

# **AGREEMENT**

**between the**

**LYNN SCHOOL COMMITTEE**

**and the**

**LYNN TEACHERS UNION  
LOCAL 1037, AFT, AFL-CIO**

**OCCUPATIONAL THERAPISTS  
PHYSICAL THERAPISTS  
CLINICAL DIRECTORS  
SOCIAL WORKERS  
CHILD SERVICES PERSONS  
RECREATIONAL THERAPISTS**

**and**

**ASSISTANTS**

**2013-2014**

**2014-2015**

**2015-2016**



## TABLE OF CONTENTS

	Page		Page
Article I Union Recognition, Jurisdiction, and Definitions.....	1	F. Maternity Leave.....	9
Article II Committee Rights Clause.....	1	G. Union Leave.....	9
Article III Compensation.....	2	H. Leave for Conferences, Convention, Etc. ....	10
A. Basic Salary Schedules.....	2	I. Other Leaves.....	10
B. Compensation for Advanced Degrees.....	2	J. Jury Duty.....	10
C. Career Increments.....	2	K. Adoption Leave.....	10
D. Method and Time of Salary Payment.....	2	L. Returning from a Leave of Absence.....	10
E. Anniversary Date.....	3	Article VIII Professional Improvement.....	10
F. Work Before and/or After the Regular School Year.....	3	A. Curriculum Standards.....	10
G. Itemized Payroll Deductions.....	3	B. In-Service Training.....	10
H. Mileage Allowance.....	3	C. Course Approval.....	11
I. Severance Pay.....	3	D. Professional Development Activities.....	11
J. Placement on the Salary Schedule.....	3	Article IX Grievance Procedure.....	11
K. Hourly Rates of Pay.....	3	A. Definition.....	11
L. Job Preference.....	3	B. Adjustment of Grievance.....	11
M. Differentials for Special Service Personnel.....	3	1. Level 1-Principal.....	11
Article IV Fringe Benefits.....	4	2. Level 2-Deputy Superintendent of Schools.....	11
A. Blue Cross Blue Shield.....	4	3. Level 3-Superintendent of Schools.....	12
B. Life Insurance.....	4	4. Special Procedures for Grievances Relating Salary and Leave Matters.....	12
C. Pension.....	4	5. Time Limits.....	12
D. Tax-Free Annuity.....	4	Article X Arbitration.....	13
E. IRA Accounts.....	4	Article XI Union Privileges, Responsibilities, and Rights.....	13
F. Workers' Compensation.....	4	A. Fair Practices.....	13
G. Annual Redemption of Sick Leave.....	4	B. Dues Check-Off.....	13
Article V Working Conditions.....	5	C. Distribution of Materials.....	13
A. Duty-Free Lunch Period.....	5	D. Bulletin Boards.....	13
B. Length of School Day and School Year.....	5	E. No Union Activity on School Time.....	13
C. After School Meetings.....	5	F. Protection of Individual and Group Rights.....	13
D. Seniority.....	5	G. Information.....	14
E. Lay Off.....	6	H. Existing Laws and Regulations Preserved.....	14
F. Discharge.....	6	I. Printing of Contract.....	14
G. Evaluation.....	6	J. Agency Service Fee.....	14
H. Personnel Files.....	7	Article XII Handling of New Issues.....	14
I. Substitutes.....	7	Article XIII Savings Clause.....	14
J. Case Load.....	7	Article XIV Resolution of Differences by Peaceful Means.....	14
K. Preparation Time.....	7	Article XV Duration.....	15
L. School Facilities.....	7	Letter of Understanding.....	15
Article VI Transfers and Vacancies.....	7	Attachment A.....	15
Article VII Leaves of Absence.....	8	Appendix A-1 Basic Salary Schedule.....	16
A. Sick Leave.....	8	Appendix A-2 Basic Salary Schedule.....	16
Sick Bank Regulations.....	8	Appendix A-3 Basic Salary Schedule.....	17
B. Personal Leave.....	9	Appendix B-1 Basic Salary Schedule.....	17
C. Funeral Leave.....	9	Appendix B-2 Basic Salary Schedule.....	18
D. Military Leave.....	9	Appendix B-3 Basic Salary Schedule.....	18
E. Organized Reserved Forces.....	9		

**ARTICLE I  
UNION RECOGNITION, JURISDICTION, AND DEFINITIONS**

**A. Union Recognition**

The Lynn School Committee recognizes the Lynn Teachers Union, Local 1037, American Federation of Teachers, AFL-CIO as the exclusive bargaining representative for all occupational, physical, and recreational therapists including their assistants, clinical directors, social workers, child services persons, and other classifications which involve related therapeutic activity.

**B. Jurisdiction**

The jurisdiction of the Union shall include those persons now or hereafter who perform the duties or functions of the categories of employees in the bargaining unit, regardless of whether these duties or functions are performed by present, or modified by new processes or equipment.

**C. Definitions**

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 "therapist, clinical director, and child services person" and the term "person" as used in this Agreement means a person employed by the Committee in the bargaining unit as described in Article I.

The term "Committee" as used in this Agreement shall be understood to mean the School Committee of the City of Lynn, a public body organized under the applicable provisions of the Constitution of the Commonwealth, the General Laws of said Commonwealth as amended, and the City Charter of the City of Lynn, a political subdivision of said Commonwealth and functioning in accordance with the applicable laws, rules, and regulations as have been adopted, promulgated, or amended by said Commonwealth or City.

The term "Superintendent" as used in this Agreement shall be understood to mean the person holding the position of Superintendent of Schools of the Lynn School Department.

The term "Administration" or "The Administration" shall be understood to mean the same as Superintendent, Deputy Superintendent and Human Resource Manager.

The term "parties" as used in this Agreement refers to the Committee and the Union as participants in this Agreement.

The term "Union representative" as used in this Agreement means any qualified designee of the Union.

Wherever the singular is used in this Agreement it is to include the plural.

Whenever in this Agreement a personal pronoun is used, such pronoun shall be understood to apply equally to both male and female members of the bargaining unit.

**ARTICLE II  
COMMITTEE RIGHTS CLAUSE**

**Section A.**

It is agreed that the School Committee of the City of Lynn, hereinafter called "The Committee" or "The Lynn School Committee," is a public body established under, and with powers provided, by the General Laws of the Commonwealth of Massachusetts, and nothing in this Agreement shall be deemed to derogate from, or impair any right, duty, or privilege, conferred upon the Committee by statute or by any rule or regulation or an applicable agency of the Commonwealth of Massachusetts.

**Section B.**

Except as otherwise provided in this Agreement, or as otherwise provided in any law or rule or regulation promulgated under law, the School Committee acting through its Superintendent and/or other administrative representatives, shall exercise its functions, duties, and responsibilities in such manner as may be prescribed by such law or laws as may now or subsequently be in effect.

Among the functions, duties, and responsibilities included, but not limited thereto nor wholly inclusive, shall be the following: to hire, promote, transfer, assign, and retain employees within the Lynn Public Schools and to suspend, discharge, or take such other disciplinary action as may be provided for by law.

