

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

PART I INTRODUCTION

Central to the District Turnaround Plan is the empowerment of individual schools in a decentralized district environment. This document has been revised to support local decision-making in matters traditionally viewed through a "one-size-fits-all" lens. In the past, common terms and conditions of employment have been centrally negotiated and uniformly applied, regardless of each school's unique needs. Moving forward, the School District intends to have local stakeholders determine the nature and utility of terms and conditions of employment previously set centrally, consistent with the directives of and subject to the approval of the Superintendent.

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

- Flexibility to Drive Rapid Student Progress. This document preserves the Superintendent's ability to make necessary changes quickly for the benefit of improving student outcomes.
- To ensure the provision of nutrition services in a manner conducive to supporting the academic and health needs of the students while in school.
- Effective Use of Resources. Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with district priorities.

Contract Effective Term Dates

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

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

**ARTICLE I
PARTIES AND UNION RECOGNITION**

The Lawrence School Committee

The parties acknowledge that a Receiver has been appointed for the District, is vested with all the powers of the Superintendent and the School Committee pursuant to G.L. c. 69, §1K, and can exercise all powers granted to the School Committee, District and/or Superintendent herein. Wherever a reference in a collective bargaining agreement is made to the "school committee" or the "superintendent" it will be interpreted to mean the "Receiver" for the period the receivership is in effect.

The Union

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

services, assistant director of food services, head cooks, lunch aides and all managerial, confidential, casual and all other Employees of the Lawrence School Committee.

ARTICLE II MANAGEMENT RIGHTS

The right and authority to determine the policy and administer the affairs of the Lawrence School Department are exclusively vested in and retained by the Lawrence School Committee and its designees, and 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. 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 Lawrence School Committee.

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the School Committee, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of the Commonwealth of Massachusetts, or the laws of the United States, or any law or order pertinent thereto.

The School Committee is a public body established under and with the powers provided by the statutes of the Commonwealth of Massachusetts and nothing in this Agreement shall be deemed to derogate from or impair, any power, right, or duty conferred upon the Receiver by statute or any rule or regulation of any agency of the Commonwealth. As to every matter not specifically mentioned or provided for in this Agreement, the School Committee or his or her designee retains all the powers, rights and duties that it has by law and may exercise the same at its discretion without any such exercise being the subject of a grievance or arbitration proceeding hereunder.

Nothing contained in the collective bargaining agreement 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.

ARTICLE III HANDLING NEW ISSUES

Any changes which the Superintendent deems necessary to maximize the rapid improvement of the academic performance of Lawrence students may be implemented after a forty-five day period of consultation with the union. These changes may be implemented in the Superintendent's discretion, consistent with G.L. c. 69, S. 1K. *

ARTICLE IV

UNION REPRESENTATION

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

ARTICLE V DUES DEDUCTION

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

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

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

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

ARTICLE VI AGENCY SERVICE FEE

As a condition of employment, any individual member of the bargaining unit who is not a member of the Union shall be required to pay an Agency Service Fee to the Union, subject to applicable law. Such payment is to be no more than the dues required of an individual member of the bargaining unit, which is a payment for the costs of collective bargaining and contract administration. The Union shall indemnify and hold harmless the Committee and its authorized agents from any and all costs, fees, expenses and liabilities, including, but not limited to, its reasonable attorney's fees, incurred as a result of the foregoing provisions.

ARTICLE VII GRIEVANCE PROCEDURE

The term "grievance" shall be narrowly construed to mean a specific violation of a written provision of this Agreement. Provisions implemented in accordance with the District Turnaround Plan shall not be subject to the provisions of this Article. Any event which occurred or failed to occur prior to

the effective date of this agreement shall not be subject to the grievance and arbitration provision.

A grievance shall be processed as follows:

Step 1 The grievance shall be presented in writing, citing the article and section of Agreement alleged to have been violated, within seven (7) working days of its occurrence. The Building Principal and the Director of Nutrition Services shall respond in writing to the Union within ten (10) Working days.

Step 2 If the grievant is not satisfied with the response at Step 1, he/she may within seven (7) working days after the response of the Director of Nutrition Services present the grievance to the Superintendent of Schools, or his designee. The Superintendent or his designee shall respond within fifteen (15) working days of the presentation of the grievance.

