

**AGREEMENT**

**BETWEEN**

**THE**

**GREATER LOWELL TECHNICAL HIGH SCHOOL**

**SCHOOL COMMITTEE**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND**

**MUNICIPAL EMPLOYEES, COUNCIL 93, LOCAL 1404**

**SECURITY PERSONNEL**

**JULY 1, 2024 TO JUNE 30, 2027**

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**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, Local 1404, 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.

For the purpose of this contract, ten (10) month employees moving to twelve (12) month employees will be explored during the length of the contract.

**Duration:**

Contract shall be effective as of July 1, 2024 and continues in effect until midnight on June 30, 2027.

## **ARTICLE II**

### **UNION DUES DEDUCTION**

- A. For the duration of this agreement or for such time as AFSCME Council 93, Local 1404 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 #1404 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 #1404, with the notice on the payroll deduction authorization form.

- B. There will be an agency fee for employees in bargaining unit positions who choose not to join the union.

## **ARTICLE III**

### **POSTING UNION NOTICES**

Bulletin board space shall be provided by the Committee in the school for posting of notices by Union Local #1404.

## **ARTICLE IV**

### **STEWARDS**

The Committee recognizes the right of Union Local #1404 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 #1404. Union local #1404 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 #1404, to provide said Union access to all applicable employees' payroll records. Further, the Committee agrees to recognize any authorized Union Local #1404 official or the steward for Union Local #1404 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 #1404, 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 #1404 recognize and adhere to all applicable State Labor Laws, and to applicable Rules and Regulations. If the school committee agrees to pay for state mandated Criminal History Record Information checks for other bargaining units then they agree to pay for this bargaining unit.

## **ARTICLE VII**

### **CONTINUITY OF EMPLOYMENT**

Union Local #1404 and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this agreement. Neither Union Local #1404 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 #1404 that this applies only so long as Union Local #1404 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.

**Electronic Access Control (FOB) System:**

Each employee shall be required to swipe their “fob” against the electronic access card reader located at main entry point to the school building upon entering and exiting the school building at all times. The reader records their time in the system. In order to prevent unauthorized individuals from access in the buildings, an employee will immediately report any lost or stolen fob to their supervisor. A fob assigned to an individual shall be used solely by the individual it is assigned to. At the time of separation from service, the fob will be returned to the district.

**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 within their release 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 or students are remote due to inclement weather, 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. Any employee who works past 3:00 p.m. on full shift or partial shift, shall receive shift differential per hour worked. 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.

Overtime will be offered first to full-time Security Officers by seniority on a rotating basis and then to part-time Security Officers. As the overtime list changes, members will be notified.

Overtime shall be offered to Security Officers to cover non-school related events such as the rental of facilities and property at the sole discretion of the Superintendent-Director.

There will be two (2) Security Officers assigned to any large events at the discretion of the Superintendent-Director under the advisement from the Plant Services Director and Athletic Director.

## **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 a minimum of four (4) week notice shall be provided. 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 four (4) 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 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) with the District paying 75%.
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.
3. The District shall offer a Flexible Spending Account (“FSA”) through a Cafeteria Plan, as allowed by state and federal laws and regulations for eligible medical and/or dependent care expenses, to employees through a third party provider.
  - The District shall select the vendor, determine plan administration details, and provide automatic payroll deduction services. The District maintains the option to change vendors.
  - Any and all costs and fees associated with the offering of a Flexible Spending Account (FSA) will be the responsibility of the members.
  - The District agrees to pay the initial \$350 set up fee to the vendor in the first year of the plan, as well as the \$350 annual administration fees in the second and third year of the plan.
4. Any health insurance obligations for ten (10) month employees will be extended from two (2) months to four (4) months.

## **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	Juneteenth	Thanksgiving Day
Martin Luther King day	Independence Day	Day After Thanksgiving
Washington's Birthday	Labor Day	Christmas Day
Patriots' Day	Columbus Day	
Memorial Day	Veterans' 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. 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 paid overtime consistent with Article XVI.

