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AGREEMENT

between

CAMDEN BOARD OF EDUCATION

and

**COMMUNICATIONS WORKERS OF AMERICA
AFL-CIO
LOCAL 1079**

CUSTODIAL AND MAINTENANCE EMPLOYEES



JULY 1, 1994 --- JUNE 30, 1996

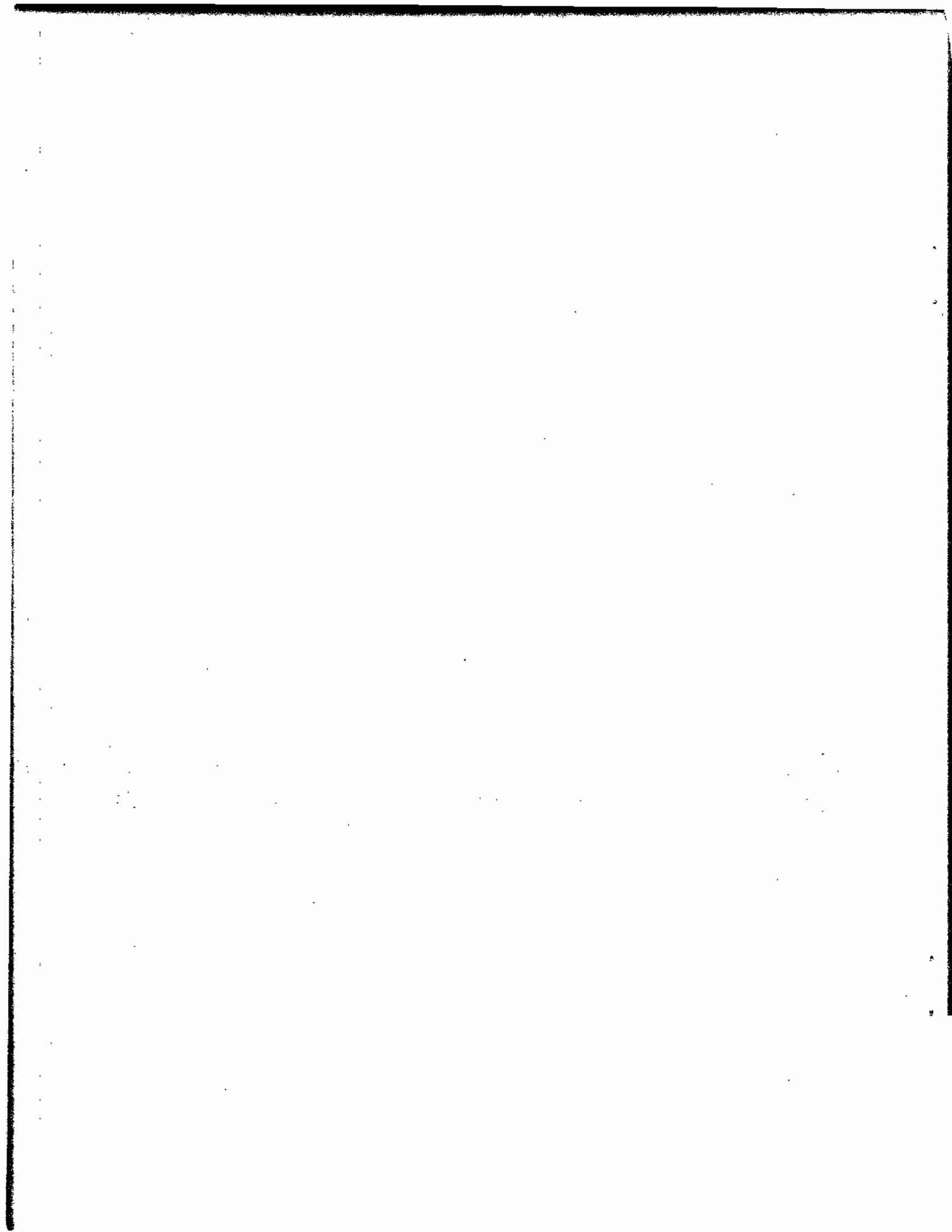


TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE.....	1
I	RECOGNITION.....	2
II	NEGOTIATIONS PROCEDURE.....	3
III	GRIEVANCE PROCEDURE.....	4
IV	EMPLOYEE RIGHTS.....	9
V	UNION RIGHTS AND PRIVILEGES.....	11
VI	SICK LEAVE.....	12
VII	TEMPORARY LEAVES OF ABSENCE.....	15
VIII	EXTENDED LEAVES OF ABSENCE.....	18
IX	INSURANCE PROTECTION.....	22
X	BOARD RIGHTS.....	24
XI	DUES DEDUCTION.....	25
XII	SENIORITY.....	28
XIII	VACATIONS.....	29
XIV	HOLIDAYS.....	32
XV	HOURS OF WORK.....	34
XVI	WAGES.....	37
XVII	PROMOTIONS.....	41
XVIII	MISCELLANEOUS PROVISIONS.....	42
XIX	PAYDAY.....	44
XX	DURATION OF AGREEMENT.....	45
	SALARY GUIDES.....	46

PREAMBLE

THIS AGREEMENT is entered into this ____ day of _____, 1995, by and between the Board of Education of the City of Camden, New Jersey, hereinafter called the "Board" and Communication Workers of America, AFL-CIO, hereinafter called the "Union." The duration of this Agreement will be as provided in Article XX.

ARTICLE I

RECOGNITION

A. Pursuant to the New Jersey Employer-Employee Relations Act and the certification issued by the Executive Director of the Public Employment Relations Commission, Docket No. RO-13, the Camden Board of Education hereby recognizes the Communication Workers of America as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all custodial, maintenance, bus drivers-maintenance (as of 7/1/94) and supply department employees of the Board of Education of the City of Camden, excluding all craft employees, managerial executives, professional employees, police and supervisors within the meaning of the Act, and all others.

B. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to both male and female employees.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act, as amended, the parties agree to commence collective negotiations for a successor Agreement in accordance with the timetables established by the Public Employment Relations Commission.

B. Upon written reasonable request by the international representative of CWA, the Board agrees to make known to the representative when and where the Union may obtain documents that the Board is required by law to release.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by an employee or the Union that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the employee or the Union within thirty (30) calendar days from the time when the employee or the Union knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Union to proceed to the next step. Failure of the Union to proceed to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any employee who has a grievance shall discuss it first with the Director of Plant Services, or his/her designee, in an attempt to resolve the matter informally at that level.

3. If as a result of the discussion the matter is not resolved to the satisfaction of the employee within five (5) working days, the employee or the Union shall initiate a grievance in writing to the Director of Plant Services, or his/her designee, specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussions;
- (d) his/her dissatisfaction with decisions previously rendered;
- (e) the nature of the remedy sought.

The Director of Plant Services, or his/her designee, shall communicate his/her decision to the employee in writing within three (3) working days of receipt of the written grievance.

4. The employee or the Union, no later than five (5) working days after receipt of the Director of Plant Services, or his/her designee's, decision, may appeal the decision of the Director of Plant Services, or his/her designee, to the Business Administrator/Board Secretary. The appeal to the Business Administrator/Board Secretary must be made in writing, reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Business Administrator/Board Secretary shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Business

Administrator/Board Secretary shall communicate his/her decision in writing to the employee and the Director of Plant Services or his/her designee.

5. If the grievance is not resolved to the grievant's or Union's satisfaction, he/she, not later than five (5) working days after receipt of the Business Administrator/Board Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee-grievant and render a decision in writing and forward copies thereof to the grievant and the Union within forty-five (45) calendar days of receipt of the appeal. The referred-to hearing, if granted, shall be held within a reasonably expeditious time after the receipt of the appeal notice. The Board of Education shall not be required to give reasons for its decision. Decisions of the Superintendent in the following matters shall be final and such decisions shall not be subject to appeal to the Board:

(a) Any matter for which a method of review is prescribed by law; or

(b) any rule or regulation of the State Commissioner of Education; or

(c) by-laws of the Board of Education; or

(d) any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.

6. (a) The following procedure will be used to secure the services of an arbitrator: The Union will make a request to the Public Employment Relations Commission for a panel of arbitrators no later than 45 days after receipt of the Board's decision.

(b) The arbitrator shall limit himself/herself to the issue submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his/her representatives shall be given copies of the arbitrator's report and findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

C. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Union.

2. When an employee is not represented by the Union in the processing of a grievance, the Union shall, at the time of submission of the grievance to the Superintendent or any lower

level, be notified that the grievance is in process, have the right to be present and present its position in writing for all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

3. The Board and the Union shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal with respect to his/her personal grievance.

D. Costs

1. Each party will bear the total cost incurred by themselves.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.

ARTICLE IV

EMPLOYEE RIGHTS

A. No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the Grievance Procedure herein set forth.

B. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview. The Union shall receive a copy of this notice. Except for an appearance before the Board or any committee thereof, all such meetings involving adverse actions shall be held during or contiguous to the employee's regular working hours. There shall be no overtime paid for time spent by an employee, after regular working hours, in these meetings.

C. No employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.

D. The Board will notify the Union within five (5) working days after notice to the employee of any disciplinary action involving bargaining unit employees.

E. Employees shall receive a copy of their evaluation.

F. Each employee may review and sign the contents of his/her personnel file during work hours. The employee's supervisor must approve the time an employee requests if it is during work hours. Employees are entitled to a copy of any documents in their personnel file, upon request.

ARTICLE V

UNION RIGHTS AND PRIVILEGES

A. Representatives of the Union may be permitted to transact official Union business on school property at reasonable times provided that permission has been granted by the Business Administrator/Board Secretary.

B. The Union and its representatives may have the right to use school buildings at reasonable hours for meetings provided permission has been granted by the Business Administrator/Board Secretary, in writing.

C. The Union shall have the exclusive use of a bulletin board in the warehouse. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Business Administrator/Board Secretary.

D. The Union may use school mailboxes in a reasonable manner with the prior permission of the building principal.

ARTICLE VI

SICK LEAVE

A. All employees who are steadily employed by the Board of Education shall be allowed thirteen (13) sick leave days with full pay in any school year. Unused sick days shall be accumulative. An employee appointed/hired subsequent to the start of his/her contract year (July 1st) shall be allowed sick leave and accumulated sick leave in proportion to the number of months remaining in that year.

B. Absence regulations governing all employees

1. In cases of absence for personal illness:

Any employees who is ill and cannot report to his/her assigned duties, shall report the illness to the office of his/her Department Head and the Board Secretary, before the start of the regular workday.

2. Requirements after five (5) days' absence:

When an employee is absent beyond five (5) days because of illness he/she shall:

(a) File a doctor's certificate stating the nature of illness with the Board Secretary.

(b) Submit a written request for leave of absence to the Business Administrator/Board Secretary stating the length of sick leave required.

3. Leave of Absence

Leave of absence shall be recommended by the Business Administrator/Board Secretary and approved by the Board of

Education. Leaves shall be granted for a period of up to three (3) months. If any employee is compelled to be absent more than three (3) months, the leave may be extended, upon receipt of such request in writing and a doctor's certificate stating the need for an extended sick leave.

