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RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE TRENTON BOARD OF EDUCATION

AND

THE TRENTON FOOD SERVICE PERSONNEL ASSOCIATION

X JULY 1, 1986 THROUGH 30 JUNE 1988

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PREAMBLE

This Agreement is made and entered into this        day of  
                  , 1984, by and between the Board of Education of the City of  
Trenton, County of Mercer, hereinafter called the "Board" and the  
Trenton Food Service Personnel Association, hereinafter called the  
"Association".

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Trenton Food Service Personnel Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for personnel employed by the Board and appointed as Food Service Department employees to the following titles: Baker; Chef; Cook; Dispatcher; Driver Helper; Food Server; General Worker; Lead/Food Server; Lead/Storerroom; Lead/Utility; Lunchroom Aides; and Truck Driver, but excluding: Commissary Manager; Assistant Commissary Manager; Manager; Assistant Manager; and substitutes, and all other managers, confidential employees, supervisors, and casual employees, as defined by the Act, as well as all other persons employed by the Board.

B. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

## ARTICLE 2

### MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, 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 in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency for the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to take whatever action may be necessary to carry out the mission of the school district in situations of emergency; and (g) to establish and approve work schedules and duties and to require employees to follow same.

### ARTICLE 3

#### NEGOTIATIONS PROCEDURE

A. The Board and the Association agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et seq., in a good faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin not later than January 1st of the calendar year in which this Agreement shall expire.

B. 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.

C. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement with any organization other than the Association for the duration of this Agreement.

D. 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.

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Add E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

Add F. The Board shall provide, upon request of the Association, data as to salaries for all employees in the unit, hiring dates, years in any position, and similar information necessary for the purpose of negotiations. Such data shall be furnished as late as

ARTICLE 4  
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, Board policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.

B. Procedure

The time limits specified in this Article may be shortened by mutual agreement in writing.

1. Level One - Informal Attempt to Resolve Grievance

An employee who has a grievance shall first discuss it with his/her immediate supervisor in an attempt to resolve the matter informally. If the grievance is not resolved within seven (7) calendar days after this discussion, the employee may proceed to Level Two.

2. Level Two - Superintendent of Schools, or his/her designee

a. If any employee's grievance is not resolved after having been discussed with his/her immediate supervisor, it shall be submitted, in writing, to the Superintendent, or his/her designee within thirty (30) calendar days after the employee knew, or should have known, of the events or actions upon which the grievance is based. If the grievance is not filed within this time period, it

shall be waived.

b. Within ten (10) work days after the written grievance has been filed with the Superintendent, or his/her designee, the Superintendent, or his/her designee, shall hold a hearing on the grievance, unless the grievant waives such hearing in writing. The grievant and one (1) representative shall be present at the hearing and may present such facts as are relevant to the Administration's consideration of the grievance.

c. The Superintendent, or his/her designee, shall render a written decision of the grievance within five (5) work days after the conclusion of the hearing and shall forward a copy of the decision to the grievant and his/her immediate supervisor.

3. Level Three - Board of Education

a. In the event the grievant is not satisfied with the disposition of his/her grievance at Level Two, or, in the event no decision has been rendered by the Superintendent, or his/her designee, then the grievant, within five (5) work days after the Level Two decision is rendered or is due, may appeal the grievance to the Board. This appeal shall be taken by notifying the Superintendent, or his/her designee in writing, of same.

b. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and one (1) representative. If a committee of the Board reviews the grievance, and/or holds a hearing regarding same, the members shall present a written recommendation on the grievance



to the entire Board within fifteen (15) days from their committee's review and/or hearing and within thirty (30) calendar days from the date the Superintendent, or his/her designee was notified of the Board appeal.

c. The full Board shall render a written decision on the grievance if a Board committee does not review same first, within thirty (30) calendar days after the grievance has been filed with the Superintendent, or his/her designee, as an appeal to them. If a committee of the Board reviews the grievance and/or holds a hearing regarding same, the full Board shall render a written decision on the grievance within thirty (30) calendar days after the full Board is in receipt of the recommendation of the Board committee. A copy of the Board's decision shall be forwarded to the grievance and his/her immediate supervisor.

d. The Board shall not be required to hold a special meeting to comply with the time limits set forth in subsection "c" above, but, shall consider said grievance at the next regularly scheduled Board meeting.

4. Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within forty (40) work days after the grievance was delivered to the Board, he/she may within five (5) work days after a decision by the Board or forty (40) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to Arbitration.

If the Association determines that the grievance is meritorious, it may submit the grievance to Arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the Superintendent, or his/her designee, shall be so notified.

b. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

c. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly, and shall issue his decision normally not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been mutually waived, then from the date the final statements and proofs on the issues are submitted to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be final and binding on the parties. The decision of the Arbitrator shall be binding only on grievances which are based on an alleged specific violation of this Agreement, except that grievances may not be submitted to Arbitration if they pertain to the following:

i. No grievance shall be taken to Arbitration that impinges upon the right of the Board of Education to appoint, promote, assign and involuntarily transfer.

ii. Any matter for which a method of review is provided for by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which, according to law, is beyond the scope of the Board's authority, or limited by law to the Board's authority alone.

iii. Appointment to or lack of appointment to, retention in or lack of retention in any position.

iv. In deciding grievances, the Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law; involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

d. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from, the Agreement.

e. The costs of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

#### C. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit

such grievance in writing to the Superintendent, or his/her designee, directly, and the processing of such grievance shall be commenced at Level Two.

2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only parties in interest and their designated or selected representatives.

ARTICLE 5

NO-STRIKE CLAUSE

A. During the term of this Agreement, there shall be no strike, stoppage, refusal to work, sitdown, picketing, boycott or any other interference with or interruption of the normal conduct of the Board's operation by the Association and/or the employees represented by the Association.

B. During the term of the contract should any strike or stoppage of work by the Association or its members occur, the Association agrees within thirty-six (36) hours after receipt of notice of such illegal activity from the Board, to endeavor in good faith to order an immediate return to their work of its members who have stopped work or are participating in such illegal activity.

ARTICLE 6

EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1, et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership on the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under N.J. School Laws or other applicable laws and regulations.

C. No employees shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be

subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, 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(s) of the Association present to advise him and represent him during such meeting or interview.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, or any other employee organization.

## ARTICLE 7

### ASSOCIATION RIGHTS

A. Representatives of the Association, the NJEA and the NEA shall be permitted to transact official Association business at all reasonable times, on school property, with the prior approval of the Director of the Food Service Department, or his/her designee, provided that this does not interfere with or interrupt normal school operations.

B. Subject to the Board's permit procedure and/or policy and prior approval, The Association shall have the right to use school buildings, except during normal school hours, for meetings.

C. The Association shall have the right to use the inter-school mail facilities and school mail boxes. Such use shall be limited to official Association business and shall be consistent with Board Policy and applicable laws concerning such use. The Association shall be allowed to use the inter-school mail for Association business upon filing a copy of material that is to be sent through inter-school mail with the Director of Food Services. No approval shall be required.

D. Whenever any Association representative or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings he shall suffer no loss in pay.

E. In each building in which employees are assigned, the Association shall be provided bulletin board space for the posting of official Association notices, vacancies, and the like. Adminis-



tration is to select reasonable locations.

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Add F: Subject to the approval of the Superintendent of designee, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographs, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE 8

EMPLOYMENT PROCEDURE

A. An employee shall receive two (2) weeks notice if terminated because his position is abolished or for unsatisfactory work performance.

B. An employee who is resigning from his position shall give two (2) weeks notice.

C. At no time shall the Board or any agent thereof assign or direct any employee covered by this Agreement to any other duties outside of the duties appropriate to his position and consistent with the general job description, except by mutual consent.

## ARTICLE 9

### SENIORITY

A. Seniority is defined as service by employees in the district in the collective bargaining unit covered by this Agreement. Employees shall accrue seniority from the date of their uninteruped service in one position, regardless of their actual date of appointment by the Board. An employee shall lose all accumulated school district seniority if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the district.

B. In the event of a reduction in force, the employees in the position(s) affected, shall be laid off in the inverse order of seniority of the employees in that position(s).

C. In the event that within one (1) year from the date of an employee's lay-off, a vacancy occurs in the position from which he was laid off, or in some lesser position in the same line of work in the department, a laid off employee shall be entitled to recall thereto in the order of seniority. The recalled employee shall be entitled to the salary appropriate to that position.

D. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the district, and sent by certified mail, return receipt requested. Within two (2) weeks from receipt of such notice of recall, the employee shall notify the Director of the department in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to work, he shall forfeit all of his seniority and all rights

to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within two (2) weeks from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Director of the department or his/her designee. In the event he shall fail to so report for work, he shall forfeit all of his seniority and all rights to recall.

E. Seniority shall not be accumulated during the period of lay off. Upon recall, the appointed employee shall be entitled to the seniority accumulated as of the date of layoff.

## ARTICLE 10

### SALARIES

A. For the 1986-1987 academic year, all unit employees, with the exception of lunchroom aides, shall be entitled to an increase in their 1985-1986 base salary of 6.5% effective July 1, 1986. For the 1986-1987 academic year, all lunchroom aides shall be entitled to an increase in their 1985-1986 hourly rate of \$.30 per hour effective July 1, 1986.

B. For the 1987-1988 academic year, all unit employees, with the exception of lunchroom aides, shall be entitled to an increase in their 1986-1987 base salary of 6.5% effective July 1, 1987. For the 1987-1988 academic year, all lunchroom aides shall be entitled to an increase in their 1986-1987 hourly rate of \$.35 per hour effective July 1, 1987.

C. Any employee who fills in for another employee whose rate of pay is greater, shall be paid at the minimum rate of the higher pay scale or an additional \$.50 per hour - whichever is higher.

ARTICLE 11

TRANSFERS, VACANCIES AND NEW POSITIONS

A. Employees who desire to transfer to another building shall file a written statement of such desire with the Office of Personnel and the Director of Food Services. Such statement shall include the school or schools to which he/she desires to be transferred, in order of preference. Requests for transfers and reassignments for the following year may be submitted at any time.

B. Notice of any involuntary transfer or reassignment shall be given to an employee as soon as practicable.

C. Notice of all vacancies and locations of all positions, including new positions, shall be posted in each school and work site in the food service area no later than thirty days following the creation of each vacancy.

1. Food Service Workers who apply for a vacancy shall receive in writing from the personnel office proper acknowledgement of their application/request within ten (10) days.

2. The Association must be notified in writing of all transfers, etc.

3. All vacancies shall be posted for a minimum of ten (10) days.

D. The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications or if the position has not been filled within that period, of the reason for the delay.

E. When a vacancy is filled from within the district, the appointee shall be notified no later than 10 days after the action has been taken by the Board.

F. All positions when vacated shall be advertised at the current job classification.

G. Every in-house food service worker who applies for a position above a four (4) hour worker must be screened.

ARTICLE 12

EVALUATIONS

A. All employees in the unit shall receive at least one (1) formal written evaluation annually.

B. An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least three (3) days before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee.

C. Written evaluations shall be signed by the employee and supervisor with the express understanding that such signature does not necessarily indicate agreement with the contents. The employee shall have the right to submit a written answer. His answer shall be reviewed by the Superintendent, or his/her designee and attached to all copies of the evaluation document.

D. An employee shall have the right, upon request, to review the contents of his personnel file.

E. No material derogatory to any employee's services, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material and been given a copy. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature does not necessarily indicate agreement with the contents

thereof. The employee shall also have the right to submit a written answer to such material. His answer shall be reviewed by the Superintendent, or his/her designee, and attached to all copies of the material.



ARTICLE 13

PROTECTION OF EMPLOYEES

Employees shall immediately report cases of assault suffered by them, in connection with their employment, to their principal or other immediate supervisor. Such notification shall be immediately forwarded to the Superintendent, or his/her designee, who shall comply with any reasonable request from the employee for information in the possession of the Superintendent or his/her designee, relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE 14  
LEAVE POLICIES

A. Sick Leave

1. All employees who are steadily employed by the Board shall be allowed fifteen (15) days for personal illness per year. Employees who commence employment after the first day of their contract year shall only be entitled to a pro-rated number of sick leave days in accordance with that portion of the year actually worked.

2. The unused portion of an employee's annual sick leave entitlement, pursuant to subsection A.1 of this Article, shall be cumulative, and to be used for additional sick leave as needed in subsequent years. Employees shall receive, by October 1 of each school year, a written accounting of their cumulative sick leave as of that point in time.

B. Illness in Immediate Family

1. Up to a maximum of three (3) days per year, with no loss of pay, may be allowed for illness in the immediate family, for all employees, except aides.

