

**Agreement**

by and between

**The Pennsauken Board of Education**

**Food Service Workers**

**And**

**Communications Workers of America,  
AFL-CIO**

**July 1, 2008 to June 30, 2011**

**TABLE OF CONTENTS- To be adjusted once contract language is final.**

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**PREAMBLE**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the Board of Education of the Township of Pennsauken (hereinafter called the "Employer") and Communications Workers of America, AFL-CIO (hereinafter called the "Union");

And it being the desire of the parties to this Agreement to establish a mutual relationship conducive to the best interest of the parties, to promote harmonious relations between themselves, to establish an equitable and peaceful procedure for resolution of grievances, to establish wages, hours, and certain conditions of employment, the following terms are hereby agreed to, for the period until June 30, 2011.

**ARTICLE I**

**RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent for a unit of employees consisting of regular Full-time and permanent food service workers, including cooks, general food service workers, and a department office worker excluding: all breakfast-only workers, substitutes or other temporary workers, cafeteria managers, supervisors, all managerial executives, confidential employees and supervisors within the meaning of the Act, craft employees, professional employees, police employees, all employees represented by other labor organizations, van drivers, secretarial/clerical workers, and all other employees of the Pennsauken Board of Education.

## ARTICLE II

### MANAGEMENT FUNCTIONS

Subject only to the provisions of this Agreement, the Board of Education reserves all other rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by boards of education in the management of the affairs of the school district; including, but not limited to, the right to hire, to discipline, to direct the work force and to transfer and reassign the employees and all other rights, unless expressly limited by this Agreement.

## ARTICLE III

### AGENCY FEE

If an employee does not become a member of the Union said employee will be required to pay a representation fee to the Union. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

On or about the 15<sup>th</sup> of September of each year the Employer, if requested, will submit to the Union a list of all employees in the bargaining unit. On or about January 1 of each year, the Union shall notify the Employer as to the names of those employees who are required to pay the representation fee.

If an employee required to pay a representation fee terminates their employment with the Employer before the Union has received the full representation fee entitled to under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck of said employee during the membership year in question provided the Union notifies the employer of such outstanding debt being due prior to final payout to that employee.

The Union will notify the Employer in writing of any changes in the membership list and/or the amount of the representation fee.

The Union will indemnify and hold harmless the Employer from any liability for deductions of these monies pursuant to this provision, including costs of defense of a claim.

#### ARTICLE IV

##### UNION DUES DEDUCTION

1) The Employer agrees to deduct from each paycheck of each employee who furnishes a written authorization form for such deduction in the amount of Union dues. Dues and Agency fees shall be such amount as may be certified to the Employer by the Union. Deductions of the Union dues made pursuant hereto shall be remitted by the Employer to the Union at the end of the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made.

2) The Union will indemnify and hold harmless the Employer from any liability for deductions of these monies pursuant to this provision, including for defense of any claim.

3) The Employer will send notice to the Union of the action after any new employee is hired into the Union.

#### ARTICLE V

##### SENIORITY

For full-time workers seniority will be based on date of hire by the Employer. For all others, seniority for the purpose of this Article shall be based upon an employee's cumulative hours of employment of regular service with the Employer as of July 1, 2002. The Employer shall post seniority lists as soon as practical after January 1<sup>st</sup> and July 1<sup>st</sup> of each year at the high

school, middle school and intermediate school. Employees shall be given a copy of the current list by the Director of Food Services by the first day of school. Within fifteen (15) calendar days or, by January 22<sup>nd</sup> as to the mid-year posting, any challenges to the seniority list shall be filed in writing with the Director of Food Services. Failure to file within that deadline shall be an absolute, complete and final bar to any challenge to the established seniority. Thereafter challenges may only be to subsequent changes or calculations.