#### **LENGTH OF EMPLOYMENT**

Less than one year

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

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

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

At least twenty (20) years

#### **VACATION WITH PAY**

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

Ten (10) days

Fifteen (15) days

Twenty (20) days

Twenty-Five (25) days

Vacation time for half-time employees shall be earned monthly and can be used as accumulated. 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**

Less than one year

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

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

**VACATION WITH PAY**

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

Five (5) days

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. 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**

At least ten (10) years)

**VACATION WITH PAY**

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 ¼ (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 five (5) 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 five (5) days or more, a certificate from the attending physician may be required.

Employees will, upon retirement or layoff, receive 20% buy back for a maximum of 200 days of unused sick leave. Employees hired after July 1, 2012 will not be eligible for this benefit.

- a. Sick leave shall be granted to an employee under the following conditions:
  - i. When an employee cannot perform his/her duties because he/she is incapacitated by personal illness or injury.
  - ii. When, through exposure to contagious disease, the presence of the employee at his/her work location would jeopardize the health of others.
- b. If an employee is out on sick leave for five (5) consecutive work days or more, the Superintendent-Director may require a medical note documenting the illness and/or the employee's fitness to return to work.
- c. If an employee is out on sick leave for ten (10) consecutive school days or more the Superintendent-Director may require the employee to be examined by a medical doctor, with the appropriate expertise to evaluate the illness or injury, chosen by the employer at the district's expense.
- d. If the district's doctor disagrees with the employee's doctor with regards to the employee's ability to return to work, the employee and/or his/her representative will meet with the Superintendent-Director in an attempt to resolve the dispute.
- e. If the dispute cannot be resolved at this meeting, the employee's doctor and the district's doctor will choose a third doctor covered by the employees' Health Insurance plan, with the appropriate expertise to evaluate the illness or injury, to conduct an additional independent examination with any incurred cost to be shared equally by the district and the employee and whose decision shall be final.
- f. Sick leave will not be earned during any leave of absence without pay.

**Employees shall be entitled to the following annual incentive with respect to sick leave:**

An employee who uses three (3) or less days of sick time within a fiscal year will be eligible to redeem all or a portion of the remaining balance of days granted within that year for additional compensation, (twelve (12) to a maximum of fifteen (15) days). Any remaining days will be rolled over to accumulated sick time.

To be eligible to redeem sick time, an employee must have sixty (60) or more accumulated sick days prior to the beginning of the fiscal year they intend to redeem sick days for additional compensation.

Days may be redeemed at the following rates:

- the first half of the days eligible of the days may be redeemed at 25% of the employee's per diem rate, (1 to 7.5 days)
- any remaining eligible days after the first half days may be redeemed at 33% of the employee's per diem rate, (6 to 7.5 days)

To notify the district of the number of days being requested for redemption, the sick day redemption form must be submitted to the business office by last day of school. Payments will be made in July following the employees' regular compensation method (ie. direct deposit or mailed physical check).

In the event of conflicting records of days taken, the official record from payroll will be used as the official record.

Examples:

- 1) Employee uses three (3) sick days and has twelve (12) left at the end of the year. Employee chooses to buy back all twelve (12) days.
  - The first six (6) days will be redeemed at 25% of the employee's per diem rate
  - The remaining six (6) days will be redeemed at 33% of the employees per diem rate
- 2) Employee uses zero (0) sick days and has fifteen (15) left at the end of the year. Employee chooses to buy back all fifteen (15) days.
  - The first seven and one half (7.5) days will be redeemed at 25% of the employee's per diem rate
  - The remaining seven and one half (7.5) days will be redeemed at 33% of the employee's per diem rate
- 3) Employee uses three (3) sick days and has twelve (12) left at the end of the year. Employee chooses to buy back six (6) days.
  - The first six (6) days will be redeemed at 25% of the employees per diem rate.
  - Balance of six (6) sick days are rolled over to teacher's accumulated sick leave account



- 4) Employee uses three (3) sick days and has 12 left at the end of the year. Employee chooses to buy back eight (8) days.
- The first six (6) days will be redeemed at 25% of the employee's per diem rate
  - The remaining two (2) days will be redeemed at 33% of the employee's per diem rate
  - Balance of four (4) sick days are rolled over to employee's accumulated sick leave account

This is a pilot program that will occur during the duration of this contract only and will be re-evaluated for sustainability during negotiations for the successor contract.