Leave of absence shall not be extended beyond the close of the current school year, except in very unusual cases, or in the case of a female employee who is out on maternity leave of absence.

Before returning to his/her position, an employee shall communicate with the Department Head's Office and he/she shall file another doctor's certificate with the Business Administrator/Board Secretary stating that he/she is able to resume his/her regular duties. The Business Administrator/Board Secretary may require additional medical examination to determine the capacity to perform assigned duties, and require the employees to report to the Chief Medical Inspection Office for examination.

The Business Administrator/Board Secretary may require a doctor's certificate for one (1) day's absence, when it is deemed necessary. When this is required, the doctor's certificate shall state the nature of the illness and that the employee was unable to carry out his/her assigned duties on that day.

C. Employees retiring from Camden schools shall be paid forty-five (\$45.00) dollars for each unused sick leave day accumulated at the time of retirement. If an employee dies,

his/her estate shall receive the value of the accumulated sick days.

D. Employees who do not use any sick leave days in a school year shall receive a One Hundred (\$100.00) Dollars United States Savings Bond.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the temporary leaves of absences that are permitted the employees in the recognized bargaining unit. All procedures and regulations for the utilization of such days are also continued in full force and effect.

B. Union Leave: The Board agrees to allocate not more than twenty (20) working days with pay, in the aggregate, to delegates chosen by the Union to attend bona fide Union conferences and conventions. Any employee for whom the Union makes such a request must present to the Board, one (1) week in advance of the conference or convention, a written request for time off, specifying the date for each occasion such employee is required to be absent. Such request will be honored unless conditions at work at the time are such that the employee's services cannot be spared. In such case, an alternative representative may be designated by the Union. Union leave days may be taken in half-days.

C. Personal Days: All employees shall be entitled to two (2) non-accumulative personal days without refund, within each school year, provided that a formal request is initiated stating the reasons therefor. Said request shall be approved by the Business Administrator/Board Secretary and shall have been submitted at least (5) school days prior to the date requested,

except in extreme emergency. A copy of such request shall be filed with the immediate superior (supervisor or Principal) at the same time it is forwarded to the Business Administrator/Board Secretary. Except in an emergency, personal leave shall not be granted at the beginning or at the end of the school year, or immediately prior to or after any schedule vacation period or school holiday. Any personal leave days not utilized during the school year shall, at the end of the school year, be accumulated and added to the individual employee's sick leave accumulation.

D. Bereavement Leave:

1. In case of absence on account of death of husband, wife, mother or father, son or daughter, brother or sister, full salary shall be paid for a period of up to five (5) consecutive weekdays, except Saturday and/or Sunday and/or holidays. This provision will also apply in case of death of another member of the immediate household of the employee.

Upon presentation of proof of guardianship concerning legal guardian (Mother or Father), the above shall apply.

2. In case of absence on account of death of father-in-law or mother-in-law salary shall be paid for a period of up to three (3) consecutive weekdays, except Saturday, and/or Sunday and/or holidays.

3. One (1) day's absence without loss of pay shall be allowed to attend the funeral of grandparents, great-grandparents, aunt, uncle, niece, nephew, first cousin, or any in-law not covered by the preceding paragraphs.

4. Employees may be allowed to attend the funeral of a co-worker without loss of pay upon receiving such permission from the Business Administrator/Board Secretary.

E. Miscellaneous Leaves:

1. Employees whose son, daughter, husband or wife is receiving a college degree, may be allowed one (1) day's absence to attend the graduation exercises without loss of salary. Request for such permission must be made in writing to the Business Administrator/Board Secretary.

2. All military service absence by an employee of not more than ten (10) working days annually for temporary short term military services shall be treated as "Absence with Permission" requiring no refund, and shall not be counted as part of vacation days. Absence in excess of (10) working days will require full refund.

3. For absence with permission to be married, all employees shall be granted leave of absence not to exceed one (1) calendar week. Payroll deductions for this absence shall be in accordance with the rates set for other absences.

4. All requests for permission to be absent for reasons other than illness must be made in writing to the Business Administrator/Board Secretary.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

B. Any employee who becomes pregnant shall be entitled to use sick leave pursuant to Article VI of the Agreement or pregnancy-related illness or disability and/or take unpaid maternity leave subject to the procedures set forth below.

General Procedures:

1. Any employee who becomes pregnant shall notify her immediate supervisor and the Business Administrator/Board Secretary in writing within three (3) months of the pregnancy.

2. After the fifth month of pregnancy the employee shall furnish her immediate supervisor and the Business Administrator/Board Secretary with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

3. If any employee's immediate supervisor finds that an employee's pregnancy interferes with the performance of her duties, the supervisor shall document such in writing and may request a medical report from the employee's obstetrician or gynecologist. The matter shall then be referred to the Board, along with all documentation, for their review and determination of the employee's ability to continue to work.

4. After childbirth, the employee shall return to work within six (6) weeks, unless she submits a written report and/or documentation from her obstetrician or gynecologist stating that she is not medically fit to perform all the duties of her position. The employee shall submit proof of the date of birth of child.

5. If a supervisor finds that an employee's condition after pregnancy interferes with the performance of her duties, the supervisor shall document such in writing and may request a medical report from the employee's obstetrician or gynecologist. The matter shall then be referred to the Board, with all documentation, for their review and determination of the employees's ability to continue to work.

Sick Leave:

1. An employee is entitled to use sick leave for pregnancy-related illness or disability upon submission of satisfactory proof and/or documentation of such illness or disability. This proof and/or documentation shall be subject to the approval of the Superintendent, or his/her designee.

2. An employee who is absent for more than five (5) days must file a medical certificate stating the nature of the illness pursuant to provisions of Article VI of the Agreement.