**Section C.**

The failure of the Committee to exercise any right or power hereby reserved to it, or the exercise by it of any such right in a particular manner shall not be deemed a waiver nor a restriction of any such exercise of rights.

**Section D.**

The Committee retains all powers, rights, duties, and authority which it had prior to entering into this Agreement except those matters agreed to herein.

**Section E.**

The Committee designates the Superintendent as its agent in all matters pertaining to this Agreement.

**ARTICLE III  
COMPENSATION**

**A. Basic Salary Schedules**

1. The salaries and differential of the members of the bargaining unit are set forth in Appendices A 1-3 and Appendices B 1-3 which are attached to and made a part of this Agreement.

2. Two (2) additional days for the purpose of staff development shall be compensated at the rate of 1/180<sup>th</sup> of each individual’s total salary per day. \*Students will not be in attendance on staff development days. They shall not be scheduled for weekends, holidays, or vacation periods.

The first staff development day shall be held on the Tuesday after Labor Day. The second staff development day shall be scheduled between the first day of student attendance and the last day of student attendance.

No meetings voluntary or other shall be scheduled prior to the first staff development day.

Such compensation shall be payable on or before July 1<sup>st</sup>.

**B. Compensation for Advanced Degrees**

Differentials for Bachelors + 15 credits, Bachelors + 30 credits, Master’s Degree, Master’s Degree + 15, Master’s Degree + 30, Master’s Degree + 45 credits and Doctorate Degree from an accredited institution shall be as set forth in the attached appendices.

Differentials for Assistant Therapist Certificate + 15, Assistant Therapist Certificate + 30, and Assistant Therapist Certificate + 45 credits towards a degree in Therapy and a Bachelors Degree in Therapy from an accredited institution shall be as set forth in the attached appendices.

**C. Career Increments**

Career increments for occupational therapists, physical therapists, recreational therapists, clinical directors, and child services persons shall be granted as follows:

4%	5 years	11th step	Masters + 30
6%	10 years	11th step	Masters + 30
8%	15 years	11th step	Masters + 30
12%	20 years	11th step	Masters + 30
14%	25 years	11th step	Masters + 30
17%	30 years	11th step	Masters + 30

Career increments for the assistants to occupational, physical, and recreational therapists shall be granted as follows:

4%	5 years	Working Foreman’s salary	step 3
6%	10 years	Working Foreman’s salary	step 3
8%	15 years	Working Foreman’s salary	step 3
12%	20 years	Working Foreman’s salary	step 3
14%	25 years	Working Foreman’s salary	step 3
17%	30 years	Working Foreman’s salary	step 3

Career increments shall be paid effective in September following the completion of years of service in the Lynn School System. Creditable years are cumulative, not necessarily consecutive.

For career increment purposes, members of the bargaining unit serving more than one-half (1/2) school year will receive credit for that year of service.

**D. Method and Time of Salary Payment**

Salaries shall be paid in forty-two (42) weekly installments, starting with the second week of the school year in September, and continuing until the payment of the forty-second installment. All installments shall be paid before June 30<sup>th</sup>. If a bargaining unit member leaves or dies during the school year, he or his estate shall be entitled to a

prorated share based on his period of service in relation to the number of days schools are in session during the school year, minus the compensation already paid.

The annual salary including career increments, differentials, and advanced degrees shall be divided by 180 and multiplied by the appropriate number of days.

**E. Anniversary Date**

For purpose of salary payment, members of the bargaining unit serving more than one-half (1/2) school year will advance a step on the salary schedule each September.

**F. Work Before and/or After the Regular School Year**

Any bargaining unit member required to work before and/or following the close of the school year shall be compensated at the same rate of salary which they receive during the school year, such payment to be based upon an hourly, daily, or weekly rate, whichever is applicable.

**G. Itemized Payroll Deductions**

A statement of weekly payroll deductions shall be provided to each employee.

**H. Mileage Allowance**

Traveling employees covered by this Agreement who are authorized to use private automobiles for school business shall be reimbursed at the rate of six hundred dollars (\$600.00) per year. [Federal Programs shall be reimbursed at the rate of thirty-two and one half cents (\$.325) per mile.]

**I. Severance Pay**

1. Severance pay of fifty percent (50%) of accumulated sick leave days will be paid to a legitimate retiree under the Municipal Employees Pension Plan. The preceding applies only to members of the bargaining unit employed as of June 30, 1987.

2. In the event of death, payment shall be made to the employee's estate or named beneficiary.

3. Employees first appointed after June 30, 1987, shall not be eligible for severance pay as aforesaid. Sick leave accumulated by any employee after June 30, 1987, shall not be credited for severance purposes. In the event that eligible employees must use sick days from the accumulation credited for severance purposes, said employee may replace those days used to the level credited to her/him as of June 30, 1987, from any sick leave accumulated thereafter.

4. A retiring employee shall have the option of receiving her/his cash payment on the date of her/his retirement or in a schedule of payments not to exceed five (5) fiscal years; such option shall be exercised in writing by the employee at least one (1) week prior to his retirement. Any amount in excess of ten thousand dollars (\$10,000.00) must be deferred to the second year or, at the employees option, a later year.

**J. Placement on the Salary Schedule**

Members of the bargaining unit shall be placed on the salary schedule at the step appropriate for training and creditable years of experience.

**K. Hourly Rates of Pay**

Effective September 1, 2006, thirty-five dollars (\$35.00) per hour shall be the rate of pay for other assignments of the bargaining unit members excluding the assistant therapists.

Effective September 1, 2006, thirty-two dollars (\$32.00) per hour shall be the rate of pay for other assignments of the aforementioned assistants.

Effective July 1, 2015, forty dollars (\$40.00) per hour shall be the rate of pay for other assignments of the bargaining unit members excluding the assistant therapists.

Effective July 1, 2015, thirty-seven dollars (\$37.00) per hour shall be the rate of pay for other assignments of the aforementioned assistants.

**L. Job Preference**

Members of the bargaining unit shall have a job preference on all bargaining unit positions beyond the regular school day or school year. On-site employees shall have first preference for positions designated for that specific school population.

Seniority based on consecutive years of experience in the Lynn School Department, certification, and ability to perform shall govern all assignments.

**M. Differentials for Special Service Personnel**

Effective September 1, 2006, lead therapists shall receive a one thousand dollar (\$1,000.00) stipend annually and supervising therapists shall receive a five hundred dollar (\$500.00) stipend annually. Said stipends shall be issued in January (50%) and June (50%).

**ARTICLE IV  
FRINGE BENEFITS**

**A. Blue Cross Blue Shield**

The City of Lynn shall provide seventy-five percent (75%) of the cost of the Blue Cross Blue Shield plan or HMO adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

The current City policy for retirees shall remain in force.

The City of Lynn shall provide a pre-tax deduction of insurance premiums in accordance with Section 125 of the Internal Revenue Code.

**B. Life Insurance**

The City of Lynn shall provide seventy-five percent (75%) of the cost of a ten thousand dollar (\$10,000.00 life insurance policy as adopted by the City under Chapter 32B of the General Laws of the Commonwealth.

The current City policy for retirees shall remain in force.

