

**THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION**

and

**THE WEST MILFORD
BUS DRIVERS ASSOCIATION**

**For the period of
July 1, 2005, through June 30, 2008**

PREAMBLE

THIS AGREEMENT, is made and entered into this 20 day of December, in the year Two Thousand and Five.

BY AND BETWEEN, the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, hereinafter referred to as the "Board";

AND, the WEST MILFORD BUS DRIVERS ASSOCIATION, hereinafter referred to as the "Association";

NOW, THEREFORE, the Board and the Association, parties hereto, under the provisions of Chapter 123 of the Public Laws of 1974, in consideration of their mutual covenants, do hereby agree in manner as follows:

ARTICLE I

ASSOCIATION RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and for terms and conditions of employment for all of its full-time, part-time, and probationary school bus drivers; but shall not include any supervisory personnel.

ARTICLE II

BOARD PREROGATIVES

It is recognized that the Board has and will continue to retain the responsibility and prerogatives to direct the operation of the public schools in the Township of West Milford in all its aspects, including, but not limited to, the following:

The right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employees for just cause. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this agreement, unless provided by legislative change.

ARTICLE III

NEGOTIATIONS OF SUCCESSOR AGREEMENT

1. The Board and the Association agree to enter into collective negotiations in good faith on all negotiable matters related to terms and conditions of employment. Any changes or additions to the expressed terms of this agreement shall first be negotiated with the Association.
2. The parties agree to prepare ground rules and exchange proposals at the first negotiating session which will take place on or before January 15 of the year this Contract expires.
3. Any agreement reached as a result of negotiations shall be reduced to writing, signed by the Board's negotiating committee and the Association's negotiating committee, and be submitted to the Board and Association for ratification.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Employee--the term "employee" shall mean any regularly employed individual included in Article I of this Agreement receiving compensation from the Board.

2. Grievance--a "grievance" shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application or violations of a policy, or administrative decision affecting the parties.

3. Aggrieved Party--an "aggrieved party" is the employee, employees or the Association filing the complaint.

4. Immediate Superior--the term "immediate superior" shall mean the Supervisor of Transportation.

5. School Day--a "school day" in the grievance procedure shall be defined as any day when the Board of Education is open.

6. Representative--the term "representative" shall mean an agent assigned by the Association.

B. PROCEDURE

The purpose of the procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that these proceedings will be kept informal and confidential.

The Board and the Association hereby declare that any aggrieved party invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action.

An aggrieved party shall have the right at all stages to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any mutually agreed upon minutes of the proceedings made at each stage of this grievance procedure.

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the aggrieved party, any documents, communications, and records dealing with the grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about the aggrieved party.

Time Limits--Grievances shall be moved by steps, described below, promptly. Time may be extended by common agreement, in writing.

1. Step One--An aggrieved employee shall first discuss the grievance with his immediate superior within five (5) school days of the occurrence. The reply or decision to the grievance at this step shall be made to the aggrieved employee within three (3) school days.

2. Step Two--If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he may submit the grievance in writing to the Superintendent or his designee within five (5) school days of receiving the Step One decision. After receiving such written grievance, the Superintendent or his designee shall meet with the aggrieved party and render his decision within five (5) school days.

3. Step Three--If the grievance is not resolved to the satisfaction of the aggrieved employee, a review by the Board of Education may be requested within five (5) school days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved employee and render a decision in writing to the aggrieved employee. The decision of the Board in grievances alleging administrative errors or misapplication of district policies or practices shall be final and binding. Steps Two and Three shall not exceed forty (40) school days from the date the grievance shall have been received by the Superintendent.

4. Step Four--Arbitration--If the grievance grows out of misapplication or violation of the agreements which are part of this contract and the aggrieved party is not satisfied with the disposition of his grievance in the foregoing steps, he shall have thirty (30) school days to notify the Board and file for arbitration. Failure to act within said thirty (30) school days shall indicate that the grievance has been withdrawn.

The Board or the aggrieved employee, or his representative, shall apply for an arbitrator through the Public Employment Relations Commission and shall be governed by rules and regulations thereof. The arbitrator's decision on all matters concerning this agreement shall be final and binding on all parties and all parties shall immediately perform and comply with the terms of the award. The cost of the services of the arbitrator, including professional fees and expenses, if any, shall be borne equally by the Board and the aggrieved employee. Any additional expenses shall be paid by the party incurring same.