3. No employees on maternity leave or any other type of unpaid extended leave is entitled to the use of sick leave.

Maternity Leave:

1. Maternity Leave shall be granted to any employee who becomes pregnant should such employee fail to provide the medical certificate required above or who is determined to be unable to perform duties by reason of her pregnancy in accordance with the procedures set forth above.

2. Maternity leave may be granted at any time during pregnancy upon presentation of a certificate from an obstetrician or gynecologist stating that such maternity leave is vital to the employee's health.

3. An employee shall be permitted to return from maternity leave upon satisfying the certification requirements as set forth above provided that no determination of unfitness is made in accordance with the provisions set forth above.

4. An employee who exhausts her sick leave for pregnancy-related illness or disability may at that time be granted a maternity leave.

C. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of an employee's immediate family. Additional leave may be granted at the discretion of the Board.

D. The Board may grant a leave of absence without pay to any employee to serve in a full time public office.

E. Other leaves of absence without pay may be granted by the Board for good reason.

F. 1. Upon return from leave granted pursuant to Section "A" of this Article, an employee shall be considered as if he/she was actively employed by the Board during the leave and shall be placed on salary schedule at the level he/she would have achieved if he/she had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Sections B, C, D, or E of this Article. Applications for leave are subject to approval of the Business Administrator/Board Secretary.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and every effort shall be made to assign him/her to the same position which he/she held at the time said leave commenced, if available.

G. All extensions or renewals of leave shall be applied for in writing. If the Board approved such application, the employee shall be notified in writing.

ARTICLE IX

INSURANCE PROTECTION

A. For the duration of this Agreement, the Board will continue to assume 100% of the cost of the employee's and the employee's dependent coverage, where appropriate, in the New Jersey School and State Employees Health Benefits Program. (Blue Cross-Blue Shield, Rider J and Major Medical coverage).

B. For the duration of this Agreement, the Board agrees to continue to assume 100% of the cost of a Prescription Drug Insurance Program for employees and their dependents which Program shall provide the same coverage as was provided pursuant to the 1986 - 1989 Agreement. There shall be a \$2.00 co-pay for any generic prescription drug and a \$3.00 co-pay for a non-generic prescription drug.

C. For the duration of this Agreement, the Board of Education agrees to continue to provide a Dental Insurance Program for individual employees only at a cost to the Board not to exceed One Hundred Twenty-Five (\$125.00) Dollars per employee annum. Dental insurance coverage shall be extended to the family, effective July 1, 1992.

D. Effective July 1, 1992, the Board shall provide optical insurance coverage for the employee and his/her immediate family.

E. Any and all premium increases levied by the carriers during the life of the Agreement, for the insurance provided for in Sections A, B, C and D shall be borne by the Board. Premiums for the insurance described in this Article, Sections A, B, C and

D which are in effect on the last day of the term of this Agreement shall constitute the Board's future premium liability, unless and/or until an increase thereon is negotiated during the course of the contract negotiations for a successor to the 1994-1996 Agreement.

F. The Board of Education shall have the sole and exclusive right to select the insurance plan(s) and carrier(s) to provide the coverage set forth in Sections A, B, C and D above.

ARTICLE X

BOARD RIGHTS

A. The Union recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

C. The Board, subject only to the language of this Agreement reserves to itself full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations:

(a) to direct employees of the School District;

(b) to hire, promote, transfer, assign and retain employees in positions within the School District, and to suspend, demote, discharge or take other disciplinary action against employees;

(c) to relieve employees from duties because of lack of work, or other legitimate reasons;

(d) to maintain the efficiency of the school district's operations entrusted to them;

(e) to determine the methods, means, and personnel by which such operations are to be conducted; and

(f) to take whatever other actions may be necessary to carry out the mission of the school district in any situation.

ARTICLE XI

DUES DEDUCTION

A. The Board agrees to deduct the dues for the Union in accordance with the provisions of the applicable statutes and appropriate rules and regulations, upon proper notification by the Union to the Secretary of the Board, provided that it is understood that the Board's agreement here does not constitute an agreement to make deductions for political contributions or any other purpose not specifically authorized by statute.

B. The Union agrees to save the Board harmless from any action by the Union regarding funds involved in the implementation of this Article after those funds have been transmitted to the representative designated by the Union.

C. The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union dues. Dues shall be two (2) hours pay per month or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the month in which the decision of Union dues is to be made. The Board further agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union dues, an amount equal to 85% of the monthly Union dues, during each calendar month, commencing with the second (2nd) month of employment of such employee. Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer,

Communications Workers of America, AFL-CIO, 501 Third Street N.W., Ste. 230, Washington, D.C. 20001-2797, by the tenth (10th) of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local Union President.

D. The Union will submit to the Board, prior to November 1, a list of those employees who have not become members of the Union for the then current membership year.

E. If any employee who is required to pay a representation fee terminates his/her employment with the Board before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to each employee during the membership year in question.

F. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

G. On or about the last day of each month, after November 1, the Board will submit to the Union a list of all employees in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and date of employment for all such employees.

H. When an employee is granted a leave of absence, without pay, authorization for deduction of dues shall be suspended automatically. Such suspended authorization shall be resumed automatically when the employee returns to work.

ARTICLE XII

SENIORITY

A. "Seniority" for the purpose of this Article shall be based upon an employee's continuous length of service with the Board of Education of the City of Camden.

B. All employees shall be considered probationary for the first ninety (90) days of their employment, which probationary period shall include all times of continuous service with the Board, including time served in a temporary status prior to formal appointment by the Board. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the Grievance procedure of this Agreement.

Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment.