## **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. School-wide 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 bargaining unit employee or group of bargaining unit 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 bargaining unit 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 bargaining unit employees has a grievance, the aggrieved employee shall informally present the grievance to his/her supervisor within ten (10) days of knowledge 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 ten (10) 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 ten (10) 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 ten (10) days after the date of the decision at Step Two.

- (b) Within ten (10) 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 ten (10) 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 ten (10) days from receipt of the Superintendent-Director's written decision as provided for in Step Three. The review hearing shall be held within thirty (30) 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 with A.A.A. or D.L.R. The arbitrator's decision shall be final and binding on both sides. 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

#### PROBATIONARY PERIOD

All employees in the bargaining unit described in Article I of this agreement shall be on a probationary period for six (6) consecutive months following their initial employment by the Greater Lowell Technical School District. Probationary employees may be demoted, suspended, or discharged as exclusively determined by the Superintendent-Director and no such discharge of a probationary employee may be made the subject matter of the grievance procedure of this agreement by either employee or employees affected or by the AFSCME Council 93 Local 1404.

## ARTICLE XXIX

### DISCIPLINE AND DISCHARGE

No employee who has completed his/her six (6) month probationary period shall be suspended or disciplined except for just cause. Any dispute as to whether the School District acted arbitrarily, capriciously, or unreasonable with respect to the discharge or discipline of an employee shall be subject to grievance and arbitration hereunder, provided however, that a probationary employee shall have no such access to the grievance and arbitration process.

- a. Employees having completed their probationary period shall be disciplined for just cause only. In such cases the Superintendent may elect to apply a spectrum of discipline ranging from an oral warning to a suspension or discharge depending on the nature of the infraction, the previous disciplinary and performance record, and the employee's acceptance of responsibility for his or her behavior. A written record of all such action shall be placed in the employee's personnel file. Just cause may include, but shall not be limited to the following serious disciplinary infractions:
  - i. Inappropriate use of sick leave
  - ii. Neglect or non-performance of one or more assigned duties
  - iii. Failure to satisfactorily perform, or lack of ability to perform, or incompetence in the performance of, one or more assigned duties
  - iv. Behavior that interferes with the normal and efficient operation of the school, the department, or any members of the work force
  - v. Dishonesty in the performance of assigned duties, including but not limited to, falsification of work time records or claims
  - vi. Chronic absenteeism, tardiness, or leaving early without contractual cause or permission of the employer
  - vii. Conduct unbecoming or inimical to employment in a public school
- b. A progressive discipline program shall be implemented by the superintendent as a method of corrective action for disciplinary infractions of a minor nature such as occasional poor employee performance, behavior, work attendance, tardiness, conduct, etc. as outlined below:
  - i. Step 1. For the first infraction, the Superintendent-Director or his/her designee, with a union representative present, shall give an oral warning. It shall be reduced to writing and placed in the employee's file for six (6) months. If no other infraction occurs within the ensuing six (6) months from the date the oral warning was given, it shall be removed from the employee's file.
  - ii. Step 2. If another infraction occurs during the above-mentioned six (6) month period, the employee who received the oral warning shall receive a written warning by the Superintendent-Director with a union representative present. If no other infraction occurs within the ensuing eighteen (18) months from the date the written warning was given, both the oral and written warnings shall be removed from the employee's file.
  - iii. Step 3. If another infraction occurs during the above mentioned eighteen (18) month period, the Superintendent may give the employee up to a five (5) day suspension

without pay with a union representative present. All disciplinary documentation shall remain in the employees permanent personnel file.

- iv. Step 4. If another infraction occurs after discipline is given from step 3, the employee may receive additional discipline up to and including termination by the superintendent with a union representative present.