In the event that at the end of any period, two (2) part-time employees accumulated hours are the same, their respective seniority shall be determined by date of hire. In the event that any full-time employees have the same date of hire then their respective seniority shall be determined by lot one time. The Employer shall maintain the seniority lists, copies of which shall be furnished to the Union bi-annually. Seniority shall be exclusively for purposes of layoff and recall unless explicitly stated elsewhere herein to the contrary. An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons:

- a. Resignation or retirement;
- b. Discharge for cause;
- c. Continuous lay-off for a period exceeding ten months.
- d. Voluntary reduction in hours.

## ARTICLE VI

### GRIEVANCE PROCEDURE

6.1 A grievance is a claimed breach, misinterpretation or improper application of the terms of this agreement or any rule, regulation, order, current board policy, letter or memoranda or agreement, administrative decision, or law, which establishes the terms and conditions of

employment. Any grievance or dispute of an employee must be handled in the manner provided by this article.

Step 1. The Union Steward and/or any affected employee will raise any grievance or dispute with the Employer's representative within five (5) work days of the infraction and attempt to reach a satisfactory solution. If the grievance is not amicably resolved, the Union may file a formal written grievance within five (5) calendar days of the outcome of the Step 1 meeting.

Step 2. The Union steward, with or without the employee, shall take up the grievance or dispute in writing with the Director of Food Services within fifteen (15) calendar days of the occurrence. The Director of Food Services shall then attempt to adjust the matter and shall respond to the steward within three (3) days. The local union steward or the CWA representative may present grievances. However, only one individual may participate for each grievance.

Step 3. If the grievance has not been settled, it shall be presented in writing by the Union steward (or the CWA representative) to the Business Administrator within seven (7) days after receipt of the Director's response. The Business Administrator shall respond to the Union steward within seven (7) calendar days.

Step 4. The Union may appeal to the Superintendent in writing within seven (7) calendar days. The Superintendent shall respond to the Union in writing, within fifteen (15) calendar days of receipt, with a statement of the basis for that decision.

Step 5. If the grievance still remains unadjusted; it may be presented by the Union to the Board of Education in writing within seven (7) days after receipt of the response of the Superintendent. The Board or a subcommittee thereof, shall entertain the matter and hold a hearing and shall respond in writing to the Union within forty-five (45) calendar days after

submission of the grievance to the Board. However, if the grievance involves 10 month employees this may be within 45 work days.

Step 6. If the grievance is still unsettled, the Union may, within fifteen (15) days after receipt of the reply of the Board, demand arbitration by written notice to the Board.

6.2 Exclusions: (A) The following matters will not be grievable: 1) Termination of the contract or non-renewal of an employee with less than three (3) years of service. (No tenure is inferred hereby); 2) In matters where a method of review is prescribed by law, or any rule, regulation or directive of the State Commissioner of Education or the US Dept. of Education or other federal agency; or 3) in matters where the Board is without authority to act.

(B) Non-renewal shall not be arbitrable, but shall be appealable to the Board of Education pursuant to N.J.S.A. 18A:27-4.1 and N.J.A.C.6A:32-4.7.

6.3 The arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union pursuant to the rules of PERC for the selection of Arbitrators, if they are unable to agree on an arbitrator between them.

6.4 The arbitrator shall limit himself to the issues 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 recommendation of the arbitrator shall be advisory. Only the Board and the Union shall be given copies of the arbitrator's report findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

6.5 Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union where the arbitrator does not completely sustain one of the parties positions. If one side is completely sustained by the arbitrator, then the other party shall bear the



full expense of the arbitrator. If neither is completely sustained, then the parties shall split the cost. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and arbitrator.

6.6 Any grievance at any step which is not presented to the applicable step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered the termination of the matter, and any such termination shall be binding upon the Employer, the Union and the employee or employees involved.

6.7 Upon notice by the CWA and discussion with the Business Administrator, the CWA may authorize a Shop Steward to be afforded a reasonable amount of time to investigate a grievance, and interview potential witnesses without loss of pay or charge to the steward's accumulated time balances. The parties agree that the provisions of this Agreement may not be used in such a way as to interfere with the operations of the department.