C. The Business Administrator/Board Secretary shall notify the Union of any employee whose first ninety (90) days of employment has been extended at the discretion of the Board. All conditions of employment as outlined in Section B shall be enforced.

D. Layoffs shall be by inverse seniority, with the least senior employee to be laid off first.

ARTICLE XIII

VACATIONS

A. Employees shall be entitled to paid vacations in accordance with the following schedule:

1 to 12 months	1/2 day for each month of service.
1 year and 1 day to 5 years	10 working days.
5 years and 1 day to 10 years	15 working days.
10 years and 1 day or more	20 working days.

B. The parties agree that the administration shall have full power to assign and designate a vacation schedule. Where appropriate, seniority shall be considered in establishment of a vacation schedule where so required.

C. All existing Board practices and procedures with respect to the establishment of the number of days that an individual is entitled to in accordance with his/her anniversary date of employment shall continue to determine the eligibility of an employee under Section A of this Article.

Regarding the number of days that an individual is entitled to in accordance with his/her anniversary day of employment, the extra week of vacation shall be due the individual after his/her anniversary date of employment.

D. If the employee is entitled to fifteen (15) working days or more vacation only two (2) weeks may run consecutively. No vacations shall be granted in May and September.

E. Vacation time off shall be taken in units of full-weeks, commencing on a calendar Monday through a calendar Friday with the exception that employees entitled to more than two (2) weeks vacation may schedule one (1) week of vacation in days, provided one (1) week's notice is given to the appropriate Department Head. Vacation days shall be taken in full days.

F. Vacation schedules for custodial personnel entitled to ten (10) working days shall begin after June 30 and be completed by August 15th. For those employees entitled for fifteen (15) or twenty (20) days, they must submit their request through the supervisor of Custodial Service and to the Business Administrator/ Board Secretary for approval.

Those employees entitled to more than (10) working days must schedule two (2) weeks of vacation between June 30th and August 15th, and shall take the remaining time after September 30th and before April 30th.

G. Commencing the summer of 1973, Maintenance Department will observe the following vacation schedule:

(a) The Department will be closed the last ten (10) working days of July. This period is to begin the first full week after the 15th of July.

(b) Those employees entitled to more than ten (10) working days of vacation must schedule two (2) weeks in above period of time and the other after September 30th and before April 30th. Vacations shall be arranged by the Supervisor of Maintenance and approved by the Business Administrator/Board

Secretary, in such a manner so as not to conflict with scheduled work programs.

(c) All vacations scheduled after September 30th must be submitted through the Supervisor of Maintenance to the Board Secretary one (1) month before the start of the vacation for approval. Where appropriate, seniority shall be considered in the establishment of their vacation schedule, so that all work groups may function.

(d) Where there is a conflict in the selection of vacation periods, the senior employee shall have preference.

(e) A vacation day is defined as a regularly scheduled workday. If a holiday falls within an approved vacation period, the employee is entitled to an extra day of vacation.

H. Upon the death of an employee, payment for all unused vacation days shall be made to his/her survivor(s).

I. A vacation day is defined as a regularly scheduled work day. If a holiday falls within an approved vacation period, the employee is entitled to an extra day of vacation.

J. Upon the death of an employee, payment for all unused vacation days shall be made to his/her survivor(s).

ARTICLE XIV

HOLIDAYS

A. Employees shall be paid for fifteen (15) holidays. They are:

Independence Day
Labor Day
Columbus Day
General Election Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Easter Monday
Memorial Day

B. If one of the named holidays in Section A is a Saturday, the immediately preceding Friday shall be given as a paid holiday. If one of the named holidays in Section A is a Sunday, the immediately following Monday shall be given as a paid holiday. If Christmas Eve is a Friday and Christmas a Saturday, employees shall be given the day before Christmas Eve (Thursday) as a holiday. If Christmas Eve is a Sunday and Christmas is a Monday, employees shall be given the Tuesday after Christmas as a holiday.

C. Custodians assigned to open their buildings on General or Primary Election Days, shall be compensated by the Board of Election. The Board of Education shall make an effort to inform the Board of Election that this compensation shall be the same as the amount paid to all election workers.

D. Custodians required to check on their buildings on any of the above-listed holidays shall be paid in accordance with the overtime schedule set forth in this Agreement (Article XVI).

ARTICLE XV

HOURS OF WORK

A. For the duration of this Agreement, the Board agrees to continue the number of hours of work and the scheduling of such hours, depending on the size of the school building and the custodial and maintenance force assigned.

B. Effective July 1, 1984, work schedules for maintenance personnel shall be:

7:00 a.m. to 3:30 p.m.

3:00 p.m. to 11:30 p.m.

Employees' individual assignment to these work schedules shall be determined by the Supervisor of Plant Services, the Business Administrator/Board Secretary, and the Assistant Secretary of Plant Services. Notice of schedule changes shall be at least five (5) work days except for emergencies. Changes in work schedules shall last until the job is completed.

An employee's regular workday shall be composed of eight (8) hours and a regular work week of five (5) days, commencing on Monday and terminating on Friday; except that where an employee's regular assigned work hours begin on Friday, and in the normal course extends beyond midnight of that day, he/she shall be regarded as working a regular work week.

C. Maintenance employees shall receive a one-half hour lunch period upon completion of their first four (4) hours of work. Custodial employees working a regular workday in a secondary school shall receive a one-half hour lunch period upon

completion of their first four (4) hours of work. All employees shall continue to be required to clock out and in at lunch breaks.

D. Any employee who makes it a practice to be absent without permission or who clocks in or out another employee shall be subject to disciplinary action according to the Rules and Regulations of the Board as part of the Agreement.

