

# **Agreement**

**between**

**City of Marlborough School Committee**

**and**



**Cafeteria Workers**

**September 1, 2018 – June 30, 2020**

[www.seiu888.org](http://www.seiu888.org)

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## **ARTICLE 1 – RECOGNITION**

The Committee recognizes the SEIU, Local 888 for the purpose of collective bargaining as the exclusive representative of Marlborough Cafeteria Workers, SEIU, Local 888 falling into the categories of Managers, Bakers, Cooks, Cafeteria Workers, and Drivers.

## **ARTICLE 2 – NEGOTIATION PROCEDURE**

Any agreement between the Committee and the SEIU, Local 888 will be reduced to writing, will be signed by the Committee and the SEIU, Local 888, and will become an Addendum Agreement.

## **ARTICLE 3 – EMPLOYEES**

1. The term "employee," as hereinafter used in this Agreement, shall refer only to employees within the Unit holding permanent full-time and part-time status in a regular assigned position.
2. Employees shall be scheduled to work not less than two and one-half (2 ½) hours and not more than eight (8) hours on any given day. Nothing contained herein will prohibit an employee from working hours in excess of eight (8) in any given day, when such hours have been approved in advance.
3. Employees will be required to attend up to three (3) training sessions each year. Employees will be paid at their regular rate of pay for attendance at these training sessions. The District will provide written notice of the dates for these training sessions at least thirty (30) days in advance.

## **ARTICLE 4 – SUBSTITUTES**

1. The Committee reserves the right to employ substitute workers for up to a ninety (90) work day period in the case of a temporary absence of a permanent employee. Substitute workers may be hired directly by the District or supplied through the District's food service vendor.
2. Substitute workers shall be called in on the first day of an absence by the manager, if possible.
3. Where the District is not able to secure a substitute worker, the absent permanent employee's hours may be offered to a permanent employee, on a rotating basis. When an employee is absent from his/her position, every reasonable effort will be made to provide coverage equivalent to the number of hours worked by the employee who regularly holds that position. The rotation list will be based on building seniority and the rotation list will be maintained by the manager.

## **ARTICLE 5 – JOB POSTING AND BIDDING**

1. Employees shall have the opportunity to be candidates for vacancies and transfers in positions within the bargaining unit, when they occur.
2. Positions that are to be filled will be adequately publicized by the Supervisor of Cafeterias by a notice placed in each school, on the bulletin board and on the District website, within two (2) calendar weeks, after the vacancy occurs.
3. Every effort will be made to fill vacancies within fifteen (15) days after posting.
4. The seniority and qualifications of applicants will be a consideration in the filling of all vacancies and transfers. Members of the bargaining unit will be given consideration based on seniority and qualifications. In determining qualifications and ability, management will consider the job description for the position, the District's needs and the member's training and job performance. When, in the determination of the Superintendent or his/her designee, qualifications are determined to be substantially equal, seniority shall be considered. Decisions shall not be made in an arbitrary or capricious manner.

Layoffs will be based upon the member's qualifications and ability to provide the services required. When, in the determination of the Superintendent or his/her designee, qualifications and ability are determined to be substantially equal, seniority shall prevail.

5. If an employee classified as a cafeteria helper is selected by the Supervisor of Cafeterias to perform the duties of a Cook/Baker, on an occasion of a temporary absence of fifteen (15) consecutive work days or more, said employee shall be paid the Cook/Baker hourly rate retroactive to the first working day. If a Cook/Baker is assigned to perform the task of Manager, on an occasion of a temporary absence of fifteen (15) consecutive work days or more, she/he will be paid the Manager hourly rate retroactive to the first day of assignment.
6. On an annual basis and no later than March 1<sup>st</sup>, the Superintendent or his/her designee will provide the Union Chapter Chair, with a copy to the SEIU representative, with a seniority list containing the name, date of hire, classification and location of all permanent employees.
7. When a posted position is filled by a current member of the bargaining unit, there shall be a twenty (20) day probationary period after which the employee may be returned to his or her previous position.

