,477

ARTICLE 59 METHOD AND TIME OF PAYMENT

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

ARTICLE 60 - HOLIDAYS

- 60.1 Employees covered by this Agreement will receive holiday pay at the individual employee's daily rate of pay for the following holidays:
 - Indigenous Peoples Day
 - Veterans Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - Presidents' Day
 - Good Friday
 - Patriots Day
 - Memorial Day
 - Labor Day*
 - Juneteenth*

- Martin Luther King, Jr. Day
- Independence Day*

60.2 *These holidays shall be a paid holiday if it falls within the scheduled work year

ARTICLE 61 -VACATION DAYS

61.1 Administrative support staff who work a 42-week work year shall be entitled to receive four (4) vacation days to be designated between Christmas and New Year's.

61.2 Administrative support staff who work a 52-week work year shall be granted annually ten (10) vacation days after completion of 30 weeks of employment; fifteen (15) days after completion of five years of employment; and 20 days after completion of ten years of employment.

ARTICLE 62 - INCLEMENT WEATHER

62.1 52-week bargaining unit employees may use vacation or personal days, as approved through the employee management software, when school is canceled but administrative/central offices are open.

When the administrative/central offices are closed due to inclement weather, 52- week employees shall have the day off with no loss of pay.

62.2 42-week bargaining unit employees shall be entitled to two (2) paid snow days per academic year if schools are closed for inclement weather. The parties acknowledge that if additional days occur during the year, 42-week bargaining unit employees will make up those days at the end of the academic year.

ARTICLE 63 - SEVERANCE

63.1 Upon retirement or death, bargaining unit employees shall receive severance pay equal to one third (1/3) the number of unused, accumulated sick days. Employees hired after July 1, 2016 are not eligible for this benefit.

ARTICLE 64 - LONGEVITY

64.1 Employees who currently receive longevity payments will be frozen at their current rates. Other employees who qualify for longevity payments by June 30, 2017 will receive the longevity payment; however, all other current employees and employees hired after July 1, 2016 will not be eligible for longevity payments.

ARTICLE 65 – OTHER COMPENSATION

- 65.1 If the school principal determines that the payment of additional compensation (in the form of stipend 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 an additional payment following the notification. Circumstances that may make such compensation appropriate include but are not limited to rewarding Administrative Support Staffs for: exceptional performance; assumption of additional duties; assignment to a hard to fill position; work in a particularly challenging assignment; and retaining Administrative Support Staffs in the employment of Lawrence Public Schools. The Superintendent retains final discretion over the implementation of any additional compensation.

Ratified in the City of Lawrence on the 26th Day of October 2022.

Lawrence Public Schools

**Lawrence Administrative Support Staff
Association, Local 6317, AFT
Massachusetts, AFL-CIO**

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Juan Koanguez
Interim Superintendent

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President

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Davia M. vonnelly
LPS Counsel

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Vice President



Brian A. DePeiia
Mayor, City of Lawrence

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Jeffrey C. Riley
Commissioner of Elementary & Secondary
Education

Approved as to Form:

by:
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Patricia Mariano
Chair, Lawrence Alliance for Education
(Receiver Board)



Tim Houten
City Solicitor

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