E. All employees shall use time clocks to record their workday. All time cards shall be submitted to the Business Administrator/Board Secretary by the designated management or supervisory personnel upon completion of the work week.

F. Any employee who reports late for his/her assigned work shift, or clocks out before the end of the work day, shall refund, according to a schedule approved by the Board. An employee who makes a habit of beginning late or leaving early shall be subject to disciplinary action, according to the Rules and Regulations of the Board.

A three minute grace period, with no loss of pay will be allowed for clocking in at the start of shifts. The Board reserves the right to discontinue this practice if it is abused, after having a discussion with the Union.

G. Work schedules for Custodial personnel shall be established by the Supervisor of Plant Services, the Head Custodian of the school and the Principal for each school building. Notice of schedule changes shall be at least five (5) work days, except for emergencies.

H. Maintenance employees shall be entitled to a fifteen (15) minute coffee break after clocking out of the warehouse and before reporting to the first job site of the day.

I. Any employee called in, or asked to remain, by the Supervisor of Maintenance, with the approval of the Business Administrator/Board Secretary, to perform snow removal when the school is officially closed, shall be paid at the rate of time and one-half of the employee's regular rate per hour.

J. On early dismissal days for students, the employees of this unit shall follow their regularly scheduled work day and shall not leave early, except if expressly directed otherwise by the Superintendent, or his/her designee.

ARTICLE XVI

WAGES

A. Salaries for the various job titles shall be established and paid in accordance with the salary guides attached hereto. Effective July 1, 1994, bus drivers-maintenance shall receive a seven (7) percent wage increase in their base salary, provided they have not already received a 7% increase. Effective July 1, 1995, bus drivers shall be paid pursuant to the salary guide appended to this Agreement.

B. The increments provided for in the salary schedules shall not bring the employee above the next step in the wage schedule.

Personnel shall render more than five (5) months service in the particular school year in order to be entitled to an increment on July 1st of the succeeding school year.

C. 1. All custodial employees, except the nightwatchmen shall be paid a shift differential of seventy (\$.70) cents per hour for scheduled hours of work between 3:00 p.m. and 11:30 p.m. This differential shall be increased to eighty (\$.80) cents, effective July 1, 1995.

2. All maintenance employees shall be paid a shift differential of ninety (\$.90) cents per hour for scheduled hours of work between 3:00 p.m. and 11:30 p.m. This differential shall be increased to one dollar (\$1.00), effective July 1, 1995.

D. The Board agrees to pay time and one-half of the regular rate for all time worked as overtime that has been scheduled by the

Supervisor of Maintenance, and approved by the Business Administrator/Board Secretary or his/her designee for custodial employees. Custodial personnel assigned to work Recreation Program projects as overtime work shall be paid at the rate of time and one-half of their regular rate.

All time worked on Sundays or holidays in excess of forty (40) hours will be paid for at twice the hourly rate of the employee.

If a Custodian is assigned to perform his/her usual work duties at a school affair or school athletic program and such work is beyond the forty (40) hour work week, the employee shall receive time and one-half for time worked on week days and twice the hourly rate for Sundays and Holidays:

E. The checking of all elementary schools by custodial personnel on weekends and holidays shall be two (2) hours, between the hours of 9:00 a.m. and 11:00 a.m., except on holidays that require the flag to be raised.

The checking of all secondary schools by custodial personnel on weekends and holidays shall be two (2) hours, between the hours of 1:00 p.m. and 3:00 p.m., except on holidays that require the flag to be raised.

Any custodial employee assigned to check schools on weekends or holidays who falsifies his/her time shall be subject to disciplinary action by the Business Administrator/Board Secretary, which disciplinary action may result in the employee's services being terminated.

F. In the distribution of overtime, the following procedures shall be utilized. All overtime shall be distributed on the basis of seniority involved, and with respect to employees assigned to the Maintenance Department or a particular school building, overtime shall be distributed on the basis of seniority within the respective classification of personnel. Overtime, as it becomes available, shall be offered on said seniority basis, and the most senior employee within the aforementioned classifications shall not receive a second offer of overtime until all less senior employees within said classification have received an offer.

When employees within a given classification assigned to the Maintenance Department or a particular school building are unable or unwilling to perform the overtime work, next preference shall, to the extent practicable, be given to employees regardless of classification involved based on seniority in the school district, also subject to the same method of rotation indicated above.

G. All custodial employees possessing a Black Seal License or better when filling in for a C-2 shall be paid at the minimum based on his/her years of service or the promotional increase, whichever is greater.

H. 1. When a helper is acting Mechanic, he/she shall receive nine dollars and twenty-five cents (\$9.25) per day in addition to his/her regular pay. The rate shall be ten dollars (\$10.00) per day, effective July 1, 1995.

2. When a helper is acting Custodian, he/she shall receive eight dollars and ten cents (\$8.10) per day, in addition to his/her regular pay. The rate shall be eight dollars and eighty-five cents (\$8.85), effective July 1, 1995.

3. When an employee serves as acting Foreman, he/she shall receive nine dollars and twenty-five cents (\$9.25) per day, in addition to his/her regular pay.

I. The Board agrees to make available electronic direct deposit of employee's paychecks, provided the employees individually authorize the Board to do so. The Board shall have the discretion to select the originating bank in which it will directly deposit the paychecks of participating employees. It shall be the employee's responsibility to notify the bank with any instructions regarding the money deposited by the Board. This shall be at no cost to the Board.

J. Longevity -

Effective July 1, 1995:

15 years and one (1) day or more	\$ 900.
20 years and one (1) day or more	\$1,200.