## ARTICLE 6 – HOLIDAYS

1. Permanent Part-time Cafeteria employees shall be paid for six (6) holidays:

Columbus Day  
Veterans' Day  
Thanksgiving Day

Day after Thanksgiving  
Martin Luther King Day  
Memorial Day

when these holidays fall within a work week. Permanent Part-time employees shall be paid for Christmas and New Year's Day when either falls within a work week. In addition, if school opens prior to Labor Day, employees will be paid for Labor Day.

- A. If school is open during the week of Presidents' Day, employees will be paid for Presidents' Day. If school is open during the week of Patriots' Day, employees will be paid for Patriots' Day.
- B. In order to receive holiday pay, an employee must actually work the regularly scheduled work day before and after the holiday, except when the regularly scheduled workday and holiday are separated by more than three (3) calendar days and a doctor's note is presented. Employees utilizing paid sick or personal days on the regularly scheduled work days before and after the holiday will not be eligible for holiday pay.
2. Snow days shall be considered as paid leave for a maximum of four (4) days in each school year. Should there be more than four (4) snow days in a school year employees may use personal or sick days.

## ARTICLE 7 – SICK LEAVE

1. Employees covered by this Agreement shall be entitled to one and one-half (1 ½) days per month sick leave during the school year, with a maximum accumulation of one hundred seventy (170) days.

If an employee shall be absent for three (3) consecutive working days or on the working day before or after a holiday, the Supervisor of Cafeterias may require him/her to obtain a physician's certificate.

2. Eligible employees shall be given the opportunity to participate in the group medical, dental, and life insurance programs offered by the City. Nothing contained herein shall limit the City's right to implement a change in group insurance benefits under the provisions of M.G.L. c. 32B, sections 21-23.
- A. The Employee share of the monthly premiums for the months of July and August will be deducted from the compensation paid to Employees during the previous school year (September – June).

3. Employees, who have completed ten (10) consecutive years of employment in the Marlborough Public Schools shall be entitled to buy back seventy-five percent (75%) of their unused sick leave upon resignation or retirement at the average hourly rate of the previous three years, not to exceed \$15,000.00.
4. Annual Sick Leave Buy Back: Employees with at least one (1) year of continuous service shall be eligible for the annual sick leave buy back incentive program. Employees who have not used any sick days in a given fiscal year may purchase up to seven (7) days at the per diem rate of that same fiscal year. Employees who used one (1) sick day in a given fiscal year may purchase up to six (6) days at the per diem rate of that same fiscal year. An eligible employee shall notify the Personnel Department by October 1<sup>st</sup> of his or her interest in buying back days from the previous year. Payment will be made on or about December 1<sup>st</sup>. The days paid shall be deducted from the employee's sick leave accrual. However, the deduction shall not be counted as sick days in computing a subsequent year's eligibility.
5. An employee may be terminated for failing to provide notification of any absences for two (2) consecutive days, provided, however, if the employee is actually physically unable to give notice, this clause shall not apply until he/she is able to do so.

## **ARTICLE 8 – PAID LEAVES**

1. Temporary Leaves of Absence:
  - A. Death in the Immediate Family - Permanent Part-time employees shall be allowed a period of five (5) consecutive calendar days' absence without loss of pay each time there is a death in the immediate family. The immediate family is defined to include parents, step-parents, sibling, step-sibling, child, step-child, spouse, mother-in-law, father-in-law, grandchild, the then brother-in-law, the then sister-in-law, and grandparents. The five (5) day period above referred to, shall be prior to or immediately after the funeral. Employees shall be allowed one (1) day to attend the funeral of aunts, uncles, nieces, nephews or persons living in the same household. A second day may be granted with approval by the Superintendent or his/her designee. Bereavement leave is defined as consecutive business days immediately following the death not to be carried over a school recess period. During the December, February, and April school recess periods, the leave shall begin immediately upon the death. In extenuating circumstances, additional time may be requested and may be granted at the discretion of the Superintendent.
  - B. Other temporary leaves may be granted with the approval of the Superintendent of Schools.
  - C. Members of the bargaining unit shall be granted three (3) personal days each year to attend to personal, legal business, or household matters that cannot be conducted on a non-duty day. Employees shall become eligible for personal days upon the completion of the probationary period at the rate of one (1) day per third of the work year. For example, one