**C. Pension**

The parties agree that all provisions of the Municipal Employees Pension Plan or the Massachusetts Teachers Retirement System shall be made a part of this Agreement.

**D. Tax-Free Annuity**

1. Employees shall be allowed to take advantage of the federal law concerning tax-free annuities.
2. Such employees may join an approved company in September. Increases may be made in September or January. Decreases will be accepted at any time.

**E. IRA Accounts**

Employees shall be allowed to take advantage of the federal law concerning tax-free IRA Accounts through payroll deductions to a bank or financial institution of their choice. The Committee will request the Treasurer of the City of Lynn to deduct and submit said sums as specified.

**F. Workers' Compensation**

Employees shall be included under the provisions of the Workers' Compensation Law.

An employee who is absent because of a personal injury arising out of or in the course of his employment shall be paid full pay during the statutory period of exemption, without loss of personal sick days. Following the period of the statutory exemption, Workers' Compensation Disability Allowance shall be paid. Employees eligible for Workers' Compensation shall be allowed to draw upon sick leave benefits until weekly compensation is paid. Requests are to be made with the Human Resource Manager.

Upon request, the employee may be able to draw from sick leave benefits to make up the difference between the Workers' Compensation coverage and their weekly salary.

Upon presentation of medical bills, each employee shall be reimbursed by the Committee for all medical expenses, to the extent that such expenses are not already covered by the Committee.

**G. Annual Redemption of Sick Leave**

An employee who has used fewer than a total of five (5) sick days for the school year may elect to redeem sick days in a lump sum cash payment in accordance with the following schedule:

Annual Sick Days	Sick Days Used	Available Redemption
15	0	5
14	1	4
13	2	3
12	3	2
11	4	1
10	5	0

Prior to the close of school in June of each year, the School Department will notify each qualifying employee of the number of days he may redeem. Such compensation shall be included in the last paycheck of the regular school year.

Unredeemed sick days will be accumulated in the same manner provided in Article VII, Section A.

**ARTICLE V  
WORKING CONDITIONS**

**A. Duty-Free Lunch Period**

Every member of the bargaining unit shall be provided with at least a thirty (30) minute duty-free lunch period.

**B. Length of School Day and School Year**

1. The regular term of all day schools shall constitute not more than 180 instructional days and two (2) additional non-instructional days for staff development purposes. The first staff development day shall be the Tuesday after Labor Day (September 2, 2013, September 1, 2014, September 7, 2015). Students will report to school the Wednesday after Labor Day and continuing into the month of June until the school term is completed. The second staff development day shall be scheduled between the first day of student attendance and the last day of student attendance.

During the school year 2013-2014, school will be suspended on Saturdays and Sundays; October 14, 2013; November 11, 2013; Noon prior to Thanksgiving (November 28, 2013) until the following Monday; Monday, December 23, 2013 through Wednesday, January 1, 2014; January 20, 2014; February 17-21, 2014; Friday, April 18, 2014; April 21-25, 2014; May 26, 2014.

During the school year 2014-2015, school will be suspended on Saturdays and Sundays; October 13, 2014; November 11, 2014; Noon prior to Thanksgiving (November 27, 2014) until the following Monday; Wednesday, December 24, 2014 through Friday, January 2, 2015; January 19, 2015; February 16-20, 2015; Friday, April 3, 2015; April 20-24, 2015; May 25, 2015.

During the school year 2015-2016, school will be suspended on Saturdays and Sundays; October 12, 2015; November 11, 2015; Noon prior to Thanksgiving (November 26, 2015) until the following Monday; Monday, December 21, 2015 through Friday, January 1, 2016; January 18, 2016; February 15-19, 2016; Friday, March 25, 2016; April 18-22, 2016; May 30, 2016.

2. The school day for members of the bargaining unit shall be defined as a six (6) hour fifteen (15) minute day for elementary schools and a seven (7) hour day for secondary schools. Employees shall be at their assignment at least fifteen (15) minutes before the start of school and shall remain at their assignment fifteen (15) minutes beyond the end of the school session.

3. The Committee may adjust the hours of the school day provided the number of hours are not increased and no regular school session begins before 7:45 a.m. or extends after 3:00 p.m.

If it becomes necessary to begin any regular school session before 7:45 a.m. or extend it after 3:00 p.m., this will not be done without consultation with and agreement of the Union.

4. Employees may leave the building during the school day with the approval of the school principal, provided however, that employees may leave the building during their lunch period, giving notice to the office upon leaving, and upon return.

**C. After School Meetings**

1. The parties agree that attendance at three (3) PTA meetings or Open Houses shall be required. Employees serving in more than one (1) school building shall not be required to attend more than three (3) meetings. The employee and respective school principals shall arrange an appropriate visitation schedule at alternating sites. The employee will be available for all students under his/her supervision. Attendance at additional PTA meetings shall be by mutual agreement between the faculty and the principal.

2. Conferences with parents shall be conducted at the close of the school day by prior arrangement between the parent and the employee.

3. Employees may be required to attend up to ten (10) in-service and/or curriculum meetings each year.

4. Building meetings shall be held at reasonable intervals at the discretion of the principal. Advance notice of such meetings shall be provided at least forty-eight (48) hours prior to the meeting except in an emergency.

5. All meetings shall not exceed one (1) hour beyond the close of school.

**D. Seniority**

1. Seniority is defined as length of continuous service in the Lynn School System. Periods of service divided by a break due to resignation or termination shall not be added together to determine seniority.

2. In the case of employees appointed at the same School Committee meeting, the order of appearance in the School Committee minutes shall determine the order of seniority.

3. Each September the Committee shall post on all bulletin boards, and send to the Union, an updated seniority list addition, showing the date of hire of each new employee. A challenge to placement on the list shall be deemed waived unless grieved within fifteen (15) working days from date of posting.



4. Long-term substitutes shall not receive a seniority date until he/she has been working sixty (60) school days in succession and at that time his/her seniority date shall be deemed retroactive to the first day of said sixty (60) day period.

5. A member of the bargaining unit, first employed after September 1, 1997, in a position for which they do not possess a Massachusetts license shall not accrue seniority status. All members of the bargaining unit employed prior to September 1, 1997, shall be grandfathered. For the purpose of this section, employment shall mean the first day of active service.

#### **E. Lay Off**

1. In the event of a cut back in programs, employees shall be terminated on the basis of seniority; the employee with the least seniority being the first to be laid off. Therapists shall be permitted to exercise their seniority rights to replace a therapist or assistant with less seniority within certification. Assistants to the therapists shall be permitted to exercise their seniority rights to replace an assistant with less seniority within certification.

Clinical directors shall be permitted to exercise their seniority rights to replace a clinical director with less seniority within certification. Child services persons shall be permitted to exercise their seniority rights to replace a child services person with less seniority within certification.

2. Any laid off member of the bargaining unit shall be placed on a recall list with a copy made available to the Union.

3. A member on layoff shall be recalled in order of seniority to a position within the bargaining unit for which he/she is certified before any new employee is hired.

4. An employee in the bargaining unit who is laid off because of lack of work and who is recalled within five (5) years shall regain the seniority and shall be credited with the accumulated sick leave to which he/she was entitled at the time he/she was laid off.