Longevity pay shall not be added or considered part of base salary but shall be paid bi-weekly, at the time wages are paid. Service must be continuous and unbroken, and in a position represented by this bargaining unit. Bus Drivers-Maintenance are entitled to this benefit based on their prior service in the District.

ARTICLE XVII

PROMOTIONS

A. A notice of vacancy in a promotional position for a custodial employee shall be sent to each school thirty (30) days before the final date when applications must be submitted. A notice of vacancy in a promotional position for a maintenance employee shall be sent to the warehouse thirty (30) days before the final date when applications must be submitted.

B. Employees who desire to apply for such vacancy shall submit their applications in writing to the Business Administrator/ Board Secretary within the time limit specified within the notice.

C. When an employee is promoted, he/she shall be placed on the new guide at the salary step closest to the base salary the employee had been receiving, provided he/she is not paid a base salary less than he/she received prior to the promotion.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Union, to the Board at 201 North Front Street, Camden, New Jersey 08102. Attention: Business Administrator/Board Secretary.

2. If by the Board, to the Union at 1030 St. Georges Avenue, Suite 304, Avenel, New Jersey 07001.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. The Board and the Union shall review and agree upon the terms of the new Agreement. After the Agreement has been fully executed, the Union shall be responsible for the cost of printing the Agreement, with the Board having the right to review and approve the agreed-upon language of the printing drafts. The Union shall provide an adequate number of copies of the printed Agreement to the Board.

D. The Board will reclassify all one (1) man schools from Custodial Class C to Custodial Class C-2, as per Board Rules and Regulations and Article XVII (Promotions) of this Agreement.

E. The Board shall provide the female staff with pantsuit uniforms.

F. The Board agrees to provide custodians with uniforms of a different color than those provided to maintenance employees.

G. Employees shall be provided with three (3) winter and three (3) summer uniforms each year. Employees shall be provided with a lined winter jacket in lieu of uniforms, commencing the year of July 1, 1995 and every fourth year thereafter. Employees shall be required to wear uniforms when at work.

H. A joint Board-CWA Committee shall be established to develop recommendations regarding uniform specifications to be presented to the Board.

I. Full-time bus drivers assigned to the Maintenance Department shall be entitled to the same benefits they were receiving prior to July 1, 1994. Ten (10) month bus drivers-maintenance are not entitled to vacation.

ARTICLE XIX

PAYDAY

A. Salary payments to employees covered by this Agreement shall be made twice a month, on the fifteenth and thirtieth days of the month. The first payday of this program shall be established by the Business Administrator/Board Secretary at a time which shall enable the Board of Education to accrue a week of salary which shall be repaid in the final pay period.

B. All security pay shall be paid in a separate check on the 22nd of the month.

ARTICLE XI

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective from July 1, 1994 through June 30, 1996. The Agreement shall expire on June 30, 1996 unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the CWA Representative and the President of Local 1079, and the Superintendent and their corporate seals to be placed thereon, on the day and year written below.

CAMDEN BOARD OF EDUCATION

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

Rosemary R. Jackson, Pres.
Rosemary R. Jackson, President
Date:

Carol Gay
Carol Gay, CWA Representative
Date: 3/28/96

3-28-96 [Signature]
Date:

Ronald [Signature]
Date: 3/28/96

3-28-96 Roy G. Dawson Jr.
Date:

William F. [Signature]
Date: 3/28/96

[Signature]
Date:

Lolita N. Wilson
Date: 3/28/96

Date:

HEAD CUSTODIAN

Guide A1

Step	1994-95	1995-96
1	18,783	19,241
2	19,814	20,642
3	20,845	22,043
4	21,879	23,444
5	22,911	24,845
6	23,942	26,246
7	24,975	27,647
8	26,007	29,048
9	27,039	30,449
10	28,071	31,850
11	29,103	33,251
12	30,135	34,652
13	31,167	36,053
14	32,199	37,454
15	33,231	38,851
16	34,263	
17	35,295	
18	36,327	
19	37,359	
20	38,393	

Guide	A1	
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Old Step	94-95	95-96
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11	5	5
12	6	6
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14	8	7
15	9	8
16	10	9
17	11	9
18	12	10
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19	14	11
20	15	12
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23	18	14
24	19	15
25	20	15
26	20	15

CUSTODIAN

Guide A

Step	1994-95	1995-96
1	17,931	18,688
2	18,815	19,888
3	19,699	21,088
4	20,583	22,288
5	21,467	23,488
6	22,351	24,688
7	23,235	25,889
8	24,118	27,089
9	25,003	28,288
10	25,887	29,488
11	26,771	30,688
12	27,655	31,888
13	28,539	33,088
14	29,423	34,288
15	30,307	35,484
16	31,191	
17	32,075	
18	32,959	
19	32,842	
20	34,728	

Guide

A

Old Step	94-95	95-96
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9	5	5
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14	10	9
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15	12	10
16	13	11
17	14	12
18	15	12
19	16	13
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20	18	14
21	19	15
22	19	15
23	19	15
24	20	15
25	20	15

CUSTODIAN

Guide B

Step	1994-95	1995-96
1	16,783	17,403
2	17,634	18,558
3	18,485	19,713
4	19,336	20,868
5	20,187	22,024
6	21,038	23,178
7	21,889	24,333
8	22,740	25,487
9	23,591	26,643
10	24,442	27,798
11	25,293	28,953
12	26,144	30,108
13	26,995	31,263
14	27,846	32,418
15	28,697	33,578
16	29,548	
17	30,399	
18	31,250	
19	32,102	
20	32,958	

Guide

B

Old Step	94-95	95-96
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10	6	5
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13	10	9
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14	12	10
15	13	11
16	14	12
17	15	12
18	16	13
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19	18	15
20	19	15
21	20	15
22	20	15
23	20	15
24	20	15
25	20	15