## **ARTICLE VII**

### **UNION REPRESENTATIVES**

A. The Union will notify the Employer in writing of the names of its employees not to exceed two (2) in number who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer at reasonable times and for reasonable periods of time with other employees, and with Employer

representatives regarding matters of employee representation as stated in 6.7 above, provided this can be done without causing any disruption to the operations of the employer.

B. Representatives of the Union, who are not employees of the Employer, will be permitted to visit with employees on the premises of the Employer for the purpose of discussing Union representation matters, provided that this can be done without causing any disruption to the operations of the employer. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

These representatives shall make their presence known to the office of the Department of Food Services prior to meeting with any employee or employees. The Director may temporarily delay such meeting if the needs of the district so require. The parties agree that provisions of this Agreement may not be used in such a way as to interfere with the operations of the school or the department.

The Shop Steward shall serve as a liaison between management and Union members in an attempt to resolve any issues relevant to this Agreement.

## ARTICLE VIII

### WAGES

Bargaining unit employees shall all be paid for hours worked based on the Wage Schedule attached hereto in the appendix A. Future starting salaries are to be set at management discretion but not to exceed the newest current employee.

## ARTICLE IX

### INSURANCE

A. 1. Full time Employees covered under this Agreement who comply with the below stated criteria shall for the term designated in this agreement have the right to have premiums paid by the employer for medical coverage during the succeeding term, for HMO coverage being provided by the Employer, or other substantially equivalent coverage.

2. To be eligible for such payment of premiums under this agreement, unit employees must maintain an average of hours worked of thirty-five (35) hours per week. Such average work shall be maintained over each of two periods in the year beginning in January and July. Working at or in excess of the afore stated hours shall qualify the employee for coverage during the succeeding bi-annual period, provided that the employee remains actively employed.

3. An employee may elect to forego the above coverage. In such event, the employee shall receive the following:

- a. Family coverage to no coverage - \$2, 000 per year;
- b. Family coverage to single coverage - \$1, 000 per year;
- c. Family coverage to Husband/Wife - \$500 per year
- d. Family coverage to parent/child coverage - \$500 per year;
- e. Husband/Wife to no coverage - \$1, 500 per year
- f. Husband/Wife to single coverage - \$500 per year
- g. Parent/child coverage to no coverage - \$1, 500 per year;
- h. Parent/child coverage to single coverage - \$500 per year;
- i. Single coverage to no coverage - \$1, 000 per year.

4. If any employee opts to forego any of the above coverages, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage so as to obtain both coverage and reimbursement for themselves or their spouse.

5. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the employee shall reimburse the Board on a pro rata basis.

B. The Board of Education will continue to provide, at no cost to the employees, the current dental plan with individual, family and dependent coverage as defined in the Plan.

1. An employee may elect to forego the above coverage, in such event, the employee shall receive the following:

- a. Family coverage to no coverage - \$200 per year;
- b. Family coverage to single coverage - \$125 per year;
- c. Family coverage to Husband/Wife coverage - \$75 per year
- d. Family coverage to Parent/Child coverage - \$75 per year
- e. Husband/Wife coverage to No coverage - \$100 per year
- f. Husband/Wife coverage to Single coverage - \$75 per year
- g. Parent/Child coverage to No coverage - \$100 per year
- h. Parent/Child coverage to Single coverage - \$75 per year
- i. Single coverage to no coverage - \$100 per year.

2. If any employee opts to forego any of the above coverages, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage so as to obtain both coverage and reimbursement for themselves or their spouse.

3. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the employee

shall reimburse the Board on a pro rata basis.

C. The Board of Education will provide, at no cost to the employees, individual, family and dependent coverage under the Prescription Plan which provides for co-pay by the employee effective January 1, 2006 of \$7.00 generic, and \$15.00 for brand and \$14/30 for ninety (90) day mail order prescriptions. However, effective July 1, 2010, the co-pay shall increase to \$7 generic and \$ 20 for brand and for 90 day mail order shall be \$14 for generic and \$40 for brand name.