(1) day between September and December; one (1) day between January and March; and (1) day between April and June. Such days shall be granted according to the following guidelines:

- (1) The personal day is not to be deducted from sick leave.
- (2) Written notice must be presented to the Office of Superintendent, three (3) days prior to the date of the personal day to be taken.
- (3) Personal days shall require no explanation. The members of the bargaining unit shall, however, state in writing that the leave is to be taken for important personal business, not of a recreational nature, that cannot be conducted on a non-duty day.
- (4) In emergency situations, written request for a personal day may be submitted after the fact. Members of the bargaining unit will assume the responsibility of notifying the proper authority, at the earliest time, of the absence.
- (5) Personal days shall not be granted for the work day before or after a holiday or school vacation period.
- (6) When taking personal days consecutively, written reason must be submitted to the Superintendent for approval of such use.
- (7) Up to one (1) unused personal day remaining at the end of a contract year may be converted to a sick day for use subject to Article 7. Any additional unused personal days remaining at the end of a contract year shall be forfeited.

D. The Employer will grant time for negotiations.

E. The Committee shall permit two (2) members of the Union one (1) day each to attend the convention of the State, City and State employees each year without loss of pay.

### **ARTICLE 9 – DUTIES OF EMPLOYEES**

1. Specific duties will be determined and assigned by the Cafeteria Managers. When changes in the duties of any position are to be contemplated, affected employee(s) and the Chapter Chair will be notified and have the opportunity to discuss such changes with the Supervisor of Cafeterias. Assignment of job duties will be a function of cafeteria needs.
2. In the event an after-school function is scheduled in one of the school buildings, employees covered by this Agreement regularly assigned to such building shall be given the right of first refusal to prepare for and work such function. Bargaining unit members shall be offered the assignment by seniority within the job classification required (i.e. helper, cook/baker, etc.) on a rotating basis. If there are not sufficient employees at the involved school, then, in such

event, the Superintendent or his/her designee shall assign other personnel. Employees working in the building in which the function is to be held should be notified when the function has been set or at least three (3) days prior to the function, if known.

3. Employees who work an after a school function will be paid for a minimum of three (3) hours, and the rate of pay will be equal to time and one-half (1 ½) of their regular day rate. For all hours worked on a Sunday or holiday, employees shall be paid two (2) times their regular rate of pay.
4. Job descriptions will be posted in all cafeterias as guidelines for substitutes.
5. A work schedule for a minimum of four (4) professional development days per year at a maximum of three (3) hours per person for such work will be drawn up by the Supervisor of Cafeterias. Where four (4) professional development days per year are assigned, employees will be offered the opportunity to work on a rotating basis in their own buildings.

Management, at its discretion, may schedule work on additional professional development and/or half days, based upon the needs of the District. Duties may include, but are not limited to, cleaning, stocking, etc. Assignment shall be offered to employees on a volunteer, rotating basis within the building.

6. The truck driver will be responsible for picking up money from the schools and making bank deposits.
7. If an employee's schedule is to be changed, the employee and the Union will be notified at least two (2) weeks prior to any schedule change taking effect.
8. SafeServ Certification
  - A. A valid ServSafe Certification shall be required as a condition for continued employment for all employees; and,
  - B. The District agrees to reimburse first time test takers for the cost of the ServSafe test.

