



A Union Of Professionals

**Lawrence Teachers' Union
Local 1019**

July 1, 2014 - June 30, 2017

AGREEMENT

Building-based Educators

Long-term Substitutes

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.

- **Teaching as a Profession.** This document presents professional policies for working conditions, compensation, and evaluation of members.
- **Flexibility to Drive Rapid Student Progress.** This document preserves the ability to make necessary changes quickly for the benefit of improving student outcomes.
- **Effective Use of Resources.** Given the historically tenuous financial circumstances of the District, a conscious effort was made to align scarce resources with educational priorities.

ARTICLE 1
PARTIES AND UNION RECOGNITION

The Lawrence School Committee

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

Lawrence Teachers' Union, Local 1019, AFT, AFL-CIO

The Lawrence School Committee recognizes the Lawrence Teachers' Union, Local 1019, American Federation of Teachers, AFL-CIO, as the exclusive bargaining representative for all BBEs and LTSs.

ARTICLE 2

DEFINITIONS

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

ARTICLE 3

MANAGEMENT RIGHTS

Subject only to the limits stated in this Agreement, the Lawrence Teachers' Union 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.

The parties recognize and agree that the provisions of this Agreement are intended to be given their full force and effect, while at the same time, they must be construed in accordance with the

terms of the Massachusetts Education Reform Act of 1993, the Achievement Gap Act, and any subsequent amendments thereto.

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

ARTICLE 4

CHANGES DURING THE LIFE OF THE AGREEMENT

Any changes to provisions of this agreement which the Superintendent deems necessary to maximize the rapid improvement of academic achievement of Lawrence students may be implemented at the start of the next academic semester or sooner if by mutual agreement, following a 45 calendar day period of good faith negotiations with the union. Such changes however, may be implemented immediately following the negotiation period if unforeseen circumstances as determined by the Superintendent make immediate implementation appropriate.

For any issue not covered by this agreement the Superintendent may implement changes after a 20 calendar day period of good faith negotiations.

This article shall not be subject to arbitration.

ARTICLE 5

DURATION OF AGREEMENT

The duration of this Agreement is July 1, 2014 through June 30, 2017.

PART II

UNION 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 Teachers Union is uniquely positioned to be a force for positive change. The District seeks a genuine partnership with the Union and its members to drive rapid improvement in the Lawrence Public Schools.

ARTICLE 6

FAIR PRACTICES

As sole collective bargaining agent, the Union 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 Union will represent equally all persons without regard to membership, participation in, or activities in, any employee organization. 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 AND COPE

The Union may secure authorization of payroll deductions for Union dues. Such authorization may be receivable as provided by law. The Union may also secure authorization of payroll deductions for a union COPE (Committee on Political Education) fund. In both instances, the Committee will request the Treasurer of the City of Lawrence to submit such sums in total to the Union Treasurer.

ARTICLE 8

PAYROLL DEDUCTIONS FOR AGENCY SERVICE FEE

Members of the bargaining unit who choose to be an agency service fee member shall pay to the Lawrence Teachers' Union an agency service fee equal to the amount commensurate with the cost of collective bargaining and contract administration.

ARTICLE 9

BUILDING COOPERATION

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

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

ARTICLE 10

PROTECTION OF INDIVIDUAL AND GROUP RIGHTS

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

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

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

ARTICLE 11

PRINTING OF AGREEMENT

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 member hired by the Committee. Additionally, the Committee may post a copy of the Agreement online.

ARTICLE 12

USE OF FACILITIES BY UNION

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

ARTICLE 13

DISTRIBUTION OF MATERIALS

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

ARTICLE 14

BULLETIN BOARDS

The Union shall be provided a clearly designated Union bulletin board for the purpose of posting Union-related notices and other materials.

ARTICLE 15

SCHOOL VISITATION BY AUTHORIZED UNION REPRESENTATIVES

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

ARTICLE 16

GRIEVANCE PROCEDURE

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

- Management Rights
- Changes During Life of the Agreement
- School Operational Plans & School-Based Decision-Making
- Hiring
- Assignments
- Dismissal & Discipline (including non-renewals/reasonable assurance and other disciplinary actions)(grievable, but not subject to arbitration)
- Evaluation
- Health Insurance
- Other Compensation
- Claims of unfair or inequitable treatment allegedly contrary to policy or past practice

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

Section 1: The term "grievance" shall be construed to mean an express violation of a written provision of this Agreement. Any event which occurred or failed to occur prior to the effective date of this agreement shall not be subject to the grievance and arbitration provision.

