

A G R E E M E N T

Between

CANDEN BOARD OF EDUCATION

And

COMMUNICATION WORKERS OF AMERICA

AFL-CIO

Local 1078

LOCAL 1078

(MAINTENANCE)

1978 - 1981

x July 1, 1978 - June 30, 1981

TABLE OF CONTENTS

	PAGE
ARTICLE I - RECOGNITION.	1
ARTICLE II - NEGOTIATIONS PROCEDURE	2
ARTICLE III - GRIEVANCE PROCEDURE.	4
ARTICLE IV - EMPLOYEE RIGHTS	10
ARTICLE V - UNION RIGHTS AND PRIVILEGES.	11
ARTICLE VI - SICK LEAVE.	12
ARTICLE VII - TEMPORARY LEAVES OF ABSENCE.	15
ARTICLE VIII - EXTENDED LEAVES OF ABSENCE.	18
ARTICLE IX - INSURANCE PROTECTION.	22
ARTICLE X - BOARD RIGHTS	23
ARTICLE XI - DUES DEDUCTION	24
ARTICLE XII - UNION SECURITY	25
ARTICLE XIII - SENIORITY	26
ARTICLE XIV - VACATIONS.	28
ARTICLE XV - HOLIDAYS	31
ARTICLE XVI - HOURS OF WORK	33
ARTICLE XVII - WAGES	35
ARTICLE XVIII - PROMOTIONS	38
ARTICLE XIX - MISCELLANEOUS PROVISIONS	39
ARTICLE XX - PAYDAY.	40
ARTICLE XXI - DURATION OF AGREEMENT.	41

ARTICLE I

RECOGNITION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Camden Board of Education pursuant to the certification issued by the Executive Director of the Public Employment Relations Commission, Docket No. RO-13, hereby recognizes the Communications Workers of America as the exclusive representative for collective negotiations concerning the terms and conditions of employment of all Maintenance 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 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 at any step of this procedure to appeal a grievance 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 his immediate superior 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 immediate superior 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 dissatisfaction with decisions previously rendered;
- (e) the nature of the remedy sought.

The immediate superior shall communicate his decision to the employee in writing within three (3) workdays of receipt of the written grievance.

4. The employee or the Union, no later than five (5) workdays after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Business Administrator. The appeal to the Business Administrator 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 shall attempt to

resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Business Administrator shall communicate his decision in writing to the employee and the immediate superior.

5. If the grievance is not resolved to the grievant's or Union's satisfaction, he no later than five (5) workdays after receipt of the Business Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Business Administrator 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 to 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 receipt of the appeal notice. The Board of Education shall not be required to give reasons for its decision. Decisions of the Business Administrator 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:

(1) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) workdays of the initial request for an arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He 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 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, or at his 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 Business Administrator or any lower level, be notified that the grievance is in process, have the right to be present and present its position in writing at 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 appeal with respect to his 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 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 office, position or employment or the salary or any increments pertaining thereto, then he 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 and represent him during such meeting or interview.

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

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 School Business Administrator's Office in writing.

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 School Business Administrator's Office 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 School Business Administrator.

ARTICLE VI

SICK LEAVE

A. The Board hereby agrees to continue its practices with respect to the number of sick leave days permitted the employees each school year, and further, the Board agrees to continue its practice with respect to the employee's rights to accumulate sick leave days from year to year.

B. Absence regulations governing all employees

1. In cases of absence for personal illness:

Any employee who is ill and cannot report to his assigned duties, shall report the illness to the Office of his Department Head and the School Business Administrator before the start of the regular workday.

2. Requirements after five days absence:

When an employee is absent beyond five school days because of illness he shall:

(a) File a doctor's certificate stating the nature of the illness with the School Business Administrator's Office.

(b) Submit a written request for leave of absence to the School Business Administrator's Office; stating the length of sick leave required.

3. Leave of Absence

Leaves of absence shall be recommended by the

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

The School Business Administrator may require a doctor's certificate for one 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 assigned duties

on that day.

C. All persons holding any office, position or employment in the school district who are steadily employed by the Board of Education shall be allowed sick leave with full pay for a period of fifteen (15) school days in any school year. For employees in their first year sick leave shall accrue on a prorated monthly basis. After the first year of employment all sick days will accrue at the beginning of the contract year. If any such person requires less than fifteen (15) school days of sick leave in a school year all such leave not utilized shall be accumulative.

New Employees

An employee appointed subsequent to July 1 of the school year, based upon the date of appointment, shall be allowed sick leave and accumulated sick leave in proportion to the number of months remaining in that school year.

