

AGREEMENT
BETWEEN
THE
GREATER LOWELL TECHNICAL HIGH SCHOOL
SCHOOL COMMITTEE
AND THE
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 93

SECURITY PERSONNEL

JULY 1, 2007 – JUNE 30, 2010

ARTICLE I

RECOGNITION

Pursuant to the certification by Massachusetts Labor Relations Commission, Case No. MCR-2856, the Committee hereby recognizes the American Federation of State, County and Municipal Employees, Council 93, as the exclusive representative bargaining agent for the purpose of collective bargaining with respect to wages, hours of employment, standards of productivity, and other conditions of employment for all school department full-time and permanent part-time campus security guards.

For the purposes of this contract, the term "permanent part-time campus security guard" shall be defined as "a person employed as a campus security guard who:

1. Has a usual and specified weekly schedule of shifts; and
2. Works sixteen (16) hours or more per week on a usual and specified weekly schedule of shifts.

For the purpose of this contract, the term "half-time campus security guard" shall be defined as "a person employed as a campus security guard who:

1. Has a usual and specified weekly schedule of shifts; and
2. Works twenty (20) hours or more per week on a usual and specified schedule of shifts.

Duration:

Contract shall be effective as of July 1, 2007 and continues in effect until midnight on June 30, 2010.

ARTICLE II

UNION DUES DEDUCTION

- A. For the duration of this agreement or for such time as AFSCME Council 93 AFL-CIO shall be certified as the exclusive bargaining agent for the employees covered by the agreement, whichever occurs first, the Committee agrees to deduct from the pay of Union members, union dues as designated in said written authorization.

Said Union dues deduction as authorized shall be deducted from Employee's earnings every month and shall be remitted to the Treasurer of Union Local #1705 by the tenth day of the month following said deduction providing said Union treasurer has posted bond as required by law.

Said authorization of Union dues deduction from earnings may be cancelled by an employee upon written notice to the treasurer of Union Local #1705, with the notice on the payroll deduction authorization form.

ARTICLE III

POSTING UNION NOTICES

Bulletin board space shall be provided by the Committee in the school for posting of notices by Union Local #1705.

ARTICLE IV

STEWARDS

The Committee recognizes the right of Union Local #1705 to designate one steward from the list of its regular employees. Said steward shall serve as a channel of communication between the Committee and Union Local #1705. Union local #1705 will, in writing, furnish the Committee with the name of its designated steward and other representatives immediately following such designation and shall forthwith, in writing, notify the Committee in the event of any change in the persons so designated. The Committee will recognize an alternate steward in case of absence of regular steward.

ARTICLE V

ACCESS TO PREMISES AND UNION ACTIVITIES

The Committee agrees within seven days written notice of request for Union Local #1705, to provide said Union access to all applicable employees' payroll records. Further, the Committee agrees to recognize any authorized Union Local #1705 official or the steward for Union Local #1705 in accordance with Article IV, and to permit the same to visit the Committee's Administration Office to investigate working conditions or grievances during working hours, for the purpose of adjusting disputes between the Committee and Union Local #1705, provided that those investigating first receive the permission of the Superintendent/Director or his designee as to visitations to the Committee's Administration Office.

ARTICLE VI

STATE LAWS

The Committee and Union Local #1705 recognize and adhere to all applicable State Labor Laws, and to applicable Rules and Regulations.

ARTICLE VII

CONTINUITY OF EMPLOYMENT

Union Local #1705 and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither Union Local #1705 or any of its members shall, for the term of this agreement, engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform normal work duties.

ARTICLE VIII

EFFECT OF AGREEMENT

Should any Article, Section or Clause of this agreement be declared illegal by a court of competent jurisdiction, said Article, Section or Clause as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining Article, Sections and Clauses shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted Articles, Section or Clauses.

ARTICLE IX

REOPENING OF CONTRACT

The parties to this agreement shall open negotiations for a new agreement no later than 60 days before termination of said contract.

The parties further agree that such negotiations may be opened sooner by mutual agreement of the parties, but in no event shall such negotiations commence later than 60 days before said termination.

Notwithstanding the foregoing, it is mutually understood by the Committee and Union Local #1705 that this applies only so long as Union Local #1705 remains certified by the State Labor Relations Commission as the exclusive representative for collective bargaining of these employees set forth in Article I of this agreement.