1. An employee may elect to forego the above coverage. In such an event, the employee shall receive as follows:

a. Family to No coverage	\$500.00
b. Family to Single	\$300.00
c. Family to parent/child	\$200.00
d. Family to Husband/Wife	\$100.00
e. Husband/Wife to No Coverage	\$400.00
f. Husband/Wife to Single	\$175.00
g. Parent/Child to no coverage	\$300.00
h. Parent/Child to single	\$100.00
i. Single to No coverage	\$200.00

2. If any employee opts to forego any of the above coverages, that employee's spouse, if employed by the Board, shall not be allowed to upgrade coverage so as to obtain both coverage and reimbursement for themselves or their spouse.

3. If it becomes necessary for an employee to come back under the Board medical coverage within twelve (12) months after receiving the payments referred to above, the

employee shall reimburse the Board on a pro rata basis.

D. Waiver amounts under Paragraphs A, B and C shall be as set forth therein for the term of this agreement.

E. When the Board employs both spouses or other members of the same household, who qualify for Major Medical or Prescription coverage then the board may provide the coverage for all such members under the category of coverage which permits the lowest aggregate premium category providing coverage to all of them. Any such bargaining unit member, by operation of this provision, shall not be permitted to sell back any Major Medical and/or Prescription coverage.

#### ARTICLE X

#### NO STRIKES

During the term of this Agreement, there shall be no strikes, work stoppages or other concerted activities designed to deprive the Board of work duties of the employees. Participation in such an activity shall subject the employee to disciplinary action up to and including possible termination.

#### ARTICLE XI

#### PERSONNEL FILES

Before or after the employee's working hours, and upon advance written request, an employee shall have the opportunity to review and examine all documents in their personnel file or in any supplementary file. The Employer shall honor the request of the employee through their Union Representative for copies of the documents in the file. The employee shall have the right to place in their file a written response to any memoranda or document which is derogatory or adverse to the employee.

## ARTICLE XII

### EMPLOYMENT PROCEDURES

A. All new employees shall be subject to a sixty (60) day probationary period wherein they may be released and may not resort to appeal or grievance during that period and are subject to no advance notice or requirements or any under this subsections B. or C. below.

B. Termination of Employment. Other than for just cause, the contract of an employee who has served less than three (3) years and one (1) day may be terminated by the Board upon prior written notification of no less than two (2) weeks.

C. Resignation. Any employee who is resigning from his/her position shall give at least thirty (30) days written notice of same.

D. Notification of Contract and Salary Employees shall be notified of their contract and salary status for the ensuing year no later than June 30, provided contract negotiations are complete.

## ARTICLE XIII

### DISCIPLINE & DISCHARGE

A. Discipline shall only be imposed for just cause. The Employer will provide, within two (2) working days of the imposition of discipline, to the affected employee and the shop steward, a copy of all discipline(s) issued.

B. The Employee has the right to be represented by the Shop Steward, or any other member of the unit readily available, at all interviews of the subject employee where discipline may reasonably be expected to result.

C. Minor Discipline Schedule (See Appendix B). The parties agree that they have negotiated the attached minor discipline schedule in order to avoid the restrictions of NJSA 18A:6-10 which leaves the employer with nothing between written reprimand and withholding of

an annual increase. Accordingly, the parties have devised the enclosed schedule for minor infractions and which is not intended to restrict any major discipline or other managerial or statutory rights of the employer.

#### ARTICLE XIV

#### SUPERVISORS WORKING

Supervisors may perform bargaining unit work as necessary to insure completion of assigned work, provided that the performance of such work shall not be for the purpose of avoiding overtime or reducing the size of the bargaining unit.

#### ARTICLE XV - HOURS OF WORK & OVERTIME

A. The work year shall consist of up to 185 workdays per year for all unit employees.

B.1. All full-time employees shall work on average at least thirty-five (35) hours per week in a regular five (5) day work week. All employees working less than thirty-five (35) hours per week shall be considered part-time.