**ARTICLE 10 – SALARIES**

1. Effective September 1, 2018 the following pay method is adopted:

	<b>September 1, 2018</b>	<b>July 1, 2019</b>
<b>Helper</b>	\$17.50	\$17.85
<b>Cook/Baker</b>	\$21.34	\$21.77
<b>Driver</b>	\$21.34	\$21.77
<b>Elementary/Whitcomb Manager</b>	\$23.97	\$24.45
<b>HS Manager</b>	\$25.29	\$25.80

2. Cafeteria employees who travel for school lunch business will receive the citywide rate for mileage reimbursement.
3. Employees covered by this Agreement who have reached their qualifying anniversary date of employment by December 1<sup>st</sup> of any year will receive an annual longevity stipend on December 15<sup>th</sup> of that year or the closest working day thereto as follows:

<b><u>Years of Service</u></b>	<b><u>Amount</u></b> <b>(on 9/1/2013)</b>	<b><u>Amount</u></b> <b>(on 9/1/2014)</b>
5 years	\$ 275.00	\$ 300.00
10 years	\$ 325.00	\$ 350.00
15 years	\$ 375.00	\$ 400.00
20 years	\$ 425.00	\$ 450.00
25 years	\$ 475.00	\$ 500.00

Employees hired on or after July 1, 2014 shall be ineligible for longevity payments under the provisions of this section.

4. Each Union member shall receive a clothing allowance of three hundred dollars (\$300.00) to be paid in their first pay period, except those employees hired as and performing the work of the Driver position shall receive a clothing allowance of five hundred dollars (\$500.00) to be paid in the first pay period.
5. Employees will be required to wear a uniform, including shirt, pants, footwear, and headwear designated by the District or its designee. Each employee will be provided with a minimum of three (3) shirts each year.
6. The payment schedule will be bi-weekly.
7. All employees covered by this Agreement shall participate in direct deposit.

## ARTICLE 11 – GRIEVANCE PROCEDURE

1. Should a grievance arise between the Union, or a member or members thereof, and the Employer as to the meaning and application of any provision of this Agreement, it shall be processed in the following manner and sequence:
2. In order to be processed, a grievance must be reduced to writing and shall include:
  - A. A clear statement of the grievance;
  - B. Reference to the specific provision or provisions of the Agreement allegedly violated; and
  - C. The specific remedy requested.
3. The grievance must be instituted in accordance with the procedures set forth herein within five (5) calendar days following the date of the occurrence of the facts giving rise to the grievance or within five (5) calendar days from the date on which the employee involved first becomes aware of such facts.
4. STEP 1: The grievance shall be presented, in writing, as set forth above to the Executive Director of Finance and Operations. Such grievance shall be presented by the grievant and the appropriate Union representative. The Executive Director of Finance and Operations will render a decision in writing, no later than five (5) days following the date of the presentation of the grievance in this Step. In the event that there is no resolution of the grievance, the Union may process the grievance to Step 2, provided it appeals, in writing, to Step 2 within five (5) days of the receipt of the decision in Step 1.
5. STEP 2: The grievance shall be presented, in writing, as set forth above to the Superintendent and/or his designee. Such grievance shall be presented by the grievant and the appropriate Union representative. The Superintendent and/or his designee will render a decision, in writing, no later than five (5) days following the date of the presentation of the grievance in this Step. In the event that there is no resolution of the grievance, the Union may process the grievance to Step 3, provided it appeals, in writing, to Step 3 within five (5) days of the receipt of the decision in Step 2.
6. STEP 3: At this level, the grievance shall be presented to the Committee by the grievant and his Union representative. The grievance shall be discussed by the Committee, the Union representative and the grievant at the next regularly scheduled Committee meeting following the receipt of the Committee of the grievance at Step 3. The Committee shall render its decision no later than five (5) days following the date of the meeting.
7. If the grievance remains unresolved after being processed through the foregoing procedure, the Union may, within fifteen (15) days after the issuance of the decision at Step 3, move the grievance to arbitration by filing a Demand for Arbitration to the American Arbitration Association (“AAA”) and a single arbitrator shall be selected pursuant to the rules of the AAA.