ARTICLE X

RIGHTS OF THE COMMITTEE

Section I. In recognition of the fact that the laws of the Commonwealth of Massachusetts vest responsibility to the people of the Greater Lowell Technical High School District in the Committee for the quality of education in and the efficient and economical operation of the Greater Lowell Technical High School District, it is herein agreed that, except as specifically and directly modified by express language in a specific provision of this Agreement, the Committee retains all rights and powers that it has or may hereafter be granted by law in managing the School District and directing the working force and may exercise the same at its discretion without any such exercises being made the subject of a grievance except as expressly provided herein.

The above rights are reserved exclusively and solely as prerogatives of the Committee subject only to such limitations as are expressly provided for in this Agreement.

ARTICLE X-A

HOURS OF WORK

Each employee shall be scheduled to work a regular work shift and each work shift shall have a regular starting and quitting time.

Except for emergency situations, work shifts will not be changed until a consultation with the Union 3 weeks prior to any shift changes and any schedule changes shall not be made for disciplinary reasons or for the avoidance of payment of over-time.

It is agreed that any employee affected by a schedule change shall be notified at least two (2) weeks in advance of said change.

ARTICLE XI

PAY DAY

Staff members are paid on alternating Fridays, 26 times per year. Each check covers work for the calendar period of two weeks, ending at the end of the scheduled workday on the preceding Friday. When the office is closed on Friday, payment will be made on the last regular workday that week. An itemized pay statement will be enclosed in the pay envelope, explaining any additions and/or deductions from regular salary.

Full-time employees shall receive a status report on the number of sick days, personal days, vacation days and compensatory days used and/or accumulated in May of each year.

ARTICLE XII

LEAVE OF ABSENCE

A leave of absence, without pay, may be granted by the Superintendent-Director when conditions warrant. Requests outlining reasons and length of absence must be presented, in writing, to the Superintendent-Director. The Superintendent-Director will make the final determination. No benefits will be accrued while on a leave of absence status. Health insurance, life insurance and dental insurance may be continued for the duration of the leave with full cost to be borne by the employee.

The parties recognize and hereby incorporate by reference the provisions of the so-called Family Medical Leave Act.

ARTICLE XIII
MILITARY LEAVE

Full-time employees will be granted military leave to fulfill obligations to the United States Armed Forces. Up to two (2) weeks of annual military leave may be granted with no loss in total pay. Compensation by the military will be deducted from the employee's pay for that period, upon his/her request. Any official leave of absence, without pay, will be granted for active duty in any branch of the Armed Forces of the United States. When the person is released from such service, he/she will be eligible for re-employment provided he/she notifies the District within fifteen (15) days that he/she intends to return to work within thirty (30) days.

ARTICLE XIV
AVAILABILITY DURING SCHOOL CLOSINGS

If security personnel report for work and other school personnel are excused from their duties for non-emergency reasons, security personnel will be granted compensatory time for such time worked at straight time for all hours involved.

ARTICLE XV
LEAVE FOR JURY DUTY

Any full-time employee called for duty on a jury shall be entitled to receive the difference between his or her salary and the amount of compensation for such duty if the amount of compensation is less than salary. A statement from the court showing the dates that the employee served as a juror and the reimbursement received shall be submitted to the Superintendent-Director.

ARTICLE XVI
OVERTIME

All overtime work must be approved by the Superintendent-Director or a designee. Any employee who works in excess of eight hours in one day or forty hours in one week shall be paid at the rate of time and one-half his/her regular straight time hourly rate for such work. All District paid leave time will be considered time worked in the computation of overtime hours.

Permanent part-time employees, when working a second shift within a twenty-four hour period, shall be paid at the rate of time and one-half for said second shift in lieu of normal straight time.

A minimum of four hours pay at the rate of one and one-half times the individual employee's regular hourly rate shall be guaranteed on any recall.

ARTICLE XVII

RESIGNATION OR TERMINATION

When an employee intends to resign or retire from his/her position with the School District, an advance notice equivalent to his/her annual vacation (or a minimum of two (2) weeks if he/she has no annual vacation left) is expected. A terminating employee must return all outstanding tangible items in his/her care and clear all accounts with the bookkeeping department. A terminating employee is responsible for items not returned. Settlement must be made prior to the final check issuance.

In the event of a final discharge of an employee because of circumstances which are not the fault of the employee, said employee shall receive a two (2) week notice.