5. Employees on layoff shall be allowed to retain their Blue Cross Blue Shield or HMO coverage at group rates provided that the employee will assume one hundred percent (100%) of the cost as adopted by the City.

6. Employees on layoff shall receive prior notice of the time and place of postings. A member on layoff must fully exercise their seniority rights at the time of posting of available positions. Failure to do so shall be a termination of seniority rights.

7. The School Committee agrees that it shall not contract out any positions or jobs performed by members of the bargaining unit.

#### **F. Discharge**

An employee shall not be discharged except for just cause. The required notice of termination is thirty (30) days.

#### **G. Evaluation**

1. All observations of performance shall be conducted personally and with full knowledge of the employee and with prior notice. Prior notice shall be at least one (1) school day and not more than five (5) school days before the observation is to occur. If the evaluator does not evaluate within the aforementioned parameters the prior notice must be repeated.

2. The principal in each building or the Superintendent's designee shall be responsible for the evaluation of all employees assigned to the building.

3. When employees are observed by more than one (1) evaluator, they shall be advised by the principal or the Superintendent's designee of the exact division of such responsibility.

4. No adverse comments shall be given by evaluators in the presence of others.

5. The evaluator shall meet with the employee to discuss the evaluation report and to render constructive assistance. A copy of the evaluation report shall be given to the employee upon request. The employee shall have the right to make a written reply which shall be attached to the evaluation report.

6. After discussion, the employee shall sign the report, but said signature does not necessarily indicate agreement with the contents.

7. If the evaluation report is the basis for a discharge procedure, it shall be subject to the grievance and arbitration procedure.

8. A copy of each evaluation report shall be filed in the employee's personnel file and a copy provided to the employee immediately following the discussion referred to in item #5 above.

9. After three (3) years, an employee may have all negative material removed from his/her file and destroyed, provided there is no reoccurrence.

10. A committee shall be formed to explore a new evaluation system for members of this bargaining unit. The committee's membership shall be comprised of three (3) members to be appointed by the Union and three (3)

members appointed by the Administration. The committee shall report back to the parties for negotiations and ratification.

#### **H. Personnel Files**

1. Employee files shall be maintained under the following circumstances:
  - a. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the files by an administrator unless the employee is sent a dated copy at the same time.
  - b. The employee shall have the right to submit a response to the statement. The employee's answer shall also be included in the file.
  - c. Upon request, an employee shall be given access to his/her file within twenty-four (24) hours.
  - d. Upon receipt of a written request, the employee shall be furnished a reproduction of any material in his/her file.
2. Reports kept by Administrators at the school level are subject to the same provisions as official personnel files.
3. Official grievances filed by any employee under the grievance procedure as outlined in this Agreement shall not be placed in the personnel file of the employee; nor shall such grievance become a part of any other file or record which is utilized in the promotion process; nor shall it be used in any recommendations for job placement.

#### **I. Substitutes**

Every effort will be made to hire substitutes to cover assignments of employees when they are absent.

A committee comprised of three (3) members appointed by the Union and three (3) members appointed by the Administration shall convene no later than October 15, 2012. Whereas governing authorities and regulations mandate the therapeutic services provided by members of this bargaining unit, the aforementioned committee shall develop recommendations and protocols for the hiring of substitutes. The findings of the committee shall be reported to the parties no later than April 15, 2013.

#### **J. Case Load**

A committee shall be formed to examine the case loads of the members of this bargaining unit. The committee shall be chaired by the SPED Director or his designee. The committee's membership shall be comprised of four (4) members to be appointed by the Union and four (4) members appointed by the Administration. The findings of the committee shall be reported to the parties no later than May 1, 2016.

#### **K. Preparation Time**

A committee comprised of three (3) members appointed by the Union and three (3) members appointed by the Administration shall convene no later than October 15, 2007. The committee will examine the feasibility of providing preparation time. If the committee concluded by majority vote that available time already exists or additional time could be made available without impacting the School Department budget, then said additional preparation time will be provided. The School Business Manager will certify that there will be no financial impact on the budget.

All preparation time is defined as unassigned individual work time.

#### **L. School Facilities**

The Lynn Public Schools remain committed to providing and maintaining healthy and safe working and learning conditions, and to initiating and maintaining operating practices that will safeguard employee and student health and safety.

## **ARTICLE VI TRANSFERS AND VACANCIES**

During the school year when vacancies within the bargaining unit occur, they shall be filled on a temporary basis. All available positions shall be posted on June 1 and on June 15 in the Administration Building, with a copy sent to the Union by mail.

Applications shall be filed in writing with the Office of the Superintendent, or his designee, within five (5) days of the posting.

Notice of transfer shall be given to an employee as soon as possible following the granting of the employee's request.

Seniority based on consecutive years of experience in the Lynn School Department, certification, and ability to perform shall govern all voluntary and involuntary transfers.

Any involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent, or his designee, at which time the employee shall be notified of the reason of the transfer.

All members of the bargaining unit actively employed, including those from an authorized leave of absence, adversely affected by the closing of positions or prior transfers must fully exercise their seniority rights at the time of posting of available positions. Failure to do so shall be a termination of seniority rights.

## **ARTICLE VII LEAVES OF ABSENCE**

### **A. Sick Leave**

1. In the case of personal illness or accident, or illness in the immediate family (parent, husband, wife, child, brother, sister, or other relationship determined by the Superintendent of Schools,) employees shall be allowed absence of fifteen (15) working days during each school year without loss of pay.

Such leave not used in the year of service for which it is granted shall be accumulated for use in subsequent years.

Any accumulation of sick leave days which present employees have at the effective date of this Agreement shall be retained.

2. Employees completing twenty (20) years of service shall be entitled to apply for a maximum of two (2) thirty-two (32) day sick leave extensions.

3. Any employee in the Lynn School Department excluded or removed from employment on account of tuberculosis in a communicable state shall be carried on sick leave with pay for the entire period of such exclusion or removal, but in no case for more than two (2) years, and for such further additional period as he may be entitled to under the regulations of the Lynn School Committee.

4. Each member of the bargaining unit shall receive a notice of his/her accrued sick leave during the month of September. The information should be transmitted in a sealed envelope.

5. Effective September 1, 2004, after thirty (30) consecutive days of absence, the School Committee has the right to send an employee to a physician chosen by the School Committee at School Committee expense. If the employee's physician and the School Committee's physician disagree, the School Committee reserves the right to send the employee to a third doctor not affiliated with the first or second at School Committee expense. The employee will be bound by the majority opinion of the physicians visited.

6. Members of the bargaining unit may participate in the teacher unit sick bank under the regulations in Article VIII, Section B., of the teachers contract. (Voted by the Lynn Teachers Union on February 15, 1995.)