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

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

Section 4: If the decision of the principal is not satisfactory (or if a decision was not rendered within the time specified), the aggrieved may appeal it within five (5) school days to the Superintendent or his designee. The Superintendent or his designee shall arrange a meeting

within five (5) school days from the date of receiving the grievance and shall give his/her decision within five (5) school days of such meeting. Said decisions shall be in writing. If the matter is not satisfactorily handled (or if a decision has not been rendered by the Superintendent or his designee), then where applicable the grievance may be processed as indicated below.

Section 5: Arbitration

A grievance dispute which was not resolved at the level of the Superintendent under the grievance procedure may be submitted by the Union to arbitration, except for matters identified in paragraph 1 of this article. The proceeding may be initiated by filing with the Superintendent and the American Arbitration Association a request for arbitration. The notice shall be filed within ten (10) school days after receipt of the decision of the Superintendent or his designee under this Grievance Procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The arbitrator shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator.

The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issued submitted. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as initialed 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 Union 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.

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

Section 6: Miscellaneous Provisions

All appeals within Section 1 through 5 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.

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

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

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

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

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

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

The Union agrees that it will set up a Grievance Committee not to exceed three (3) members.

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

The Introduction and the narratives in each section of this document shall not subject to the provisions of this article.

ARTICLE 17

RESOLUTION BY PEACEFUL MEANS

The Union and Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union, in consideration of the value of this Agreement and its terms and conditions and the Legislation which engendered it, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this Agreement, or by policy, practice, directive or tradition.

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 18

SCHOOL OPERATIONAL PLANS & SCHOOL-BASED DECISION-MAKING

Changes to School Operational Plans throughout the Year

Once the annual operational plan is developed for a specific school, that document is presumed to govern member working conditions at the school for the following school year. The Superintendent will have sole and final authority in approving any school year modifications to school operational plans.

Areas for School-based Decision-making

The following items shall be determined at the school level and included in each school’s annual school operational plan:

- Allocation of discretionary funds made available by the principal, including in areas such as:
 - Wraparound services for students and families
 - After-school programs
 - School supplies
- School curriculum issues
- Professional development activities applicable to the school as a body
- School calendar
- Schedule for staff and students

- Scheduling of school-wide parent/teacher meetings
- Work before and/or after the regular school year
- Notices and announcements
- School health and safety issues
- Staff dress code
- Rotation of duties
- Class size
- Bulletin boards
- Other items as designated by the Superintendent provided there is no material conflict with other provisions of this document

Decisions made in these areas through school operational plans shall be forwarded to the Union President and Superintendent and shall be made available to schools throughout the district.

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

ARTICLE 19

WORK YEAR

The work year will be determined as part of each school's operational plan and will be made public by April 15th of the preceding school year or later as determined by the Superintendent, beginning April 15, 2013.

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

ARTICLE 20

WORK DAY

Members shall devote the time required, consistent with school operational plans, to achieve and maintain high quality education in the Lawrence Public Schools. For example, unless formally excused, members shall participate in all regular school functions during or outside of the normal school day, including faculty meetings, parent conferences, department meetings, curriculum meetings, graduations and other similar activities.

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

ARTICLE 21

ACADEMIC CALENDAR

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

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

School and professional development sessions will not be held on state and federal holidays. However, academic programs such as Acceleration Academies may be held on these days.

ARTICLE 22

HIRING

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

Any BBE who meets the minimum qualifications and certifications for the position, has been employed at least two full years, and has a letter of recommendation from the principal will be granted an interview for positions to which they apply in the district.

ARTICLE 23

ASSIGNMENTS

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

ARTICLE 24

DUTY FREE LUNCH

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

ARTICLE 25

PROFESSIONAL DEVELOPMENT

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.

ARTICLE 26

DISMISSAL AND DISCIPLINE

Employees shall only be disciplined or discharged for good cause and may grieve discipline and discharge decisions through Steps 1 through 3 of the grievance process but shall not be entitled to arbitration.

ARTICLE 27

ASSISTANCE IN ASSAULT CASES

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

Whenever it is alleged that a member has assaulted a person or that a person has assaulted a member, the principal and Superintendent shall conduct an investigation of the incident. The Superintendent shall comply with any reasonable request from the member 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 members in accordance with the provisions of G.L. c. 258, s. 9.

PART IV

EVALUATION AND SUPERVISION

ARTICLE 28

EVALUATION

The employer may evaluate bargaining unit members in a manner consistent with Massachusetts law and in the best interests of the district.