CUSTODIAN

Guide C

Step	1994-95	1995-96
1	15,977	16,331
2	16,712	17,330
3	17,448	18,329
4	18,185	19,328
5	18,920	20,327
6	19,657	21,327
7	20,394	22,324
8	21,130	23,324
9	21,865	24,323
10	22,601	25,322
11	23,337	26,321
12	24,073	27,320
13	24,809	28,319
14	25,546	29,318
15	26,281	30,320
16	27,018	
17	27,753	
18	28,489	
19	29,225	
20	29,966	

Guide

C

Old Step	94-95	95-96
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13	8	7
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19	16	13
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20	18	15
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21	20	15
22	20	15

CUSTODIAN

Guide C2

Step	1994-95	1995-96
1	16,623	16,761
2	17,424	17,848
3	18,225	18,935
4	19,025	20,021
5	19,827	21,109
6	20,628	22,196
7	21,429	23,283
8	22,230	24,370
9	23,031	25,457
10	23,832	26,544
11	24,633	27,631
12	25,434	28,719
13	26,235	29,805
14	27,036	30,892
15	27,837	31,979
16	28,639	
17	29,439	
18	30,240	
19	31,041	
20	31,841	

Guide

C2

Old Step	94-95	95-96
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16	15	12
17	16	13
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18	18	15
19	19	15
20	20	15
21	20	15

CUSTODIAN		
Guide D		
Step	1994-95	1995-96
1	15,907	16,591
2	16,508	17,407
3	17,110	18,223
4	17,710	19,039
5	18,311	19,855
6	18,912	20,671
7	19,513	21,487
8	20,114	22,303
9	20,715	23,119
10	21,316	23,935
11	21,918	24,751
12	22,518	25,567
13	23,119	26,383
14	23,720	27,199
15	24,321	28,011
16	24,922	
17	25,523	
18	26,124	
19	26,725	
20	27,326	

Guide

D

Old Step	94-95	95-96
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19	18	15
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21	20	15
22	20	15

CUSTODIAN		
Guide F		
Step	1994-95	1995-96
1	14,629	15,043
2	15,259	15,398
3	15,888	16,753
4	16,519	17,608
5	17,149	18,463
6	17,779	19,317
7	18,409	20,173
8	19,038	21,028
9	19,670	21,883
10	20,299	22,738
11	20,292	23,593
12	21,559	24,448
13	22,189	25,303
14	22,819	26,158
15	23,449	27,014
16	24,079	
17	24,709	
18	25,339	
19	25,969	
20	26,600	

Guide	F	
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Old Step	94-95	95-96
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12	8	7
13	9	8
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18	18	15
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20	20	15

MECHANIC

Guide E		
Step	1994-95	1995-96
1	19,271	20,116
2	20,076	21,208
3	20,880	22,299
4	21,686	23,391
5	22,491	24,483
6	23,296	25,575
7	24,100	26,667
8	24,905	27,760
9	25,711	28,852
10	26,516	29,944
11	27,321	31,036
12	28,126	32,128
13	28,931	33,220
14	29,736	34,312
15	30,541	35,408
16	31,346	
17	32,151	
18	32,956	
19	33,761	
20	34,563	

Guide	E	
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Old Step	94-95	95-96
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17	12	10
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21	18	15
22	19	15
23	20	15
24	20	15

MECHANIC

Guide E2

Step	1994-95	1995-96
1	15,065	15,463
2	15,773	16,423
3	16,479	17,383
4	17,187	18,344
5	17,894	19,302
6	18,601	20,263
7	19,308	21,220
8	20,015	22,180
9	20,722	23,140
10	21,429	24,100
11	22,136	25,060
12	22,843	26,020
13	23,550	26,980
14	24,257	27,940
15	24,964	28,900
16	25,671	
17	26,378	
18	27,085	
19	27,792	
20	28,505	

Guide	E2	
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Old Step	94-95	95-96
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21	20	15

ASST. STOCK CLERK

Step	1994-95	1995-96
1	17,768	18,301
2	18,560	19,503
3	19,352	20,705
4	20,144	21,907
5	20,936	23,109
6	21,728	24,311
7	22,520	25,513
8	23,312	26,715
9	24,104	27,917
10	24,896	29,119
11	25,688	30,321
12	26,480	31,523
13	27,272	32,725
14	28,064	33,927
15	28,856	36,419
16	29,649	
17	30,441	
18	31,233	
19	32,025	
20	34,100	

Guide	H ASST STAFF CLERK	
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Old Step	94-95	95-96
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22	20	15

CLERK HELPER

Step	1994-95	1995-96
1	18,146	18,600
2	18,758	19,462
3	19,368	20,291
4	19,979	21,120
5	20,590	21,949
6	21,201	22,777
7	21,813	23,607
8	22,423	24,436
9	23,034	25,265
10	23,645	26,094
11	24,256	26,923
12	24,867	27,752
13	25,478	28,581
14	26,089	29,410
15	26,700	30,241
16	27,311	
17	27,922	
18	28,533	
19	29,144	
20	29,754	

Guide	G	CLEAR	-SUPER
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Old Step	94-95	95-96
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15	12	10
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19	18	15
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20	20	15
21	20	15

BUS DRIVER - MAINTENANCE
(10 MONTHS)
(1995-96)

STEPS 95-96	SALARY
1	12,252
2	12,852
3	13,817
4	15,356
5	16,179
6	17,201
7	18,004
8	18,802
9	19,600
10	20,586
11	21,539
12	22,350
13	23,118
14	23,920
15	25,431