ARTICLE XVIII

LIFE INSURANCE

The Committee agrees to provide term insurance in the amount of \$20,000.00 for all full-time employees and further agrees that if any other employees of the District receive term insurance in excess of \$20,000.00 said increases shall be reflected for the covered employees of this bargaining unit.

ARTICLE XIX

INSURANCE

1. The Committee will provide to all full-time employees 80% of an Indemnity Plan or 85% of a Health Maintenance Organization (HMO) Plan in accordance with the provisions of the relevant sections of Chapter 32B of the Massachusetts General Laws. Said insurance programs will be the best available under the aforementioned statute(s).
2. The Committee agrees to pay seventy-five percent of a Dental Plan offered by Delta Dental which will provide 100% coverage on diagnostic and preventative services (Type 1) and 80% coverage on restorative and other basic services (Type 2), and 50% on major restorative prosthodontic (Type 3). Deductibles will apply to Type 2 and 3 services.

ARTICLE XX

TRAVEL EXPENSES

Employees traveling on Committee business shall be reimbursed per mile at the rate established by the Federal Government and other approved expenses. All such expenditures shall be approved in advanced by the Assistant Superintendent/Business.

ARTICLE XXI

HOLIDAYS

The following paid Holidays will be granted to twelve-month, full-time employees provided school is not in session on that day:

New Year's Day
Washington's Birthday
Patriots' Day
Memorial Day
Independence Day
Labor Day

Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Martin Luther King Day

If any of the above holidays fall on the 6th or 7th day of a work week, an additional day off will be granted to the employee.

All employees scheduled to work on a Holiday shall be paid at one and a half times their hourly rate.

All holiday work shifts will be covered by a full crew. One member of each full crew shall be either a permanent full-time campus security guard or a permanent part-time campus security guard. The immediate supervisor will make every effort to insure the security of the campus on a holiday in the following manner:

1. He will seek volunteers from among the permanent full-time campus security guards on each shift to work the hours of that shift on the Holiday.
2. If the immediate supervisor cannot obtain full voluntary coverage by permanent full-time campus security guards, he will seek volunteers from among the permanent part-time campus security guards to work those shifts not covered by permanent full-time campus security guards.

3. If the immediate supervisor has still not obtained full coverage after following Steps 1 and 2 enumerated above, he shall schedule the least senior permanent full-time campus security guard on each shift to work the hours of that shift on the Holiday.

ARTICLE XXII

BEREAVEMENT LEAVE

Employees will be granted up to three (3) days at any one (1) time in the event of death requiring attention by the employee of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, aunt, uncle or other member of the immediate household. In extenuating circumstances the Superintendent-Director may grant other or longer funeral leave.

ARTICLE XXIII

PERSONAL LEAVE

Personal leave for 12-month full-time employees shall be allowed on a non-cumulative basis, three (3) days of paid personal leave for imperative personal business. Requests for such leave must be in writing to the immediate supervisor not less than twenty-four (24) hours prior to the absence whenever possible.

Personal leave for 12-month half-time employees shall be allowed on a non-cumulative basis, one (1) day of paid personal leave for imperative personal business. Requests for such leave must be in writing to the immediate supervisor not less than twenty-four (24) hours prior to the absence whenever possible.

ARTICLE XXIV

VACATION

Vacation time for full-time employees shall be earned monthly and can be used as accumulated. An employee requesting earned vacation pay will be paid on the last scheduled payroll prior to vacation, provided a three week notice, in writing, is given to the payroll department. A holiday in a vacation period will not be charged to vacation time. All vacations must be scheduled in advance with the immediate supervisor who will review all vacation requests and approve or disapprove vacations to insure that the continuity of the operation is not disturbed. Employees may work and receive salary on straight time in lieu of vacation, only upon approval of the Superintendent-Director.

If an employee is called back to work while on vacation, he/she will be granted a like amount of compensatory time off at a later date.

LENGTH OF EMPLOYMENT

VACATION WITH PAY

Less than one year

One (1) day for each full month, to ten (10) days

At least one (1) year but less than five (5) years

Ten (10) days

At least five (5) years (employee must complete his fifth year of employment during the calendar year vacation is taken)

Fifteen (15) days

At least ten (10) years (employee must complete his tenth year of employment during the calendar year vacation is taken)

Twenty (20) days

At least twenty (20) years

Twenty-Five (25) days

Vacation time for half-time employees shall be earned monthly and can be used as accumulated. An employee requesting earned vacation pay will be paid on the last scheduled payroll prior to vacation, provided a three week notice, in writing, is given to the payroll department. All vacations must be scheduled in advance with the immediate supervisor who will review all vacation requests and approve or disapprove vacations to insure that the continuity of the operation is not disturbed. Employees may work and receive salary on straight time in lieu of vacation, only upon approval of the Superintendent-Director.