The arbitrator shall not add to or subtract from, or in any way modify, the terms of this Agreement.

ARTICLE V

SENIORITY

1. All drivers hired prior to July 1, 1994, shall have their seniority date fixed as of June 30, 1994. All drivers hired after July 1, 1994, shall have their seniority date fixed as their first day of regular employment under contract within the bargaining unit.
2. An employee who is away from work on an approved leave of absence without pay for a period of one (1) calendar month or less duration shall have the right to resume his original contract route for that given school year.
3. An employee who is away from work on personal leave of absence beyond one calendar month in any calendar year shall terminate his/her contract.
4. In the event an employee is absent from work because of illness on a leave of absence without pay, contractual route assignment will be protected up to three calendar months, and seniority up to six calendar months. A request for extension of the six months seniority protection may be made through the Transportation Supervisor and the Business Administrator.
5. An employee injured in the performance of his/her duties under workmen's compensation leave shall have all job privileges protected.
6. The Board shall prepare a seniority list and deliver the list to the Association by August 10 each year.
7. In the event two or more employees commenced their employment on the same date, seniority shall be determined by the date they received their bus driver's license.

ARTICLE VI

ROUTE ASSIGNMENTS

A. 1. Route descriptions shall be prepared each year by the Transportation Supervisor. Routes shall be chosen by drivers on the basis of district seniority and shall include kindergarten and late runs. A general description of the routes to be chosen shall be made available to the drivers before they select their routes. All efforts will be made to have these in drivers' hands by August 25th.

B. 1. All contractual drivers will receive a "Route Assignment Contract" which will include built-in time allocations for a.m. vehicle pre-check time and include a p.m. built-in time for fueling, maintenance reports, bus interior cleaning and pupil discipline reports. The route assignment contract will define the individual route combinations assigned, clearly showing total time it takes to run all transportation routes contained within the contract, from the time that the vehicle leaves the depot until the time that the vehicle returns to the depot.

2. Contract changes shall be presented to the Driver, in writing, within thirty (30) days of the change.

C. Contractual drivers shall be compensated for additional layover time up to one hour per layover on conference days or individual emergencies if routes are adversely affected by the schedule.

D. 1. "Regular work run" shall mean transportation between school and another location which is scheduled on a consistent basis, i.e. Monday, Wednesday, Friday, or Tuesday, Thursday, etc. for a period exceeding one half of the school year. Regular work runs include but are not limited to shuttles (including those bringing special needs children home after a shortened day),

kinders, late runs, and midday assignments meeting the defined criteria.

2. Regular work runs shall be posted and assigned on a seniority basis and placed on the driver's route assignment contract. Kindergarten runs shall be decided by seniority.

Special trips shall be compensated at the driver's rate of pay as per Schedules A and B. Every effort shall be made to hire bus drivers before teachers for special day trips. Regular contracted drivers shall be given preference over substitutes for extra work runs. Said preference to be given on the basis of seniority from a rotating sign-up list. Kindergarten runs shall be substituted by Alternate Kindergarten Drivers, who will choose their assignments based on seniority.

3. If a driver is absent for more than one day, his/her third tier and late runs will be assigned to a driver(s) based upon the driver(s)'s ability to cover the route consistently for the period of absence. This provision will not apply to Kindergarten runs.

4. Extra work is defined as Field Trips, Athletic Trips, and work that is not contractual.

E. Last minute cancellation of trips taking place on Saturday, Sunday, or holidays will result in two hours pay being paid to the drivers who report. If a driver loses a regular run as a result of a cancellation of a trip, that driver will be paid for regular runs and must be available for work until released.

F. 1. Bus and van summer work shall be awarded on the basis of seniority. Extra summer work and summer trips will be assigned on a seniority basis from the sign-up list. Summer trips shall not be charged against the driver's trip count.

2. Unit members shall not perform "automobile driver" duties unless no automobile driver is available.

3. If summer work is performed which does not conform with this Article, a penalty of four (4) hours shall be paid by the Board to the offended driver. Penalty hours may not exceed twenty (20) hours per summer per employee.

G. There will be no splitting of routes. If one is taken off, the total remaining a.m. or p.m. will be also off, unless otherwise approved by the Transportation Supervisor.