PART V

COMPENSATION: BENEFITS

ARTICLE 29

SICK LEAVE

BBEs shall be provided with two (2) sick days on January 1, 2015. Thereafter, for each year of the contract, BBEs shall receive an allotment of 5 sick days on the first day of the school year beginning with the 2015-2016 school year. Days may not be carried over from year to year. Sick leave is to be used for legitimate purposes only and shall not be abused. Employees who abuse sick leave shall be subject to disciplinary action up to and including discharge. LTSs shall not be entitled to sick leave.

ARTICLE 30

TAX-FREE ANNUITY

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

ARTICLE 31

HEALTH INSURANCE

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

Effective September 1, 2004, bargaining unit members who elect to forego health insurance coverage in accordance with Massachusetts General Laws Chapter 32B Section 4 shall be eligible to receive an annual payment of \$1,000 payable on/before November 1 of each year. To be eligible for this benefit the employee must demonstrate on a form established by the School Department that he/she is covered by a group or non-group health insurance plan financed without any participation by the employer or by another employee's insurance. If an employee who has elected withdrawal under Chapter 32 B Section 4 ceases to be covered by a group or non-group plan financed without any participation by the employer, the employee shall be

enrolled in the employer's plan upon notification to the employer and with a pro rata repayment of the \$1,000 consistent with Section 4 of Chapter 32B.

ARTICLE 32

INDIVIDUAL RETIREMENT ACCOUNT DEDUCTION

The Committee agrees to facilitate the voluntary participation of members of any IRA plan and shall take immediate steps to implement an IRA payroll deduction.

PART VI:

COMPENSATION: SALARIES

ARTICLE 32

COMPENSATION

The per diem rate for BBEs shall be increased to \$112.50 on January 1, 2015.

The per diem rate for BBEs shall be increased to \$125 on July 1, 2015.

The per diem rate for LTSs shall be increased to \$235 on July 1, 2015.

As soon as practicable after ratification, LTSs who were on the payroll on October 1, 2014 and have remained continuously employed since that date and who will remain employed through the end of the 2014-2015 school year, shall receive a one-time, lump sum payment of \$500.

ARTICLE 33

EXPANDED LEARNING TIME

Beginning with the 2014-2015 school year, members working an extended day shall receive stipends (pro rata) in the following amounts based on hours worked:

1400-1449 hours	\$2,000
1450-1499 hours	\$2,500
1500-1549 hours	\$3,000
1550-1599 hours	\$3,500
1600-1825 hours	\$4,000

ARTICLE 34

OTHER COMPENSATION

If the school Principal determines that the payment of additional compensation (in the form of stipends or honoraria) to a bargaining unit member is necessary to better serve the needs of the students and the Superintendent supports such action, the Superintendent shall notify the Union

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

ARTICLE 35


METHOD AND TIME OF PAYMENT

The employer may require direct deposit of employee paychecks.

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.

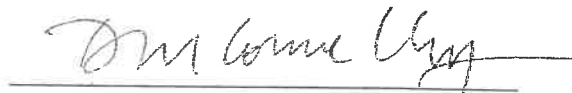
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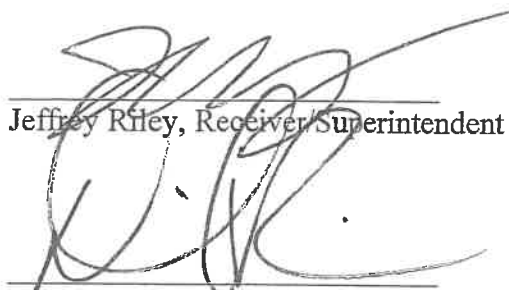
Lawrence Teachers Union/BBE-LTS Unit



Frank McLaughlin, President

Lawrence Public Schools

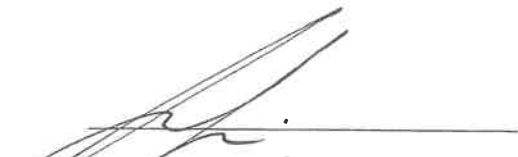

Jeffrey Riley, Receiver/Superintendent

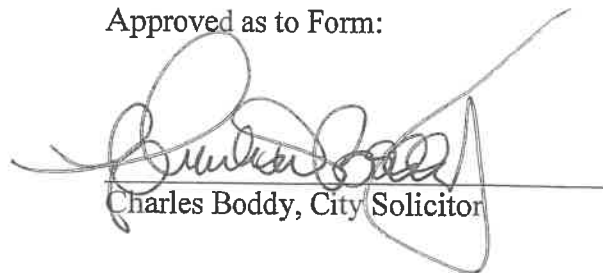

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Approved as to Form:


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