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 parties within ten (10) calendar days after the notice has been given shall attempt to select an Arbitrator. After the time for mutual selection has expired, either party may within five (5) calendar days submit the grievance to the American Arbitration Association. The Arbitrator shall issue the decision not later than thirty (30) days from the date of the close of hearings, or, if oral arguments have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The Arbitrator's fee will be shared equally by the parties to the dispute; and such award shall be final and binding. The Arbitrator shall have no authority in any way to modify, change or amend the terms and provisions of this Agreement.

Notwithstanding any contrary provisions of this Agreement, the Arbitrator shall be without power or authority to make a decision which: (a) is in violation or inconsistent with any term or provision of the Agreement or the statutory or decisional law of the Commonwealth of Massachusetts or of the United States; (b) exceeds his/her jurisdiction or authority under law and/or this Agreement or under Chapter 69 §1K or the Turnaround Plan.

MISCELLANEOUS PROVISIONS

Time limits in these procedures may be extended in any specific instance in writing by both parties.

The termination of the service, the failure to re-employ; or the discipline of any probationary employee shall not be considered to be the basis of any grievance under the above-referenced provisions.

ARTICLE VIII HEALTH INSURANCE

Pursuant to Chapter 58 of the Acts of 2010, health insurance is provided by the Commonwealth of Massachusetts Group Insurance Commission (GIC), under such terms as the GIC, statute and regulations require. The provisions of this article are not subject to the grievance and arbitration procedure of this Agreement.

Beginning in the 2018-2019 school year, 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 IX
HOLIDAYS**

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

**ARTICLE X
UNIFORM ALLOWANCE**

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

**ARTICLE XI
JOB POSTING**

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

**ARTICLE XII
PERSONAL LEAVE**

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

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

**ARTICLE XIII
FUNERAL LEAVE**

Any bargaining unit member who is absent on account of death in the immediate family of the bargaining unit member or his/her spouse (this includes parent, husband, wife, child, brother, sister, grandparent, 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; niece, nephew, aunt, uncle, or other relatives, one (1) day leave.

**ARTICLE XIV
SICK LEAVE**

1. Sick Leave. Effective for SY 18/19 sick leave shall accrue at the rate of 1.25 days per month for a maximum annual accrual of 13 days. Sick leave accrual will be capped at 125 days.

An Employee may be required to provide a doctor's note to justify any absence.

Sick leave may only be used in case(s) of personal illness or accident, and shall be accumulated to a total of one hundred and twenty-five days. Employees will be given a statement of accumulated sick leave once a year. Employees will be given a statement of their sick leave accumulation once a year.

Upon retirement or death, bargaining unit employees shall receive severance pay equal to one third (1/3) the number of unused, accumulated sick days. This benefit shall be available to bargaining unit members on the payroll at the time of ratification (Prior to 11/30/17). All other employees are not eligible for this severance benefit.

2. Sick Leave Abuse

a. There shall be no abuse of sick leave. "Situations which suggest abuse" shall be defined as more than 2 absences which suggest a pattern, as for example, absence occurring on Monday, Fridays and days immediately preceding or following holidays or vacation periods. Employees who abuse sick leave are subject to discipline up to and including discharge.

b. Medical certification shall be defined as a writing documenting illness and/or inability to attend work from a doctor, nurse, chiropractor, dentist, or other health care provider.

c. When the Employer believes that 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 or such absenteeism. The Employer shall provide written notice following such meeting to any Employee whose excuse or justification was not accepted.

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

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

ARTICLE XV LIGHT DUTY

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

ARTICLE XVI DISCIPLINE/DISCHARGE

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

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

ARTICLE XVII STAFF DEVELOPMENT AND BUILDING-BASED ACTIVITIES

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

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

**ARTICLE XVIII
SALARY**

Salary Increase Effective January 1, 2020

- Increase Salary Schedule Effective January 1, 2010 by 2%.

	<u>Step</u>	<u>Jan 1, 2020</u>
Café Worker	1	\$13.13
Café Worker	2	\$13.39
Café +3	3	\$13.66
Café +5	4	\$13.93
Café +7	5	\$14.21
Utility Worker		\$17.98

	<u>Step</u>	<u>July 1, 2020 – June 30, 2023</u> <u>*no across-the- board wage increases</u>
Café Worker	1	\$13.13
Café Worker	2	\$13.39
Café +3	3	\$13.66
Café +5	4	\$13.93
Café +7	5	\$14.21
Utility Worker		\$17.98

Wage Reopener

LPS agrees to a reopener on wages (upon written request by the union on or after January 1, 2022) for the third year of Agreement 2 (July 1, 2022 to June 30, 2023.) Upon clear evidence of a significant improvement in Chapter 70 funding during year two of the agreement, the union may request to reopen the contract on wages during year 2 of Agreement 2, although the parties acknowledge that a reopener is not guaranteed.