If an employee is called back to work while on vacation, he/she will be granted a like amount of compensatory time off at a later date.

LENGTH OF EMPLOYMENT

VACATION WITH PAY

Less than one year

One-half (1/2) day for each full month, to five (5) days

At least one (1) year but less than five (5) years

Five (5) days

At least five (5) years (employee must complete his fifth year of employment during the calendar year vacation is taken)

Seven and one-half (7 1/2) days

Vacation time for permanent part-time employees shall be earned monthly and can be used as accumulated. An employee requesting earned vacation pay will be paid on the last scheduled payroll prior to vacation, provided a three week notice, in writing, is given to the payroll department. All vacations must be scheduled in advance with the immediate supervisor who will review all vacation requests and approve or disapprove vacations to insure that the continuity of the operation is not disturbed. Employees may work and receive salary on straight time in lieu of vacation, only upon approval of the Superintendent-Director.

LENGTH OF EMPLOYMENT

VACATION WITH PAY

At least ten (10 years)

Three (3) days

ARTICLE XXV

SICK LEAVE

Twelve month full-time employees shall be granted fifteen (15) days sick leave annually on July 1. Newly hired employees shall receive sick leave to be earned at the rate of 1 1/4 (one and one-quarter) days per month until July 1 following the employee's date of hire at which time they shall be granted fifteen (15) days annually.

All sick leave not used in the year of service for which it is granted shall have unlimited accumulation. For periods of four (4) days or more, a certificate from the attending physician may be required.

Twelve month half-time employees shall be granted five (5) days sick leave annually on July 1. Newly hired employees shall receive sick leave to be earned at the rate of .42 days per month until the July 1 following the employee's date of hire at which time they shall be granted five (5) days annually.

All sick leave not used in the year of service for which it is granted shall have unlimited accumulation. For periods of four (4) days or more, a certificate from the attending physician may be required.

ARTICLE XXVI

SENIORITY AND JOB POSTING

- A. Seniority shall be defined as the length of unbroken continuous service at the Greater Lowell Technical High School in a full-time position covered by this Contract.

Seniority will be one of the factors considered at all times in matters of:

- 1) Department vacation time.
- 2) Schoolwide posted full-time job vacancies within the bargaining unit.

- 3) Change of shifts (final decision up to immediate supervisor).
 - 4) Skeleton crew days (final decision up to immediate supervisor).
 - 5) Overtime
 - 6) Layoffs
 - 7) Recalls
- B. All vacancies which occur in this Bargaining Unit shall be posted for seven (7) consecutive days within the school.
- C. Incumbent permanent part-time security personnel will be offered vacant full-time positions prior to hiring from outside the bargaining unit. Each incumbent permanent part-time security guard shall only have the right to refuse such offer two (2) times. After the second refusal, any job can be posted and offered to someone outside the bargaining unit.

ARTICLE XXVII

GRIEVANCE PROCEDURE

- A. A "Grievance" is hereby defined as a complaint by a non-certified employee or group of non-certified employees on an alleged violation of this agreement, or any controversy, misunderstanding or dispute arising as to the interpretation, application, or observance of any of the provisions thereof.
- B. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limit to the aggrieved employee and to the employee's bargaining representative shall permit the aggrieved party or parties to proceed to the next step.
- C. Failure at any step of the procedure to appeal the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered.
- D. A grievance that affects a group of non-certified employees may be submitted in writing to the Superintendent-Director directly, and the processing of such a grievance shall commence at Step 3.

STEP ONE

When a non-certified employee has a grievance, the aggrieved employee shall informally present the grievance to his/her supervisor within ten (10) days of the incident. The supervisor shall endeavor to settle the grievance in this informal session.