2. Immediate family shall be defined as spouse, child, parent, brother, sister, mother-in-law, or father-in-law.

C. Death in Family

1. All employees, except aides, may be allowed up to five (5) consecutive working days, without loss of pay, at the time of a death in the immediate family.

2. Immediate family shall be defined as spouse, child, parent, brother, sister, mother-in-law, or Father-in-law.

#### D. Death of Others

Any employee, except aides, upon the written approval of the Superintendent, or his/her designee, may be allowed an absence of one (1) day per year, without loss of pay, to attend the funeral in the case of a death of someone not in the employee's immediate family, as defined in subsection B and C of this Article.

#### E. Personal Business

1. All employees, except aides, may be allowed up to three (3) days per year to attend to personal business that cannot be taken care of other than during the employee's regular hours of work. All requests for personal business days shall be submitted, in writing, to the Superintendent, or his/her designee, at least five (5) work days prior to the personal leave day requested. The taking of any personal leave day is subject to the written approval of the Superintendent, or his/her designee.

#### F. Definition of a "day"

For purposes of this Article, a "day" shall be equivalent to the number of hours an employee is regularly scheduled to work on a daily basis.

G. Upon retirement or death, employees with twenty (20) years or more of service in the Trenton School District shall be entitled to reimbursement for all unused accumulated sick leave at the rate of one (1) day of pay for each three (3) days accumulated. For calculation of this amount, the employees daily pay as of the date of retirement or death shall be utilized.

H. One day shall be allowed with no loss of pay for the marriage of the employee or a marriage in the immediate family.

ARTICLE 15

ASSOCIATION DUES/AGENCY FEE

Association Dues

A. The Board agrees to deduct from the salaries of its employees dues for the Association and its affiliates. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9(e). Said monies shall be transmitted to the Treasurer of the Association in accordance with law.

B. The Board agrees to deduct from employee's salaries money for services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such associations or organizations. This shall include credit union loan and savings plan, summer savings plan, etc. Any such deduction shall be made in accordance with Board policy and/or practice. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board of Education and the appropriate Association.

Agency Fee

C. All newly hired employees, by the thirtieth (30th) day of their employment, if they have not become members in good standing with the Association, shall pay a representation fee in lieu of dues in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assess-

ments and available to or benefitting only Association members. This agency fee shall be eighty-five (85%) percent of the regular unified membership dues, fees and assessments. This agency fee shall be deducted from employees pay and forwarded to the Treasurer of the Association in a manner similar to the dues deduction.

ARTICLE 16

MISCELLANEOUS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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.

B. The Board will provide a uniform allowance of \$75.00 and a shoe allowance of \$50.00 to be paid annually by January 1 of each school year in a check separate from the employee's pay check.

C. The Board shall provide a printed copy of the agreement to all members of the unit at Board expense after agreement on format with the Association.

D. Longevity shall be paid to each employee as follows:

After 20 years - \$400.00 to be added to the salary of the employee.

After 30 years - an additional \$400.00 to be added to the salary of the employee.

After 35 years - an additional \$200.00 to be added to the salary of the employee.

After 40 years - an additional \$200.00 to be added to the salary of the employee.

ARTICLE 17

MEDICAL BENEFITS

A. The Board shall pay the full premium for each employee and in cases where appropriate for family plan insurance coverage through Blue Cross - Blue Shield Hospital, Rider J, and Major medical program. Major medical shall be 80/20 and Blue Shield shall be the 1420 series.

B. Effective July 1, 1987 the Board shall pay full premium for employee only dental insurance identical to coverage received by teachers.

C. The Board shall provide a prescription drug plan with \$1.00 co-pay, including contraceptives for the full family and dependent children to age 25.

ARTICLE 18

DURATION

This agreement shall be effective as of September 1, 1986 and shall continue in effect until August 31, 1988, subject to the Association's right to negotiate for a successor Agreement in accordance with NJSA 34:13A-1, et seq., and as provided in Article 3 herein.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing, pursuant to mutual agreement.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries or negotiations chairpersons, and their seals to be placed herein, on the \_\_\_\_\_ day of \_\_\_\_\_ 1987.

BOARD OF EDUCATION OF  
THE CITY OF TRENTON

TRENTON FOOD SERVICE  
PERSONNEL ASSOCIATION

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PRESIDENT  
ATTEST:

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PRESIDENT  
ATTEST:

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BOARD SECRETARY

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TFSPA SECRETARY