H. The Board reserves the right to remove a driver from a run for just cause.

I. If such a position is established and when the designated Field Trip/ Athletic Trip driver is unavailable, athletic and field trip positions will be offered on a seniority basis, unless there is an appreciable difference in the ability to do the job.

J. No driver may sign for an activity trip unless it is expected to be at least one and one-half hours longer than the displaced home-to-school or school-to-home schedule of that unit member.

ARTICLE VII

DISCIPLINARY PROCEDURE

A. All disciplinary actions shall be applied in a fair manner with due process and shall be consistent with the infraction for which the disciplinary action is being applied.

B. Disciplinary actions, including the removal of a driver from a run, shall, depending upon the nature of the infraction, normally include and follow this order:

- 1) a verbal warning
- 2) a written warning
- 3) suspension without pay or remediation period

4) discharge

C. All disciplinary actions may be appealed through the established grievance procedure, commissioner, or courts.

D. All removals from runs, suspensions and discharges must be for just cause and must be stated in writing with reason given and a copy given/sent to the employee.

ARTICLE VIII

RULES AND REGULATIONS

A. It is understood and agreed that the provisions of the Rules and Regulations of the Board, including the School Bus Drivers' Handbook, now in effect shall be binding on the parties hereto, except to the extent that any specific provision thereof may be superseded by a specific provision or provisions of this agreement, in which event this agreement shall control. The Board agrees to provide each driver with a copy of the School Bus Drivers' Handbook.

ARTICLE IX

MEETINGS/DRIVER DEVELOPMENT

A. The School Bus Drivers Association will be afforded use of school buildings for association meetings upon application.

B. The Board shall pay the full cost of tuition incurred in connection with any course, seminar or conference which a driver is required to attend by the Board or is approved by the Superintendent of Schools.

C. The Board, in concert with the Association, shall provide "in-service" training and

job related vocational courses to employees.

D. 1. Meetings scheduled for members to attend shall be posted ten days in advance of date with listing of topics on main agenda. The district may call emergency meetings at any time. Persons not attending required meetings shall be docked for the time missed. The Board shall provide the Driver with the information distributed. The Driver is responsible for following through as required.

2. Cancellation of meetings shall be made forty-eight (48) hours in advance of announced time and date.

E. Two (2) Driver Trainers will be appointed at the discretion of the Transportation Supervisor from a list of volunteers. The cost of tuition for the Driver Trainers' course to become qualified shall be paid by the Board upon prior approval of the Superintendent or designee and upon receipt of certification.

F. Two (2) employees will be appointed to the Safety Committee at the discretion of the Transportation Supervisor on a rotating basis from a list of qualified volunteers. The employees will be paid for one hour for presentations to unit members on staff development and orientation days scheduled by the Superintendent or designee.

ARTICLE X

MISCELLANEOUS

A. It shall be the responsibility of each employee to notify the Board, in writing, of all hours and place of other employment, immediately upon securing additional employment.

B. A contractual employee who resigns must submit thirty (30) days written notice.

C. Payroll deduction (dues) shall follow the standard procedure.

D. The Board will install a telephone in the trailer for the drivers' use for local calls.

Phone privileges shall not be abused.

E. Agency Shop

1. Purpose:

If an employee does not become a member of the Association during any membership year, said employee will be required to pay a representation fee to the Association. The purpose of the fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Fees are not required for partisan, political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representation.

2. Amount of Fee:

Prior to the beginning of each school year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that year. The representation fee to be paid by nonmembers will not exceed eighty-five (85%) percent. The Association will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed eighty-five (85%) percent of dues, fees, and assessments and does not include any amount of dues, fees, and assessments that are 1) expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representative.

3. Deduction and Transmission of Fee:

The Association shall establish a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The non-member shall receive a full and fair hearing. The Association has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.

4. Payroll Deduction Schedule:

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the year in question. The deductions will begin with the first paycheck paid a) thirty (30) days after receipt of the aforesaid list by the Board; or b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff.

5. Termination of Employment:

The collection structure will be on a pro rata basis. Employees terminating their employment will be considered "paid in full" with their last pro rata monthly deduction.

6. Changes/New Employees:

The Association will notify the Board in writing, of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their

employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

7. Indemnification and Save Harmless Provision:

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE XI

SAFETY AND HEALTH

A. An Association representative shall be added to the district wide safety committee and the district wide health committee.