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. The Board agrees to allocate not more than five (5) working days with pay, in 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 week in advance of the conference or convention a written request for time off, specifying the dates 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 alternate representative may be designated by the Union.

C. All employees shall be entitled to two (2) non-accumulative personal leave 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 School Business Administrator and shall

have been submitted at least five (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 School Business Administrator. Except in 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 scheduled vacation period or school holiday.

D. 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. This provision will also apply to 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.

E. In case of absence on account of death of father-in-law or mother-in-law full salary shall be paid for a period of up to three (3) consecutive weekdays except Saturday.

F. One 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.

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

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

I. All military service absence by 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 ten (10) working days will require full refund.

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

K. All requests for permission to be absent for reasons other than illness must be made in writing to the School Business Administrator.

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 for 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 School Business Administrator 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 School Business Administrator with a certificate from an obstetrician or gynecologist stating that she is physically capable of performing the duties of her position.

3. Finding by the immediate supervisor that the employee's pregnancy interferes with the performance of her duties shall be documented in writing and referred to the Board. The Board shall review such documentation and

make a determination as to the ability of the employee to continue.

4. After childbirth the employee may return to work upon submission of a report from her obstetrician or gynecologist stating that she is medically fit to perform all the duties of her position.

5. A finding of the immediate supervisor to the effect that an employee's condition after pregnancy interferes with the performance of her duty shall be documented in writing and referred to the Board. The Board shall review such documentation and make a determination as to the ability of the employee to continue.

Sick Leave.

1. An employee is entitled to use sick leave for pregnancy-related illness or disability.

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 provision of Article VI of the Agreement.

3. No employee 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 her 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 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 were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section B.C.D. or E. of this Article. Applications for leave are subject to the approval of the School Business Administrator.

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

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

ARTICLE IX

INSURANCE PROTECTION

A. The Board will assume 100% of the cost of 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. The Board agrees 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 1975 - 1977 Agreement.

C. Effective the 1978-1979 school year, the Board of Education agrees to implement a Dental Insurance Program for individual employees only at a cost to the Board not to exceed Seventy-Five (\$75.00) Dollars per employee per annum.

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 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 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 the 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.

ARTICLE XII
UNION SECURITY

A. Whenever an employee who falls within the bargaining unit fails to become a member of the Union, he may pay to the Local Union a monthly service fee equal to the monthly Union Membership Dues for the various services provided him by the Local Union.

B. The Union agrees that it shall have the sole and exclusive responsibility for the collection of the service fees, and that the payment of the service fees shall not be a condition of employment.

C. The Union agrees to indemnify and hold harmless the Board from any causes of action, claims, loss or damages incurred as a result of this clause.

ARTICLE XIII

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 time 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 School Business Administrator 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. In filling permanent job vacancies within the

bargaining unit, the Board will first advertise and attempt to fill said vacancies by promoting the senior employees from the next lower rated job title who have the requisite qualifications and ability to perform the work. Where two or more employees possess the same requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted. This shall apply in the case of lay-offs where the least senior shall be laid off first.

ARTICLE XIV

VACATIONS

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

0 to 12 months	1/2 day for each month of service
1 to 9 years	10 working days
9 years & 1 day to 15 years	15 working days
15 years and 1 day to 20 years 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 anniversary date of employment shall continue to determine the eligibility of an employee under Provision A of this Article.

Concerning Board practices and procedures with respect to the establishment of the number of days that an individual is entitled to in accordance with his anniversary day of employment, shall further be defined

that the extra week of vacation shall be due the individual after his anniversary date of employment.

D. If the employee is entitled to fifteen (15) working days or more of 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, except that those 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 Business Administrator.

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

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

b. Those employees entitled to more than ten working days of vacation must schedule two weeks in above period of time and the other after September 15th and before May 1st. Vacations shall be arranged by the Supervisor of Maintenance and approved by the School Business Administrator, in such a manner so as not to conflict with scheduled work programs.

c. All vacation schedules after September 15th must be submitted through the Supervisor of Maintenance to the

School Business Administrator, one 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 regular work schedule workday, if a holiday falls within an approved vacation period, the employee is entitled to an extra day of vacation.

ARTICLE XV

HOLIDAYS

A. For the duration of this Agreement, the Board hereby agrees to continue its practice with respect to the number of holidays for the members of the recognized bargaining unit.

B. The following schedule of holidays for twelve month Non-Teaching Employees will be observed for the school year as approved by the Board.