There shall be established a Sick Leave Bank under the following conditions:

#### **Sick Bank Regulations**

The purpose of the Sick Leave Bank will be to provide its members sick leave with pay for periods of disability resulting from catastrophic illness, accident, or injury.

a. Any member of the bargaining unit who so certifies may assign one (1) sick day annually to the Sick Leave Bank in September or upon employment.

b. Such member, five (5) days after the exhaustion of his personal sick leave, both annual and accumulated, and who still is disabled due to an extended illness or injury may draw upon the bank, if application is approved. Applications for the withdrawal of days shall be made to the Sick Leave Bank Committee by written notice to the Human Resource Manager. Applications must be filed prior to use of the Bank and contain medical verification substantiating the inability to work. For long-term absences, a second medical opinion may be required.

c. The Sick Bank shall be administered by a Sick Leave Bank Committee composed of two (2) members designated by the Union and two (2) members designated by the School Committee to serve for a period of two (2) years. The Sick Leave Bank Committee shall receive all requests for use of the Sick Leave Bank filed with the Human Resource Manager. Approval of all requests for use of the Sick Bank will be made by the Superintendent and the Union President.

d. Upon approval of the initial request, the Sick Leave Bank Committee shall allow up to twenty (20) days use by the member. Where circumstances warrant, additional entitlement may be granted upon written request at the discretion of the Superintendent and the Union President.

e. The decisions of the Superintendent and the Union President shall be final and binding.

f. Any member of the Sick Leave Bank who so certifies may terminate membership in the Bank; however, members shall not be entitled to withdraw days previously contributed. Any member who fails to contribute the required day annually shall be terminated in the same manner.

**B. Personal Leave**

1. Employees shall be granted three (3) days of personal leave annually. Effective September 1, 2015, employees shall be granted four (4) days of personal leave annually. Such leave may not be accumulated. No reasonable request for such leave shall be denied. Specific reasons need not be given. Such leave must be requested in writing to the principal at least forty-eight (48) hours in advance except in an emergency.
2. Unused personal leave shall be added to the accumulated sick leave at the end of the school year.

**C. Funeral Leave**

1. Four (4) days funeral leave including the day of the funeral shall be granted to employees upon the death of anyone in the immediate family, their mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, or anyone residing in the same household with the employee. The preceding shall also apply to step relatives.
2. Permission to attend the service shall be granted to at least one (1) employee per building in the case of death of an employee retired from that building.
3. Upon the death of an active member of the bargaining unit, the school at which the member worked shall be closed during the hours of the funeral. Members shall attend the service or report to school.
4. Funeral leave of one (1) day shall be allowed on the death of an aunt, uncle, niece, nephew, or in-laws if not living in the household.
5. Additional days for out-of-state travel may be granted at the discretion of the Superintendent.

**D. Military Leave**

Military leave of absence, without pay, may be granted to a permanent employee inducted into the armed forces for the required length of service, according to the terms of the Selective Services and Training Act of 1940, and subsequently amendments by Congress.

**E. Organized Reserve Forces**

Every person who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the General Laws, leave of absence, without loss of pay, during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not exceed seventeen (17) days.

**F. Maternity Leave**

1. Upon reasonable notice to the Superintendent of Schools, an employee shall be granted a maternity leave of absence without pay to become effective at her discretion and to terminate not more than two (2) years after the termination of pregnancy. However, to continue employment after the sixth (6th) month of pregnancy, the employee shall secure a medical doctor's certificate stating that such pregnancy will not interfere with her health and her physical ability to perform her duties.
2. An employee on maternity leave shall notify the Superintendent of Schools of her intent to return at any time during the two (2) year period after termination of pregnancy.
3. If an employee fails to return from the maternity leave by the expiration of the two (2) year period, her employment shall be terminated.
4. Unless the employee notifies the Superintendent of Schools during the two (2) year period of the date of her availability to return within the two (2) year period of the maternity leave, her employment shall be terminated.
5. An employee returning from maternity leave will be reinstated to her previous position, if there is a vacancy, or to another comparable vacant position for which she is qualified.
6. The employee returning from a maternity leave will retain all her previous rights. Salary placement shall be at the next step of the salary schedule if the employee served one-half (1/2) or more of the school year in which the leave was granted.
7.
  - a. Employees shall be entitled to receive compensation for accumulated sick leave days for any time period during which they are disabled due to pregnancy, childbirth, or related conditions.
  - b. Employees, at their option, are entitled to use fewer sick leave days than the amount to which they are eligible.
  - c. Employees shall be paid for the sick leave days at the applicable rate as of the time period for which the sick leave is claimed.
  - d. The Committee may request medical verification of the disability forty-two (42) calendar days from the date of delivery in order for the employee to continue the use of sick leave benefits.

**G. Union Leave**

An employee who is an officer of the Union or who is appointed to its staff shall, upon proper application in June of the previous year, be given a leave of absence without pay for the purpose of performing legitimate duties for the

Union. Employees given leaves of absence without pay for a school year shall receive credit toward annual salary increments on the schedules appropriate to their rank.

**H. Leave for Conferences, Conventions, Etc.**

With the approval of the School Committee no more than three (3) official delegates of the Lynn Teachers Union shall be granted leave with pay to attend conventions of affiliated bodies, educational conferences, or other functions which contribute to the advancement of educational welfare in the City of Lynn.

**I. Other Leaves**

1. An employee in the bargaining unit shall be granted a leave of absence of one (1) school day with pay to attend commencement exercises at which he will be awarded a degree.
2. An employee in the bargaining unit shall be granted a leave of absence with pay for one (1) day to attend commencement exercises excluding K-6 at which his wife, husband, son, or daughter will be awarded a diploma or degree.
3. If an employee attending summer school, under a program approved by the Superintendent of Schools, finds his assignment commencing prior to the close of school, he shall be released prior to the closing of school without pay.
4. An employee shall be granted his regular salary without loss of pay when required to report for a Selective Service Examination.
5. Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve with the National Teacher Corps or the Commonwealth Teacher Corps in a community other than Lynn.
6. Members of the bargaining unit shall be granted a leave of absence without pay for two (2) years to serve in the Peace Corps.
7. An employee who marries shall be granted two (2) weeks leave without compensation.

**J. Jury Duty**

A member of the bargaining unit shall be granted leave for jury duty and any difference in pay over compensation for jury duty shall be made up by the School Committee.

**K. Adoption Leave**

Upon reasonable notice to the Superintendent of Schools, an adopting parent shall be granted an adoption leave of absence without pay to become effective at his/her discretion and to terminate not more than two (2) years from the day of the adoption. If an employee fails to return from the adoption leave by the expiration of the two (2) year period, his/her employment shall be terminated.

**L. Returning from a Leave of Absence**

1. A member of the bargaining unit granted a leave of absence during one school year, for a full year or less, upon conclusion of the leave will return to his/her assignment. A substitute will be employed during the leave of absence.
2. A member of the bargaining unit, granted a leave of absence or extension thereof extending into two (2) school years, will have his/her assignment posted in June. Upon return, the member of the bargaining unit will apply for an open position in accordance with Article VI.
3. Any individual intending to return from a long-term leave of absence shall notify the Administration before May 1 of that year.
4. Any individual returning from a long-term leave of absence who returns prior to the end of the academic year shall be placed in the least senior position available in accordance with his/her license and fully exercise their rights in June.