B. The Board shall provide a communications system for vehicles traveling out of District.

ARTICLE XII

SALARIES

A. The pay rates of contractual drivers are set forth in Schedule "A" attached.

B. Contractual drivers shall continue to have the option to elect twelve (12) month pay plan.

C. Contractual drivers with over twenty (20) years of service are to receive a longevity payment of \$725 per year. Contractual drivers with over fifteen (15) years of service are to receive a longevity payment of \$625 per year. Contractual drivers with over ten (10) years of service are to receive a longevity payment of \$500 per year. Contractual drivers with over five (5) years of service are to receive a longevity payment of \$350 per year. Longevity pay shall be established September 15 of each year and added to base salary. Effective July 1, 1996, drivers with over twenty-five (25) years of service shall receive a longevity payment of \$825.00 per year.

This longevity provision shall not apply to employees hired effective February 1, 1993 and thereafter.

D. The experience credit for all new employees shown on the guide is to be calculated on the basis of one year equals six months or more of driving experience in the district for the first year determination. Credit will be applicable at the start of the new contract year.

E. Contract rates shall not change during the school year.

F. Pay for job related court appearances (not involving driver negligence), required conferences, jury duty, or meetings called for by the Supervisor of Transportation, or motor vehicle inspections shall be at the regular rate of pay.

ARTICLE XIII

FRINGE BENEFITS

A. Pension benefits shall be provided to all annual contract employees of the Association as follows: Pension as required by State Statute--all new drivers earning over \$500 annually must enroll in the Public Employees Retirement System.

B. A Board-sponsored insurance program of medical-surgical, hospitalization, Rider J,

major medical, and dental protection shall be provided to all contractual drivers employed beyond a minimum of twenty (20) hours per week with full coverage on family health insurance to be paid as follows:

Deductibles for the "traditional" plan shall be \$200/\$400 annually; second opinions shall be required for certain medical and surgical procedures and pre-admission notification and continued stay review shall also be required.

Employees hired after July 1, 2002 shall be eligible only for the POS plan at the appropriate benefit level (i.e., single, family, etc.) for the duration of their employment.

The Association and the Board of Education both recognize the ever spiraling costs of health insurance programs and agree to work together in eliminating double coverage, incorrect coverage and other problems in order to provide maximum benefits for the premium spent.

For those drivers hired on or after December 1, 2005, drivers must be contracted for more than 25 hours per week to be eligible for medical insurance.

C. Dental Plan (Basic Plan plus Rider 1 and 2) shall be provided to all contractual drivers employed beyond a minimum twenty (20) hours per week, with full coverage on full family for the year paid by the Board. For those drivers hired on or after December 1, 2005, drivers must be contracted for more than 25 hours per week to be eligible for dental insurance.

D. A Group Disability Plan providing sickness and accident benefits for the Association shall be administered by the Board.

E. The Board will provide free medical examinations by the Board approved physician for the physical examinations required to obtain a valid school bus drivers license annually. No driver shall be compelled to visit the Board approved physician. Any driver who so desires, shall be afforded the privilege to utilize his/her own physician at his/her own expense. Free TB tests shall

also be provided by the Board as required.

F. Upon certified retirement payment for unused sick days shall be as follows:

\$35 per day--\$3,300 maximum

There shall be no accrued sick day payments upon retirement for new employees hired after February 1, 1993.

Should an employee otherwise entitled to this benefit under this agreement die while actively employed, this payment shall be made to the employee's estate.

G. Commencing in the 1986-87 contract year, unused personal days will accrue to unused sick days for retirement, payment pursuant to F above.

H. The Board will provide each approved driver an optical care reimbursement for the cost of an eye examination and prescribed eyeglasses on a vouchered basis up to a maximum of two-hundred and seventy-five dollars (\$275) every two years.

I. Each year the Board will provide each driver with a hearing test to be performed by the school nurse.

J. The Board will provide payment for the Criminal Background Review (fingerprinting process) for each bus driver after completion of the probationary period.

K. The Board will provide payment for the Commercial Driver License process for each bus driver after completion of the probationary period.