STEP TWO

- (a) If the grievance shall not have been settled, the aggrieved employee shall present the grievance in writing to his/her supervisor. Within five (5) days after receipt of such a presentation, the supervisor shall hold a meeting, which meeting may be attended by the aggrieved employee and the Committee's representative.
- (b) Within five (5) days after the conclusion of the Step Two meeting, the supervisor shall submit a copy of his written decision of the grievance to the aggrieved employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

STEP THREE

- (a) If the grievance shall not have been settled at Step Two, the employee's bargaining representative may present the grievance in writing to the Superintendent-Director. That presentation shall be made within five (5) days after the date of the decision at Step Two.
- (b) Within five (5) days after receipt of such a presentation, the Superintendent-Director or his designee shall hold a meeting which may be attended by the aggrieved employee, the employee's bargaining representative, and a member of the School Committee designated by its Chairperson.
- (c) Within five (5) days after the conclusion of the Step Three meeting, the Superintendent-Director shall submit a copy of his written decision of the grievance to the employee, a copy to the employee's bargaining representative, and a copy to the Committee's Negotiator.

STEP FOUR

If the grievance shall not have been settled at Step Three, the employee's bargaining representative may, in writing, request a review hearing before the full School Committee. The request for said review hearing shall be made not later than five (5) days from receipt of the Superintendent-Director's written decision as provided for in Step Three. The review hearing shall be held within five (5) days after the receipt of the written request for same from the employee's bargaining representative.

STEP FIVE

If the grievance shall not have been settled at Step Four, the employee bargaining representative may cause the grievance to go to binding arbitration. To do so, the employee's bargaining representative shall, within thirty (30) days after receipt of the Committee's Step Four decision, file for binding arbitration. The Committee shall pay one-half of the arbitrator's fees and expenses, if any are chargeable, and the other half shall be paid by the employee's bargaining group.

ARTICLE XXVIII

WAGE AND SALARY SCHEDULE

3% Increase:

		<u>July 1, 2007 to June 30, 2008</u>					
<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1st Shift	\$16.19	\$16.53	\$16.77	\$17.08	\$17.42	\$17.70	\$18.13
2nd Shift	\$17.25	\$17.61	\$17.83	\$18.14	\$18.49	\$18.77	\$19.22

3% Increase:

		<u>July 1, 2008 to June 30, 2009</u>					
<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1st Shift	\$16.68	\$17.02	\$17.28	\$17.59	\$17.94	\$18.23	\$18.67
2nd Shift	\$17.77	\$18.14	\$18.37	\$18.69	\$19.05	\$19.33	\$19.80

3% increase:

		<u>July 1, 2009 to June 30, 2010</u>					
<u>Step</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>
1st Shift	\$17.18	\$17.54	\$17.79	\$18.12	\$18.48	\$18.77	\$19.23
2nd Shift	\$18.30	\$18.68	\$18.92	\$19.25	\$19.62	\$19.91	\$20.39

ARTICLE XXIX

A. Full-time Security Guards shall receive as compensation the following remuneration for service in Lowell Trade and Vocational School and/or the Greater Lowell Regional School.

- \$700 total longevity - 16th through 19th years of service
- \$1400 total longevity - 20th through 24th years of service
- \$2000 total longevity - 25th or more years of service

ARTICLE XXX

UNIFORMS

All employees will receive uniforms annually supplied by the school.


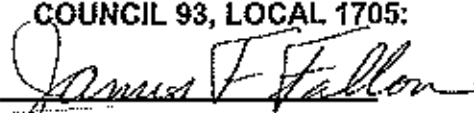
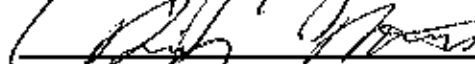

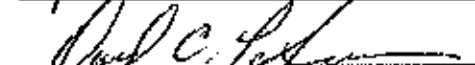
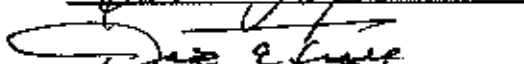
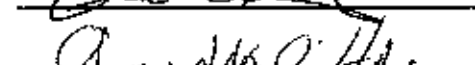
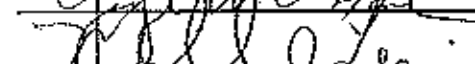
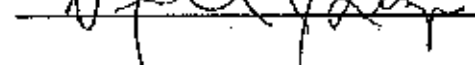
Full time and half time employees will receive: 4 shirts and pants, 2 hats, 1 jacket and will be reimbursed up to \$75.00/year for shoes.

Part time employees will receive: 2 shirts and pants, 2 hats and 1 jacket.

This agreement is entered into this 16th day of August, 2007.

FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:

FOR AFSCME, AFL/CIO, COUNCIL 93, LOCAL 1705:

Approved: 
Long & DiPietro, General Counsel