**ARTICLE VIII  
PROFESSIONAL IMPROVEMENT**

**A. Curriculum Standards**

1. Opinions and suggestions as to the kind of instructional materials purchased shall be sought from personnel and determination shall be made by the Committee.
2. Delivery of all supplies for the following year shall be made as soon as possible prior thereto. Employees shall be notified concerning supplies and materials which are denied, or which will not be available, if possible.

**B. In-Service Training**

1. The parties agree that the School Committee should continue to provide improved and diversified in-service training programs.

2. Employees selected to participate in summer programs shall be reimbursed in accordance with Article III, Section K.

3. The Committee and the Union agree to work affirmatively to implement their mutual objectives of effective integration of faculties and student bodies in all Lynn Public Schools.

**C. Course Approval**

College courses to be credited toward progression on the salary schedule must be approved in advance by the Superintendent of Schools.

**D. Professional Development Activities**

1. Members of the bargaining unit shall receive one (1) salary credit for each ten (10) professional development points earned. This section shall apply only to internal activities offered by the Department. PDP's for salary credit shall require the advanced approval of the Superintendent or his designee. (Note: This applies to credits earned after September 1, 1997.)

2. Members of the bargaining unit shall receive a list of all scheduled professional development activities for the school year no later than October 1. Amendments to the schedule shall be communicated to all members.

3. The committee shall provide in-service training to the professional staff for salary credit. For salary purposes, one (1) credit shall be granted for ten (10) hours of participation. All courses must be approved by the Superintendent in advance.

A joint management and Union committee shall meet in September to determine the in-service activities for that school year.

The Union may provide in-service programs for salary credit under the same conditions with prior approval of the Superintendent.

4. At least one (1) professional day each year shall be planned and implemented by the Administration for members of this bargaining unit. This professional day must pertain to work related issues.

5. Members of the bargaining unit shall attend activities on staff development days and be compensated at the rate of 1/180th of each individual's total salary per day. For salary purposes, staff development days are regular work days.

Such compensation shall be payable on or before July 1<sup>st</sup>.

**ARTICLE IX  
GRIEVANCE PROCEDURE**

**A. Definition**

1. A "grievance" shall mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

2. As used in this Article the term "employee" shall mean either an individual employee or a group of employees having the same grievance.

3. The Union may initiate and process grievances under the following procedure, acting in place of the employee.

**B. Adjustment of Grievance**

1. Level 1-Principal

a. An employee may present a grievance to the principal of the school within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of his complaint, unless the grievant has a valid excuse for later filing.

b. The employee and the principal shall first confer on the grievance with a view to arriving at a mutually satisfactory resolution of the complaint. At the conference, the employee may be represented by the appropriate Union representative; but where the employee is represented he must be present. Whenever a grievance is presented to the principal by the employee personally, the principal shall give the Union representative the opportunity to be present and state the views of the Union.

c. The principal of the school shall communicate his decision in writing to the aggrieved employee and to the Union representative who participated within five (5) school days after receiving the complaint.

d. The principal shall send a copy of his decision to the Deputy Superintendent.

2. Level 2-Deputy Superintendent of Schools

a. If the grievance is not satisfactorily adjusted, the aggrieved employee may appeal it within five (5) school days to the appropriate superior for a satisfactory adjustment. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based.

- b. The Deputy Superintendent shall meet and confer with the aggrieved employee. The aggrieved employee and his representatives, if any, shall be given at least two (2) school days notice of the conference and an opportunity to participate.
  - c. The employee shall be present at the conference, except that he need not attend where it is mutually agreed that no facts are in dispute and that sole question is one of interpretation of a provision of this Agreement, or of what is established policy or practice.
  - d. Notice of the conference shall also be given to the principal of the school who rendered the decision at Level 1. The principal of the school may be present at the conference to state his or her views.
  - e. Where the employee is not represented by the Union at this level, the appropriate superior shall furnish the Union with a copy of the appeal from Level 1, together with notice of the date of the conference. In such cases, the Union may be present and state its views.
  - f. The appropriate superior shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee, to the Union representatives who participate at this level, and to the principal of the school who rendered the decision at Level 1 within ten (10) school days after receiving the appeal.
3. Level 3-Superintendent of Schools
- a. If the grievance is not resolved at Level 2, the aggrieved employee may appeal from the decisions at Levels 1 and 2 to the Superintendent of Schools within ten (10) school days after the decision of the appropriate superior has been delivered. The appeal shall be in writing, shall set forth specifically the reasons for the appeal, and shall be accompanied by a copy of the appeal and the decision at Level 2.
  - b. The Superintendent of Schools, or his designated representative, shall meet and confer with the aggrieved employee with a view to arriving at a mutually satisfactory resolution of the complaint. The aggrieved employee and the appropriate Union representative shall be given at least two (2) school days notice of the conference and an opportunity to be heard.
  - c. Notice of the conference shall also be given to the principal of the school and to the Deputy Superintendent. The principal of the school and the appropriate superior may be present at the conference and state their views.
  - d. When the employee is not represented by the Union at this level, the Superintendent of Schools shall furnish the Union with a copy of the appeal from Level 2 together with notice of the date of the conference. In such cases, the Union may be present and state its views.
  - e. The Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved employee and to any Union representatives who participated at this level within ten (10) school days after receiving the appeal.
  - f. The principal of the school and the appropriate superior shall also receive a copy of any decision at this level.
4. Special Procedures for Grievances Relating to Salary and Leave Matters
- a. Any grievance based on a complaint that the employee has been placed on the wrong salary schedule, or step, or that he has been improperly denied an increment, or that his salary has been miscalculated, or that the person's absence deduction was improperly calculated, shall be filed directly with the Human Resource Manager and shall next be appealed to the Superintendent of Schools. In such cases, the provisions of the general procedures relating to Level 2 shall apply to the presentation and adjustment of the grievance at the level of the Deputy Superintendent except that:
    - (1) The grievance shall be filed within fifteen (15) school days following knowledge by the grievant of the act or condition which is the basis of the complaint, unless the grievant has a valid excuse for later filing.
    - (2) The employee need not be present at the conference.The provisions of the general procedures relating to Level 3 shall apply to any appeal to the Superintendent of Schools from the decision of the Human Resource Manager.
5. Time Limits
- a. The time limits in this Article may be extended by mutual agreement.
  - b. Failure at any level of the grievance procedure to appeal within the specified time limits shall be considered acceptance by the employee of the decision rendered.
  - c. Failure at any level of the grievance procedure to communicate a decision within the specified time limits shall permit the employee to proceed to the next level.

## **ARTICLE X 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. The proceeding may be initiated by filing with the School Committee 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, under the grievance procedure. The voluntary labor arbitration rules of the American Arbitration Association shall apply to the proceeding. The parties shall determine by lot which of them shall strike first from the list of arbitrators submitted.

The arbitrator shall issue his decision not 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 issues submitted. The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both will abide by it. The arbitrator's fee will be shared equally by the parties to the dispute.

The Committee 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 any employee in any grievance which is substantially similar to a grievance denied by the decision of an arbitrator.

## **ARTICLE XI UNION PRIVILEGES, RESPONSIBILITIES, AND RIGHTS**

### **A. Fair Practices**

As sole collective bargaining agent the Union will continue its policy of accepting into voluntary membership all eligible persons in the unit without regard to race, color, creed, national origin, sex, marital status, age, or handicap. 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, creed, color, national origin, sex, marital status, age, handicap, or participation in or association with the activities of any employee organization.