2. All employees shall be paid for hours actually worked at their straight time hourly rate up to forty (40) hours per week.

C. All full time employees shall be entitled to:

- 1) A paid twenty (20) minute meal period; and
- 2) Full time workdays shall include a 10 minute coffee break during the workday.

D. Overtime-

1) All hours actually worked in excess of forty (40) hours in any one work week shall be defined as "Overtime" and shall be paid at the rate of time and one half (1 ½) the



employees hourly rate.

2) Payment for all overtime worked shall be made not later than the close of the next following pay period.

3) An advance/foreseen overtime list will be posted in each building in a conspicuous place for bargaining unit member notification and volunteers. Except as noted elsewhere herein, foreseen overtime shall be distributed among bargaining unit employees assigned to the particular building in issue by seniority within a job title. Unforeseen overtime shall be distributed among bargaining unit employees by seniority to those present.

4) Foreseen overtime opportunities identified by the employer as "Special Functions" shall be posted at least five (5) days in advance of such events at all sites. Interested employees shall submit a request for overtime to the Director of Food Services or designee, within twenty-four (24) hours after posting. The Director of Food Services would then assign available overtime based on a rotating seniority basis at that site by job title. In the event of insufficient volunteers from that site, volunteers from other sites will be accepted in a rotating seniority order. If insufficient volunteers are received, then full-time employees shall be forced in inverse order of seniority first at the site, then from other sites by job title.

E. Anything to the contrary notwithstanding, under no circumstances shall the employer be required to offer the overtime to workers who will exceed forty (40) hours when others seeking work up to forty (40) hours are still available.

F. Extra-duty time shall be defined as hours over normal regular hours but below forty (40) hours per week. Extra duty time shall be paid in quarter hour increments at straight time hourly rate. At the Employer's discretion, it may choose to continue to utilize the current procedure of having all employees assist to complete all duties in order to end the shift for full-time workers at a particular site. Extra-duty shall be distributed at the site among those present

by seniority by job title. Absent sufficient volunteers the employer may choose to force employees to work extra-duty time in inverse seniority order from among those present or from among those immediately available.

## ARTICLE XVI-

### LEAVES OF ABSENCE

#### A. Bereavement-Death of Family Member

1. In the event of a death in the immediate family, an allowance up to five (5) consecutive days leave shall be granted to attend the funeral. 'Immediate family' shall be husband, wife, child, stepchild, father, mother, brother, and sister of the employee or any members of the employee's immediate household.

2. An allowance of three (3) days shall be granted to attend the funeral of an employee's grandchild, grandparent or parents-in-law.

3. An allowance of one (1) day shall be granted to attend the funeral of the employee's nieces, nephews, aunts or uncles.

4. The use of bereavement days shall commence within seven (7) calendar days of the death, unless the Superintendent approves such other use. Proof of Attendance at funeral may be required.

#### B. Sick days-

1. The employer shall award sick days to unit employees as required by the laws of New Jersey.

2. Such sick days shall be made available for use by each employee on September 1 of each year.

3. The parties acknowledge that Statute allows employer to require a physician's certificate before it credits use of sick days and no restriction is imposed by the contract upon the employer's authorized right to do so.

C. Personal Days:

1. Each full-time bargaining unit member shall receive two (2) of their regular paid shifts per year for the purpose of attending to legal or personal business which cannot be accomplished other than during working hours.

2. Personal days may: (a) not be used the day before or after a holiday, and (b) may only be used together where approved by the Department Supervisor in advance.