8. The arbitrator shall have jurisdiction solely over the issue presented to him and shall have no authority to alter, amend or modify this Agreement in any way. The Arbitrator will be without power or authority to make any decision which requires the commission of an act which is prohibited by law, or which is in violation of the terms of this Agreement, or which exceeds the submission of the grievance to him. The arbitrator's decision and award shall be final and binding upon the parties insofar as permitted by law.
9. The fees and expenses of the arbitrator, together with charges related to the hearing, including, but not limited to, the cost of any transcript of testimony, a copy of which is furnished to the arbitrator, shall be shared equally by the Committee and the Union.
10. The term "days" when it appears in this Article shall mean weekdays, regardless of whether school is in session, and shall not include Saturdays, Sundays, or holidays. The time limits set forth herein may be enlarged by mutual agreement, which is set forth in writing by the parties. Failure to comply with the provisions of this Article, or to advance a grievance within the time limits set forth herein, shall constitute an abandonment of the grievance by the party presenting it.

#### **ARTICLE 12 – PROBATIONARY PERIODS**

1. New employees shall be subject to a probationary period not to exceed ninety (90) working days. During such probationary period, the employee shall not be entitled to any of the provisions of this Agreement and may be dismissed by the Superintendent without cause.
2. Employees having left their employment voluntarily, after having completed their probationary period, with due notice given and accepted who then return to work for the Marlborough Cafeteria program will not be required to serve an additional probationary period. Further, upon completion of the probationary period, employees will be considered to have been in the bargaining unit as of their first day of employment.

#### **ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE**

Either Party may request in writing Labor/Management meeting which shall be held within fifteen (15) days of the date of the request. The request shall include a proposed agenda for the meeting.

#### **ARTICLE 14 - BULLETIN BOARDS**

A bulletin board shall be made available to the Union and its members in each school. Use of said bulletin board shall be subject to District policy. No libelous, inflammatory, profane or obscene material shall be posted on the bulletin board.

## **ARTICLE 15 – DISCIPLINE**

Employees shall be disciplined for good cause only.

## **ARTICLE 16 – WORK PLACE SAFETY**

Employees shall adhere to all federal and state workplace safety requirements. Employees shall use all workplace safety clothing and equipment provided by the Employer.

## **ARTICLE 17 – CIVIL SERVICE**

The Parties acknowledge that pursuant to Chapter 154 of the Acts of 2015, the positions covered by this Agreement have been removed from Civil Service effective December 17, 2015.

Employees hired prior to December 17, 2015 shall retain their civil service status.

## **ARTICLE 18 – WAIVER AND TERMINATION**

### **1. WAIVER PROVISIONS:**

- A. The Association and the Committee agree that each has a right to bargain for any provision that they wish in this contract and each expressly waives the right to reopen the contract for any further demands or proposals and agree that the present contract constitutes a complete agreement on all matters, and if other proposals have been made, they have been withdrawn in consideration of this Agreement.
- B. If any provisions of this Agreement or any other application to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid and subsisting, except to the extent permitted by law, but all other provisions for application will continue in full force and effect.

### **2. TERMINATION:**

- A. This Agreement shall be effective as of the first day of September 1, 2013, except as otherwise noted, and shall remain in full force and effect until the thirty-first day of August 2016. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following

paragraph. If the existing contract expires before a new contract is negotiated and signed by both parties, said existing contract shall remain in full force and effect until a new contract is executed.

- B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

#### **ARTICLE 19 – PAYROLL DEDUCTION OF DUES**

1. During the life of this Agreement, in accordance with the terms of the form of authorization of check-off of dues, hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution of this Union, from the pay of each Union employee who executes or who has executed such form, and remit the aggregate amount to the Treasurer of such Union along with a list of Union employees who have had such dues deducted. Such remittance shall be paid bi-weekly.
2. Each employee, who elects not to join or maintain membership in the Union, may voluntarily pay a service fee to the Union in any amount that is equal to the amount required to become and remain a member in good standing of the exclusive bargaining agent and remit the aggregate amount to the Treasurer of the Union along with a list of agency fee members who are having said dues deducted. Any such payment is purely voluntary on the part of the employee and is not a condition of employment. Such remittance shall be made bi-weekly.
3. The Union shall indemnify and save or hold the School Committee harmless against all claims, demands, suits or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Union pursuant to this Article, or by compliance with provision of the Article.