### **B. Dues Check-Off**

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

The amount of Union dues payable to the Lynn Teachers Union, Local 1037, American Federation of Teachers, AFL-CIO, shall be deducted from the salaries weekly and transmitted to the Union Treasurer weekly.

2. The Union shall be notified of any employee withdrawing or dropped from payroll deductions.

3. Any employee desiring to have the Committee discontinue deductions that he has previously authorized must provide written notice to the Committee.

4. When authorized in writing by an employee on a properly executed form, the amount of his loan and savings payments to the Lynn Teachers Credit Union shall be deducted from his salary and transmitted to the Treasurer of the Credit Union.

### **C. Distribution of Materials**

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

### **D. Bulletin Boards**

The Union shall be permitted to post Union-related notices and other materials on the school bulletin board.

### **E. No Union Activity on School Time**

The Union agrees that no employee will engage in Union activity during the time of regular assignments.

### **F. Protection of Individual and Group Rights**

1. Nothing contained herein shall be construed to prevent the Committee, a member of the Committee, or its designated representatives, from meeting with any employee for expression of the employee's views. In the area of collective bargaining, no changes or modifications shall be made except through consultation or negotiation with the Union. Nothing contained herein shall be construed to permit any organization other than the Union to appear in an official capacity in the processing of a grievance.



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

**G. Information**

The Committee shall make available to the Union, upon its reasonable request, all records relevant to negotiations, or necessary for the proper enforcement of this Agreement.

**H. Existing Laws and Regulations Preserved**

The rights and benefits of persons provided herein are in addition to those provided by City, State, or Federal law, rule or regulation, including without limitation all applicable tenure, pension, or education laws and regulations.

**I. Printing of Contract**

The Committee agrees to pay one-half (1/2) the cost of printing the Agreement in booklet form and to distribute copies of the Agreement to each employee presently employed by the Committee and to each new employee hired by the Committee.

**J. Agency Service Fee**

Any member of this bargaining unit who is not a member of the Lynn Teachers Union shall be required, as a condition of employment, to pay an agency fee to the Lynn Teachers Union, Local 1037, American Federation of Teachers, AFL-CIO.

Such payment shall be in accordance with Massachusetts statute, G.L. c.150E, Section 12.

**ARTICLE XII  
HANDLING OF NEW ISSUES**

Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Committee:

With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Committee agrees it will make no changes without prior consultation and negotiation with the Union.

By the Union:

In any matter not covered in this Agreement which is a proper subject for collective bargaining, the Union may raise issue with the Committee for consultation and negotiation; except that the Union shall not seek to renew to be effective during this Agreement any question introduced, debated, and settled either negatively or affirmatively, during the bargaining prior to final settlement.

Being a mutual Agreement, this instrument may be amended at any time by mutual consent.

**ARTICLE XIII  
SAVINGS CLAUSE**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be subject to appropriate consultation and negotiation with the Union.

In the event that any provision of this Agreement is or shall be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE XIV  
RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS**

The Union and the Committee agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Union shall for the term of this Agreement, not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties.

**ARTICLE XV  
DURATION**

This Agreement and each of its provisions shall be in effect as of September 1, 2013, and shall continue in full force and effect until August 31, 2016. Negotiations for a subsequent agreement shall commence on November 1, 2015, on all items. The School Committee and the Union agree to a salary reopener effective at the request of either party.

**LETTER OF UNDERSTANDING  
between the LYNN SCHOOL COMMITTEE and the  
LYNN TEACHERS UNION, LOCAL 1037, AFT, AFL-CIO**

Incorporated by reference are Sections 5-7 of the Home Rule Petition. (See Attachment A.)

**ATTACHMENT A**

**Section Six:**

Article 5 of the Charter of the City of Lynn is hereby amended by inserting the following:

**Section 5-7 Allotments**

On or before August 1<sup>st</sup> of each year, or within ten (10) days after the approval of the City Council and the Mayor of the annual appropriation order for such fiscal year, whichever shall occur later, the city officials in charge of departments or agencies including the Superintendent of Schools for the School Department, shall submit to the Chief Financial Officer, with a copy to the City Clerk, in such form as the Chief Financial Officer may prescribe, an allotment schedule of the appropriations of all personnel categories included in said budget, indicating the amounts to be expended by the department or agency for such purposes during each of the fiscal quarters of said fiscal year, or such shorter time periods as the Mayor or Chief Financial Officer may prescribe.

Whenever the Chief Financial Officer determines that any department or agency, including the School Department, will exhaust or has exhausted its quarterly or shorter time period allotment and any amounts unexpended in previous periods, he shall give notice in writing to such effect to the Department Head, the Mayor, the City Solicitor, and the City Clerk who shall transmit the same to City Council. Upon such determination and upon giving such notice, the Chief Financial Officer shall provide such officers additional reports on at least a monthly basis indicating the status of such accounts.

The Mayor within seven (7) days after receiving such notice, shall determine whether to waive or enforce such allotment. If the allotment for such period is waived or not enforced, as provided above, the department or agency head shall reduce the subsequent period allotments appropriately. If the allotment for such period is enforced or not waived, thereafter the department shall terminate all personnel expenses for the remainder of such period. All actions, notices, and decisions provided for in this section shall be transmitted to the City Council and the City Clerk within seven (7) days.

No personnel expenses earned or accrued, within any department, shall be charged to or paid from such department's or agency's allotment of a subsequent period without approval by the Mayor, except for subsequently determined retroactive compensation adjustments. Approval of a payroll for payment of wages, salaries, or other personnel expenses which would result in an expenditure in excess of the allotment shall be a violation of this section by the department or agency head, including the Superintendent of Schools and the School Committee. If the continued payment of wages, salaries, or other personnel expenses is not approved in a period where a department has exhausted the period allotment or allotments as specified above, or, in any event, if a department has exceeded its entire appropriation for a fiscal year, the City shall have no obligation to pay such personnel cost or expense arising after such allotment or appropriation has been exhausted.

Notwithstanding the provisions of Chapter 150E of the General Laws, every collective bargaining agreement entered into by the City or the School Department after the effective date of this act shall be subject to and shall expressly incorporate the provisions of this section.