July 4	Independence Day
September 4	Labor Day
October 9	Columbus Day
November 7	General Election Day
November 23,24	Thanksgiving Recess
December 25	Christmas
January 1	New Year's Day
January 15	Martin Luther King Day
February 19	President's Day
April 13	Good Friday
April 16	Easter Monday
May 28	Memorial Day

C. Holiday Schedule for the ensuing year shall be published by July 1.

D. All employees covered by this Agreement will observe the day before Christmas or the day after Christmas as an additional holiday, when Christmas falls on either Tuesday or Thursday.

ARTICLE XVI

HOURS OF WORK

A. For the duration of this Agreement, the Board hereby agrees to continue its practices with respect to the number of hours of work and the scheduling of such hours.

B. Employees of the Maintenance Department 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. The hours of work shall be 8:00 a.m. to 4:30 p.m., with one-half hour lunch period upon completion of his first four (4) hours of work.

C. 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 this Agreement.

D. Any employee who reports late for his assigned work shift, or clocks out before the end of the workday, 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.

E. A three (3) minute grace period, with no loss of pay, will be allowed for clocking in at the start of shifts.

Note: The Board reserves the right to discontinue this practice if it is abused, after having a discussion with the Union.

F. Employees shall clock in upon arrival at each job site and clock out upon leaving the job site. Clocking in and out will not be required for trips to the warehouse for materials needed on the job.

G. Employees shall be entitled to a fifteen-minute coffee break after clocking out of the warehouse and before reporting to the first job site of the day.

ARTICLE XVII

WAGES

A. Wages and salaries for the various job titles shall be established and paid in accordance with the Salary Guide attached hereto as Schedule "A".

B. The increment provided for in Schedule "A" 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. The Board agrees that beginning July 1, 1972 a Twenty-five (25) Cents hour differential, will be paid to all employees whose schedule of work extends beyond 6:00 p.m. and ends at 6:00 a.m.

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 School Business Administrator.

Except that all time worked on Sundays or Holidays in excess of forty (40) hours will be paid for at two (2) times the hourly rate of the employee.

E. 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, 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 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 upon seniority in the school district, also subject to the same method of rotation as indicated above.

A career increment of \$200.00 will be paid, to all

employees covered by this Agreement, upon attaining thirteen (13) years of continuous service with the Board, for the school year 1977-1978.

ARTICLE XVIII

PROMOTIONS

A. A notice of vacancy in a promotional position 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 School Business Administrator within the time limit specified within the notice.

C. Whenever an employee is advanced to a higher classification he or she shall receive a promotional adjustment as set forth in salary policies for non-teaching personnel as follows:

(1) Whenever personnel of the maintenance force are advanced they shall receive promotional adjustments as set forth:

1. Advanced to rating of Mechanic-Helper - \$100.00
2. Advanced to rating of Mechanic - \$150.00
3. Advanced to rating of Work Foreman - \$200.00

D. Employees promoted to a higher classification shall receive the above promotional increase or the minimum rate of the higher classification, whichever is greater.

E. Whenever maintenance personnel are assigned to a higher classification of Acting Foreman, he shall be paid the promotional adjustment on a per diem basis.

ARTICLE XIX

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 provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Union, the Board at Room 503, City Hall, Camden, New Jersey 08101, Attention: Board Secretary.
2. If by Board, to Union at 14 Commerce Drive, Cranford, New Jersey 07016.

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 will print this Agreement, the Union will be responsible for putting it together and distribution to all employees.

ARTICLE XX

PAYDAY

A. Salary payments to employees covered by this Agreement shall be made twice a month, on the first and fifteenth days of the month. The first payday of this program shall be established by the 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. This provision shall not take effect until September, 1975.

ARTICLE XXI

DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective from July 1, 1978 through June 30, 1981. The Agreement shall expire on June 30, 1981 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 CWA Representative and President of Local, the President, Secretary and School Business Administrator of the Board, and their corporate seals to be placed thereon, on the day and year written below.

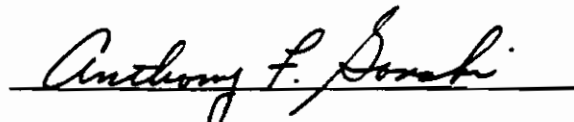
CAMDEN BOARD OF EDUCATION



President



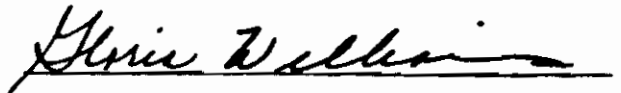
Secretary



School Business Administrator

March 14, 1979
Date

COMMUNICATION WORKERS OF AMERICA, AFL-CIO:



CWA Representative



President of Local 1078



~~Secretary of Local 1078~~

March 14, 1979
Date