#### **ARTICLE 20 – COMMITTEE ON POLITICAL EDUCATION (COPE)**

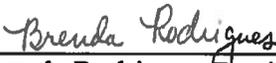
The Employer shall deduct and transmit to the Service Employees International Union, Local 888 COPE Fund contributions from the wages of those employees who voluntarily authorize such contributions on the COPE check-off authorization card provided by the Union. The deductions shall occur in whatever amount authorized by the employee, and with the frequency specified on the COPE check-off authorization card.

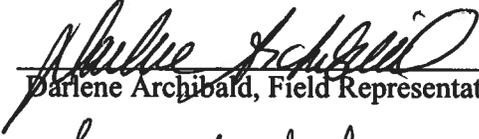
**ARTICLE 21 - PERFORMANCE EVALUATION**

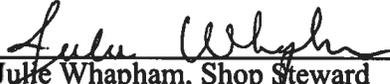
Members shall be evaluated yearly using the evaluation instrument and process attached hereto at Appendix A.

IN WITNESS WHEREOF the parties to this Agreement set their hands and seals by their duly authorized agents on this \_\_\_\_\_ day of July, 2019.

**FOR THE LOCAL 888, SEIU:**

  
\_\_\_\_\_  
Brenda Rodrigues, President

  
\_\_\_\_\_  
Darlene Archibald, Field Representative

  
\_\_\_\_\_  
Julie Whapham, Shop Steward

  
\_\_\_\_\_  
Silvia Antonellis, Bargaining Team

  
\_\_\_\_\_  
Laurel Butler, Bargaining Team

  
\_\_\_\_\_  
Bobbie Jo Cintola, Bargaining Team

**FOR THE SCHOOL COMMITTEE:**

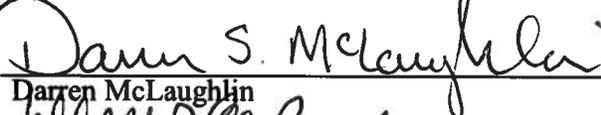
  
\_\_\_\_\_  
Arthur G. Vigeant - Chair

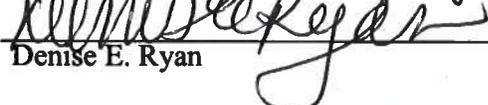
  
\_\_\_\_\_  
Michelle Bodin-Hettinger

  
\_\_\_\_\_  
Earl J. Geary

  
\_\_\_\_\_  
Katherine H. Hennessy

  
\_\_\_\_\_  
Heidi A. Matthews

  
\_\_\_\_\_  
Darren McLaughlin

  
\_\_\_\_\_  
Denise E. Ryan

**APPENDIX A**

**Cafeteria Workers Evaluation Form**

Employee Name: \_\_\_\_\_

Date of Review: \_\_\_\_\_

Position and Title: \_\_\_\_\_

Reviewer: \_\_\_\_\_

Factors	Expectations	Needs Improvement	Meets Expectations	Exceeds Expectations
Job Knowledge	Understands the job's responsibilities and possesses the technical skills and ability to fully perform job duties. Consistently performs duties in a safe manner.			
Work Quality	Performs his/her duties with a high level of accuracy, timeliness, and thoroughness. Maintains good attendance record, including consistently working scheduled shifts, arriving on time and working full scheduled shifts.			
Teamwork	Interacts in a respectful and productive manner with supervisors and peers. Has a high level of accountability for his/her own actions. Uses professional language with an appropriate tone and is sensitive to the impact of his/her words on others.			
Customer Service	Frequently interacts with students, staff and community members in a positive, helpful manner with a smile, eye contact, friendly demeanor, and professionalism.			
Problem Solving	Demonstrates effectiveness in thinking through a problem by evaluating facts and reaching a sound conclusion.			

**Reviewer:**

**Employee Comments:**

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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