**Appendix A-1**  
**Basic Salary Schedule**  
**Effective September 1, 2013**  
**Occupational Therapists, Physical Therapists, Clinical Directors, Social Workers,**  
**Child Services Persons and Recreational Therapists**

	Bachelors or Equiv.	B+15 or Voc. Cert. +60	Bachelors +30	Masters	Masters +15 or ASHA Cert.	Masters +30	Masters +45	Doctorate
1	40,985	42,747	43,609	44,509	45,392	46,275	47,156	49,867
2	43,077	44,833	45,700	46,600	47,484	48,365	49,248	51,958
3	45,161	46,928	47,793	48,692	49,575	50,449	51,331	54,050
4	47,255	49,018	49,883	50,781	51,663	52,547	53,430	56,139
5	49,347	51,110	51,973	52,871	53,754	54,639	55,520	58,229
6	51,433	53,201	54,065	54,961	55,844	56,729	57,611	60,319
7	53,529	55,287	56,153	57,052	57,935	58,817	59,701	62,410
8	55,615	57,380	58,244	59,140	60,023	60,907	61,788	64,499
9	57,701	59,467	60,334	61,230	62,114	62,992	63,874	66,588
10	59,794	61,554	62,421	63,323	64,206	65,079	65,961	68,681
11	61,881	63,649	64,514	65,413	66,295	67,175	68,056	70,771

**Appendix A-2**  
**Basic Salary Schedule**  
**Effective September 1, 2014**  
**Occupational Therapists, Physical Therapists, Clinical Directors, Social Workers,**  
**Child Services Persons and Recreational Therapists**

	Bachelors or Equiv.	B+15 or Voc. Cert. +60	Bachelors +30	Masters	Masters +15 or ASHA Cert.	Masters +30	Masters +45	Doctorate
1	41,804	43,601	44,481	45,399	46,300	47,201	48,099	50,864
2	43,938	45,730	46,614	47,532	48,434	49,332	50,233	52,997
3	46,064	47,867	48,749	49,666	50,567	51,458	52,358	55,131
4	48,200	49,998	50,881	51,796	52,696	53,598	54,498	57,262
5	50,334	52,132	53,013	53,928	54,829	55,732	56,631	59,393
6	52,462	54,265	55,146	56,060	56,961	57,864	58,763	61,525
7	54,600	56,393	57,276	58,193	59,094	59,994	60,895	63,658
8	56,727	58,527	59,409	60,323	61,223	62,125	63,023	65,789
9	58,855	60,657	61,541	62,454	63,357	64,252	65,151	67,919
10	60,990	62,785	63,669	64,590	65,490	66,381	67,281	70,054
11	63,118	64,922	65,804	66,721	67,621	68,518	69,418	72,186

**Appendix A-3**  
**Basic Salary Schedule**  
**Effective September 1, 2015**  
**Occupational Therapists, Physical Therapists, Clinical Directors, Social Workers,**  
**Child Services Persons and Recreational Therapists**

	Bachelors or Equiv.	B+15 or Voc. Cert. +60	Bachelors +30	Masters	Masters +15 or ASHA Cert.	Masters +30	Masters +45	Doctorate
1	42,640	44,474	45,371	46,307	47,226	48,145	49,061	51,881
2	44,817	46,644	47,546	48,483	49,403	50,319	51,237	54,057
3	46,985	48,824	49,724	50,659	51,578	52,488	53,405	56,234
4	49,164	50,998	51,898	52,832	53,750	54,670	55,588	58,407
5	51,340	53,174	54,073	55,007	55,926	56,847	57,763	60,581
6	53,511	55,351	56,249	57,181	58,100	59,021	59,939	62,756
7	55,692	57,520	58,422	59,357	60,275	61,193	62,113	64,931
8	57,862	59,698	60,597	61,530	62,448	63,367	64,284	67,104
9	60,032	61,870	62,772	63,703	64,624	65,537	66,454	69,278
10	62,210	64,041	64,943	65,881	66,800	67,709	68,626	71,455
11	64,381	66,220	67,120	68,055	68,973	69,888	70,806	73,630

**Appendix B-1**  
**Basic Salary Schedule**  
**Effective September 1, 2013**  
**Occupational Therapist Assistants, Physical Therapist Assistants and all Assistants**

	PTA or COTA Certificate	PTA or COTA Cert +15 towards Therapy Degree	PTA or COTA Cert +30 towards Therapy Degree	PTA or COTA Cert +45 towards Therapy Degree	Bachelors Step PT or OT
1	29,419	35,038	38,012	39,500	40,985
2	30,999	36,874	39,976	41,526	43,077
3	32,576	38,705	41,933	43,548	45,161
4	34,158	40,543	43,900	45,578	47,255
5	35,735	42,378	45,863	47,605	49,347
6	37,317	44,214	47,825	49,629	51,434
7	38,892	46,045	49,788	51,659	53,530
8	40,471	47,879	51,746	53,682	55,616
9	42,048	49,713	53,708	55,706	57,701
10	43,627	51,549	55,673	57,734	59,793
11	45,205	53,383	57,631	59,757	61,880

**Appendix B-2**  
**Basic Salary Schedule**  
**Effective September 1, 2014**  
**Occupational Therapist Assistants, Physical Therapist Assistants and all Assistants**

	PTA or COTA Certificate	PTA or COTA Cert +15 towards Therapy Degree	PTA or COTA Cert +30 towards Therapy Degree	PTA or COTA Cert +45 towards Therapy Degree	Bachelors Step PT or OT
1	30,007	35,739	38,773	40,289	41,804
2	31,619	37,612	40,775	42,357	43,938
3	33,227	39,479	42,772	44,419	46,064
4	34,841	41,354	44,778	46,489	48,200
5	36,449	43,225	46,781	48,558	50,334
6	38,063	45,098	48,781	50,622	52,462
7	39,669	46,966	50,784	52,692	54,600
8	41,280	48,836	52,781	54,755	56,728
9	42,889	50,707	54,782	56,820	58,855
10	44,500	52,580	56,786	58,889	60,989
11	46,109	54,450	58,784	60,952	63,118

**Appendix B-3**  
**Basic Salary Schedule**  
**Effective September 1, 2015**  
**Occupational Therapist Assistants, Physical Therapist Assistants and all Assistants**

	PTA or COTA Certificate	PTA or COTA Cert +15 towards Therapy Degree	PTA or COTA Cert +30 towards Therapy Degree	PTA or COTA Cert +45 towards Therapy Degree	Bachelors Step PT or OT
1	30,607	36,454	39,548	41,095	42,640
2	32,251	38,364	41,591	43,204	44,817
3	33,892	40,269	43,627	45,307	46,985
4	35,538	42,181	45,673	47,419	49,164
5	37,178	44,090	47,716	49,529	51,340
6	38,824	46,000	49,757	51,634	53,511
7	40,463	47,905	51,800	53,746	55,692
8	42,106	49,813	53,836	55,850	57,862
9	43,747	51,721	55,878	57,957	60,033
10	45,390	53,631	57,922	60,066	62,209
11	47,032	55,539	59,959	62,171	64,380

**LYNN SCHOOL COMMITTEE**

**BARGAINING COMMITTEE:**

Judy Flanagan Kennedy, Mayor  
Patricia M. Capano  
Maria O. Carrasco  
Donna M. Coppola  
John E. Ford, Jr.  
Charles Gallo  
Richard B. Starbard  
Catherine C. Latham, Superintendent  
John C. Mihos, Esquire, Labor Relations Consultant

**LYNN TEACHERS UNION, LOCAL 1037 AMERICAN FEDERATION OF TEACHERS,  
AFL-CIO THERAPISTS**

**BARGAINING COMMITTEE:**

Brant Duncan, President  
Annemarie DuBois, AFT Massachusetts  
Robin Bradley  
Marie Cawlina-Kasle  
Joanne Dupree  
Sara Fox-Ray  
Tina Hoofnagle  
Mary-Jo McElligott