## **ARTICLE XXX**

### **EVALUATION**

Evaluation and observation of personnel shall be the responsibility of the administration. The prime purpose of evaluation is to assess performance and thereby improve quality of service provided to the Greater Lowell Technical School District.

Therefore, all observations and evaluations of personnel and/or those holding positions covered by the Agreement will be conducted openly and with the knowledge of the employee being evaluated.

The employee will acknowledge having had the opportunity to review any such evaluation report by affixing her/his signature. Such employee signature does not indicate agreement with the contents thereof. An employee shall be allowed to submit a written response to said evaluation. In addition, an employee may appeal the contents of an evaluation to the Superintendent-Director by notifying him/her within five (5) work days of the receipt of the evaluation.

A supervisor will confer with any employee whose service has been rated unacceptable with respect to any criterion in order to develop an improvement plan that shall be approved by the Superintendent. This Improvement Plan must contain specific, observable, measurable behaviors, which the employee shall demonstrate in order to meet the performance standards in the area(s) of concern identified by rating of (U) "Unacceptable" on the formal evaluation report. The School shall pay reasonable expenses associated with tuition or materials necessary for the implementation of an approved Improvement Plan. If at the end of the first year under an Improvement Plan the employee has not sufficiently improved in the previously identified area(s) of concern, the Improvement Plan will be reviewed by the Superintendent, the Evaluator, and the employee and appropriate amendments will be made subject to the approval of the Superintendent. At the conclusion of the second year under an improvement plan, any employee who fails to improve his/her performance in previously identified area(s) of concern, as indicated by an (E) "Exemplary" or a (C) "Competent" rating on the formal evaluation report(s) completed after the Improvement Plan has been implemented shall have his/her employment status reviewed by the Superintendent. The Superintendent will determine through this review process whether there was a failure on the part of the employee to satisfy the employee performance standards. Any personnel action taken under the authority of this paragraph will be subject to the provisions of Massachusetts General Law.

Any employee who fails to improve after two (2) consecutive years on an improvement plan may be terminated for just cause. Any discipline under this provision will be subject to the grievance procedure.

All employees filling positions covered by the Agreement shall be evaluated in writing annually before June 30<sup>th</sup> for the performance period beginning on the previous July 1<sup>st</sup> through June 30<sup>th</sup>.

All employees will receive a written copy of their evaluation and a copy will be placed in the employee's personnel file.

A copy of the annual evaluation instrument is attached to this Agreement as an Appendix A.

The school district agrees to provide employees covered under this agreement with a training session on the Evaluation Process and Instrument either during the regular work day or in accordance with overtime Article XVI of this agreement prior to November 30, 2014.

## **ARTICLE XXXI**

### **LONGEVITY**

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

Effective July 1, 2014 longevity will be eliminated for new hires. All current employees will be advanced to the next highest step and fold longevity into their base pay. If any current employee retires prior to 7/1/14 they will receive this benefit upon retirement.

## **ARTICLE XXXII**

### **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 \$250.00 for boots or work shoes.

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

## ARTICLE XXXIII

### WAGE AND SALARY SCHEDULE

July 1, 2024 – June 30, 2025	4%
July 1, 2025 – June 30, 2026	4%
July 1, 2026 – June 30, 2027	4%

The parties also agree that if any other group receives a greater wage increase than this group during this period to time, we will re-negotiate this issue.

July 1, 2024 - June 30, 2025								
Step	1	2	3	4	5	6	7	8
1st Shift	23.00	23.48	23.81	24.24	24.74	25.12	26.70	26.97
2nd Shift	24.50	25.01	25.32	25.77	26.28	26.67	28.28	28.56

July 1, 2025 - June 30, 2026								
Step	1	2	3	4	5	6	7	8
1st Shift	23.92	24.42	24.76	25.21	25.73	26.12	27.77	28.05
2nd Shift	25.48	26.01	26.33	26.80	27.33	27.74	29.41	29.70

July 1, 2026 - June 30, 2027								
Step	1	2	3	4	5	6	7	8
1st Shift	24.88	25.40	25.75	26.22	26.76	27.16	28.88	29.17
2nd Shift	26.50	27.05	27.38	27.87	28.42	28.85	30.59	30.89