D. Attendance Incentive

1. Part-time employees who have been employed by the Department as of June 30, of each year and who will have been absent from duty no more than one (1) day for any reason (e.g. leave, sick or personal, but not including bereavement) from July 1, to January 31st of each year shall thereafter receive a \$150.00 attendance incentive stipend for any current employees who qualify and are employed at the time of the payment. The period of February 1 to June 30 of each year shall constitute a separate period for which payment shall thereafter be made to any then current employees who qualify and are employed at the time of the payment. Each such period in each year of this contract shall constitute a separate period for the incentive period. Payment shall not be considered as part of base salary and absence of such payment shall not be considered a reduction in compensation.

2. Full-time employees shall be eligible for an attendance incentive of \$175.00 for the same periods and under the same conditions as noted above in subsection 1.

E. Notwithstanding that the employer may have from time to time made the time available before it was actually earned under subsections above, any leave time used in excess of that earned on a pro rata basis shall be deducted from a final paycheck if the employee's term of service ends during the term of appointment.

**ARTICLE XVII I- LAYOFF AND RECALL**

A. When circumstances necessitate a reduction of the work force for strictly economic reasons, the Employer shall take the following appropriate steps:

1) The Employer shall first lay-off the employee with the least seniority in the job title in the location affected.

2) Employees who are laid-off shall be permitted to exercise their seniority rights as to the same job title in another location. If no vacancy exists in the same job title, the employee shall have the right to displace another employee with less seniority and likewise in successively lower-positions, provided that employee had previously held the lower position.

B. Employees shall be recalled to work from lay-off in the order of their seniority by job title.

#### **ARTICLE XVIII - MISCELLANEOUS PROVISIONS**

1) JOB OPENINGS - All job openings in the bargaining unit shall be posted on the districts appropriate bulletin board for a period of five (5) consecutive workdays. Upon request a copy of any such notice will be forwarded to the union.

2) MILEAGE - According to district policy, if an employee is required to utilize their own vehicle to move between buildings during a regular workday, they shall be reimbursed at the district's mileage rate.

3) UNIFORMS - The District shall provide five (5) shirts and two (2) aprons for each employee each school year. Any other equipment which the Employer deems necessary, the Employer will provide. However, the employees shall be required, subject to discipline, to conform to the employer's dress code and shall wear shoes or sneakers which are not open toed or open back footwear and shall be required to wear khaki or other dress type slacks and may not wear any blue or denim jean.

#### **ARTICLE XIX - EFFECTIVE LAWS**

The Employer and the Union understand and agree that all provisions of this Agreement are subject to law and to regulations of the New Jersey Department of Education. In the event that any provisions of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

#### **ARTICLE XX - CONTRACT TERM**


A. This Agreement shall be effective as of the date of it's execution by both parties and shall remain in full force and effect until the 30th day of June, 2011. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty

(60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

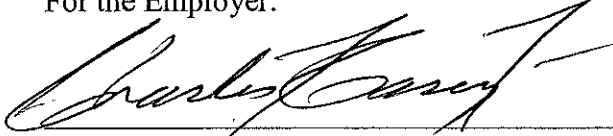
B. In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

C. The parties hereto specifically agree that after the date of the specific stated contract term, and unless and until a successor agreement to this one is reached between them, there shall be no advancement of any kind in any grade, step, or salary. Compensation and salary advancement may only be determined by a successor agreement.

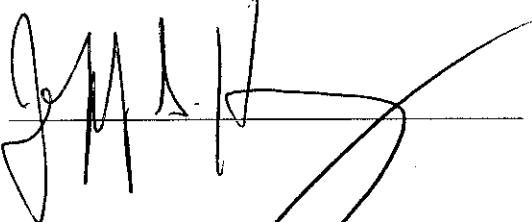
For the Union:

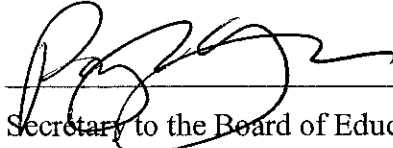
  
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For the Employer:

  
\_\_\_\_\_

Board President

  
\_\_\_\_\_

  
\_\_\_\_\_

Secretary to the Board of Education

Dated: 5/28/09

Dated: 6/18/09