ARTICLE XIV

SUBCONTRACTING

The accumulated sick leave benefit, up to \$3,300 maximum, shall be paid to drivers hired before February 1, 1993 and laid off as a result of the subcontracting of the driver's route. This payment shall relieve the Board of any obligation to re-employ the driver, and shall not be paid if the reduction in force is the result of declining student enrollment, elimination of programs or the consolidation of existing routes.

If, however, more than 40% of the available routes are subcontracted, the following provisions would become effective:

- A. One year advance notice shall be given to the Association.
- B. Accumulated sick leave benefit shall be paid to all laid off drivers hired before February 1, 1993 up to \$3,000.00 maximum.
- C. The Board will urge the subcontractor to provide employment for laid off Association personnel.

ARTICLE XV

SICK LEAVE

- 1. Sick Leave--Ten (10) days annually. Unused sick leave shall accumulate without limitation.
- 2. Employees are required to present a physician's certificate attesting to the employee's fitness for returning to work after medical absence of more than three (3) consecutive working days or at the discretion of the Superintendent or Business Administrator.
- 3. Any patterned absence developed over a period of time may result in the employee being placed on probation, or disciplined pursuant to Article VII. Said pattern shall be clearly established and the employee shall be informed of this action.

4. Employees who do not use any sick, personal, non-compensated or workers compensation days during the entire year will receive a perfect attendance bonus of \$375.

ARTICLE XVI

LEAVES

1. Death in the immediate family* --up to five (5) consecutive working days immediately following death for each occurrence.

2. a. Personal business 2 days/year which have been applied for at least three (3) work days in advance, except in case of an emergency, and approved by the employee's supervisor. Employees will not be required to state reasons except for Mondays, Fridays or days before or after a holiday or vacation.

b. Illness in the family 2 days/year without accruing from one year to another.

3. If school is closed, drivers shall not be charged for sick, bereavement, illness in the family and/or personal days.

4. Employees not otherwise qualified for the State and Federal Family and Medical Leave Acts may apply to the Board for an unpaid leave which may be granted at the Board's discretion.

5. All requests for unpaid leaves of absence of more than three (3) working days during a time that school is in session shall be made by an employee to his/her immediate supervisor at least four weeks prior to the scheduled leave, except in cases of emergency. It is understood that all leave requests shall be reviewed by the Board of Education for approval. All decisions on requests for leaves of absence without pay during a time that school is in session shall be made by the Board at

* Immediate family shall be considered: father, mother, spouse, child, brother, sister, grandparents, mother-in-law, father-in-law, son- or daughter-in-law, sister- or brother-in-law, grandchild, adult living in the household in a spousal-like relationship or any member of the

its next regular meeting or work session following the submission of the request.

ARTICLE XVII

WORK YEAR

A driver's year shall consist of 183 days as follows:

- a. 180 student reporting days
- b. One Orientation Day
- c. Two In-service days
- d. If snow days for any one school year total five (5) days or more, then the Board reserves the right to cancel the two (2) In-service days.
- e. Any delayed opening day requiring drivers to remain "on-call" climaxing in the closing of school, will result in payment to the driver for a maximum of 1.5 hours pay at their regular rate.
- f. Routes for schools operating in excess of 183 days shall, if known, be identified at the time of posting and noted on the employee's contract as such. To the extent available, the school calendar shall also be provided at that time.

ARTICLE XVIII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2005, and shall continue in full force and effect until June 30, 2008. This agreement may be extended by mutual agreement of both parties.

immediate household.

SCHEDULE "A"

SCHOOL BUS DRIVERS' GUIDE

CLASSIFICATIONS

BUS DRIVER'S RATE

	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
3 Months-2 years' experience	\$19.52	\$20.35	\$21.21
Over 2 years' experience	\$20.96	\$21.86	\$22.78
Weekend/Holiday Trips	Time and half time		

Hours worked in excess of eight hours on school days are to be paid at the rate of time and one half.
Hours worked up to eight (8) on school days are to be paid at the appropriate straight time rate.

SCHEDULE "B"

WEST MILFORD TOWNSHIP PREVAILING HOURLY RATES
FOR DRIVERS IN THE PROBATIONARY PERIOD

<u>CLASSIFICATION</u>	<u>Prevailing Rate</u>
Drivers in the Probationary Period	\$12.70 (2005-06)
	\$13.24 (2006-07)
	\$13.80 (2007-08)

The ninety (90) work day probationary period shall be waived for all substitute drivers having an excess of ninety days work.

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