This agreement is entered into this 16<sup>th</sup> day of May, 2024

**FOR THE GREATER LOWELL REGIONAL SCHOOL COMMITTEE:**

Matthew J. Sheehan, Chairperson [Signature]

Paul E. Morin, Vice-Chairperson Paul E. Morin

Curtis J. LeMay, Secretary Curtis J. LeMay

Fred W. Bahou [Signature]

Lee Gitschier [Signature]

Ralph Hogan [Signature]

Steven A. Nocco [Signature]

Raymond Kelly Richardson Raymond Kelly Richardson

**FOR AFSCME, AFL/CIO, COUNCIL 93, LOCAL 1404:**

Michael Mousseau [Signature]

Jack Shea Jack Shea



Appendix A

**Greater Lowell Technical High School  
AFSCME Security Personnel Annual Employee Evaluation**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

EVALUATION PERIOD: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

**INSTRUCTIONS:** A performance review will be completed once each year for every AFSCME Security employee prior to June 30<sup>th</sup>. For each performance factor indicated, the supervisor will assign one of the performance level indicators defined. Comment sections should be utilized for supporting evidence of performance level ratings. Whenever an unacceptable (**U**) rating is given, supporting comments *must be documented and the employee will be placed on an improvement plan for the next year.*

- PERFORMANCE LEVELS:**
- (E)xemplary Performance consistently exceeds all expectations; conspicuously meritorious performance.
  - (C)ompetent Meets all job responsibilities in this area.
  - (U)nacceptable Performance is below minimum standards; not performing at a fully effective level.
  - (NA) Not Applicable Does not apply to this position/person.

		E	C	U	NA	COMMENTS
<b>KNOWLEDGE OF THE JOB</b>	Possesses the knowledge and technical competencies required to perform job responsibilities; understands relevant policies, procedures, and organizational structure and function.					
<b>QUALITY OF WORK</b>	Produces work to meet acceptable standards including accuracy, neatness, and completeness.					

<b>QUANTITY OF WORK</b>	Produces amounts of work consistent with established standards.					
<b>DEPENDABILITY / RESPONSIBILITY</b>	Willingly takes on, is held accountable for, and performs assignments in a timely manner.					
<b>DECISION-MAKING, PROBLEM -SOLVING, AND JUDGEMENT</b>	Identifies problems and opportunities, gathers and organizes facts, and makes effective decisions using sound judgment.					
<b>COMMUNICATION SKILLS</b>	Conveys information clearly and logically both orally and in writing.					
<b>INTERPERSONAL RELATIONS</b>	Understands the need to and works toward developing and maintaining positive working relationships with others.					
<b>ATTENDANCE AND PUNCTUALITY</b>	Reports to work on time, observes time limits for lunches, gives prompt notice of absence due to illness, and adheres to all applicable school policies.					
<b>EFFECTIVE USE OF TIME</b>	Accomplishes work by reasonable required deadlines through effective planning and prioritizing.					
<b>CONTINUOUS SELF-IMPROVEMENT</b>	Participates in training sessions that contribute to improved effectiveness.					
<b>APPEARANCE</b>	Maintains standard of dress, appearance, and manner, which are appropriate to assignment.					
		<b>E</b>	<b>C</b>	<b>U</b>	<b>NA</b>	<b>COMMENTS</b>

## SUMMARY

Use this section to provide an overall summary narrative of employee performance as well as any commendations and/or recommendation that may be applicable.

**Narrative:**

**Commendations**

- 
- 
- 

**Recommendations**

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- 
- 

## EMPLOYEE COMMENTS

The space below is reserved for the employee's comments concerning this performance review and/or an additional sheet may be attached.

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**SIGNATURES**

I certify by my signature below that the contents of this performance review have been discussed with the employee.

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**SUPERVISOR**

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**DATE**

I certify by my signature below that this performance review has been discussed with me. I have read and understand the contents. I understand that my signature does not necessarily indicate agreement with statements made herein.

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**EMPLOYEE**

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**DATE**