Other Compensation

- If the school principal or supervisor 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 of the reasons therefore and may

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

**ARTICLE XIX
LONGEVITY**

Longevity

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

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

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

**ARTICLE XX
OVERTIME**

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

**ARTICLE XXI
JURY DUTY LEAVE**

The Employer agrees to make up the difference in an Employee's wages and compensation received for jury duty after the receipt of verification of jury duty as provided by the court system.

ARTICLE XXII

Seniority / Transfer - Reduction in Force

The School Department shall prepare a directory that indicates the date on which all members of the bargaining unit were hired by the Lawrence Public Schools. Cafeteria workers' seniority is based upon length of service in the Lawrence School Department in the bargaining unit. Periods of service interrupted by a break in service due to a prior 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.

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

Prior to the start of each school year, cafeteria workers may express, in writing, to the Nutrition Service Administrator their preferences of school assignment.

The parties acknowledge there are various ways a cafeteria worker can have his/her assignment changed. The rest of this article is to outline the differences and respective procedures.

Section 1 Voluntary Transfers

Bargaining unit members may apply to vacant positions that are posted and the Employer shall follow the provisions of Article 11.

Section 2 Ongoing Transfer Request

Cafeteria workers may express, in writing prior to the start of each school year, to the Nutrition Service Administrator their preferences of school assignment.

Section 3 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.

LAYOFF

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

a. Layoff Tiers

Tier 1:

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

Tier 2:

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

Tier 3:

- Employees within their first three (3) years of employment as bargaining unit members who *have received* an overall “exemplary” performance evaluation.
- All other employees

Section 5: 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.

Section 6: Recall

- a. 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. If there are multiple people who are on the recall list, the Employer may rehire the person on the recall list who best meets the needs of the district.
- b. Bargaining unit employees who received an unsatisfactory rating on his/her most recent end of year evaluation shall not be entitled to recall rights. If 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.
- c. 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 XXIII
NO STRIKE**

The Union agrees that it will not engage in any strike, work stoppage or slowdown during the life of this Agreement.

**ARTICLE XXIV
VACATION**

Vacation

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

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

**ARTICLE XXV
INCLEMENT WEATHER / SNOW DAYS**

Inclement Weather / Snow Days

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

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

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

**ARTICLE XXVI
PERFORMANCE EVALUATION**

Performance Evaluation

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

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

Evaluation Committee

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

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

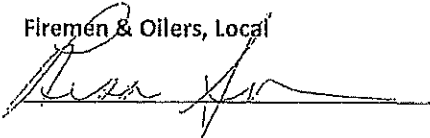
ARTICLE XXVII
DURATION

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

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

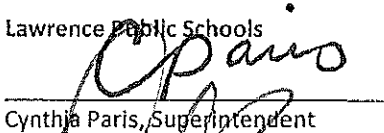
The parties have hereunto executed this Agreement.

Firemen & Oilers, Local

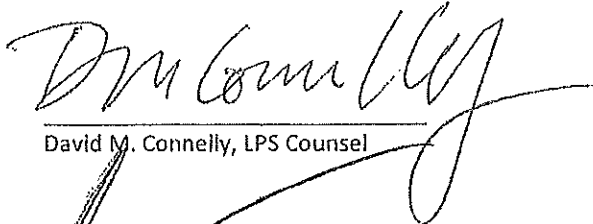


Lisa Ireson, Business Agent

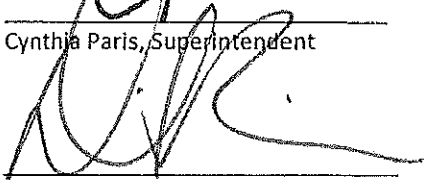
Lawrence Public Schools



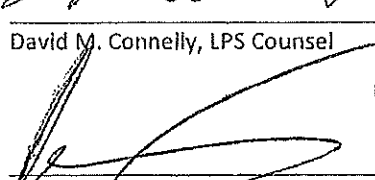
Cynthia Paris, Superintendent



David M. Connelly, LPS Counsel

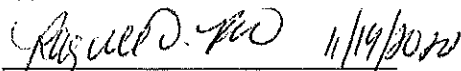


Daniel Rivera,
Mayor, City of Lawrence



Ventura Rodriguez
Interim Chair, LAE Receiver Board

Approved as to Form:



Raquel D. Ruano, City Solicitor

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