

AGREEMENT

BETWEEN THE

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 56,
CHARTERED BY UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION AFL-CIO, CLC, LOCATED AT
7730 MAPLE AVENUE, PENNSAUKEN, NEW JERSEY.

AND THE

PENNS GROVE-CARNEYS POINT REGIONAL BOARD OF EDUCATION

SEPTEMBER 1, 1993 TO AUGUST 31, 1996



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THIS AGREEMENT, made by and between PENNS GROVE-CARNEYS POINT REGIONAL BOARD OF EDUCATION, located Penns Grove, Salem, County, New Jersey, hereinafter referred to as the "Board" and the United Food an Commercial Workers Union, Local 56, Chartered by United Food and Commercial Workers International Union AFL-CIO-CLC, located at 7730 Maple Avenue, Pennsauken, New Jersey, hereinafter referred to as the "Union" acting upon behalf of itself and its members, who are hereinafter referred to as "Employees":

Wherein it is mutually agreed as follows:

ARTICLE I RECOGNITION

A. The Board recognizes the Union as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for its employees engaged in the operation of its cafeterias in the Penns Grove-Carneys Point Regional School District exclusive of the Food Service Director and Clerk.

ARTICLE II PAYROLL DEDUCTIONS

A. The Board agrees to deduct from the pay checks of its Employees dues for the United Food and Commercial Workers Union, Local 56, Chartered by United Food and Commercial Workers International Union AFL-CIO-CLC, located at 7730 Maple Avenue, Pennsauken, New Jersey, as said employees individually and voluntarily authorize the Board to deduct. Said monies, together with any records of corrections, shall be submitted to the Treasurer of the Union by the 15th of each month following the month in which deductions were made.

B. The Union shall certify to the Board, in writing, the current rate of its membership dues.

ARTICLE III HOURS OF WORK AND HOLIDAYS

A. ~~The~~ regular work week for cafeteria employees shall be Monday through Friday. Hours of work shall be determined by the needs of the lunch program of the District. Beginning September 1, 1993 a full day shall be 7 1/2 hours, anything less shall be considered part time. Overtime shall be paid at the rate of 1 1/2 pay for all hours worked in excess of 7 1/2 hours per day or 37 1/2 hours per week. Hours worked on Saturday will be paid at 1 1/2 pay, and Sunday's will be at double time rate.

B. Thanksgiving and Christmas Days shall be paid holidays. Holiday pay shall be computed by multiplying the employees straight-time hourly rate by the number of hours that they are normally scheduled.

C. To be eligible for holiday pay, an employee must be a member of the regular work force and have worked the last scheduled day before the holiday and the first scheduled day after the holiday.

D. All permanent employees shall take preference over substitute employees in choosing vacation, personal holiday, working dinners and banquets, unless a bona fide emergency or special circumstance arise.

E. The work year for cafeteria employees will be one hundred eighty (180) days.

ARTICLE IV TRANSFERS

A. The Board retains the right to hire, promote, transfer and/or layoff on the basis of the needs of the school district. The Board agrees to make promotions, transfers and layoffs on the basis of fitness, ability and seniority. Where qualifications are equal, seniority shall prevail. The Board reserves the right to determine the qualifications of its employees.

B. In the case of temporary transfers from one job to another, employees transferred to a higher position shall receive the wages regularly paid by the board for such work if for a full day. Employees permanently transferred to a lower position shall receive wages regularly paid by the Board for such work after five (5) consecutive days.

**ARTICLE V
SENIORITY**

A. Any employee leaving his/her employment because of injury or ill health shall maintain his seniority for a period up to one (1) year during such disability. Seniority shall terminate upon justifiable discharge, voluntary quitting or willful failure to report to work after five (5) days notice, in writing, to the employee at his/her last known address on the Board's records.

B. Banquets and other dinners will be rotated among all of the employees according to seniority. A list shall be prepared setting forth the seniority of the individual employees and at the first such banquet or dinner, the names will be taken from the top of the list. At the next affair, the next persons in line will be picked up from where the others left off and so on down until the list is exhausted. At such time, return to the top of the list. For clarification, it is understood that work at banquets and dinners shall be offered by seniority to employees qualified to utilize cafeteria equipment.

C. Regular overtime will be rotated on a seniority basis within a building. Overtime will be posted.

D. When a fulltime employee is not on the job, a part-time employee, if available, shall be used prior to calling a substitute employee unless a bona fide emergency or special circumstance arise.

**ARTICLE VI
DIVISION OF WORK**

A. Management shall have the right to increase or reduce the work hours of any employee in any building or position at management's discretion. It is recognized that a pro-rata reduction among all employees is desirable if economically feasible.

**ARTICLE VII
PHYSICAL QUALIFICATIONS**

A. Every employee shall be physically qualified to perform the duties required of him/her in his job. At the request of the Board and at the expense, its employees shall from time to time, as required by the Board, submit to a physical examination by the District Physician or Medical Inspector and if it is determined that any such employee is not physically qualified to perform his work, then and in such event, he may, at the Board's option, be relieved of his duties.

B. In the event of illness, a certification from the doctor shall be adequate upon its being submitted to the building manager.

C. In the event of emergency illness, the building manager shall determine whether or not an employee shall be permitted to leave.

**ARTICLE VIII
LUNCH AND REST PERIODS**

A. All employees working more than four (4) hours per day will be entitled to a thirty (30) minute lunch period at the conclusion of the regular serving time. Employees who are employed more than five (5) hours shall be entitled to a fifteen (15) minute rest period at a time to be scheduled by the cafeteria manager before the serving period.

**ARTICLE IX
WASH ROOMS AND LUNCH AREAS**

A. The Board agrees to designate a suitable place for employees to have lunch and provide toilet facilities on the premises.

**ARTICLE X
UNION INSPECTION**

A. The Board agrees that the time records of all employees covered by this Agreement may be inspected by an officer of the Union at the School District Office during regular office hours.

B. A duly accredited representative of the Union shall have the right during working hours to visit the cafeteria where the members of the Union are employed, provided he is accompanied by a school administrator or his or her designated representative and in no way interferes with the cafeteria operation.

**ARTICLE XI
POSTING NOTICES**

A. The Board agrees to permit the Union to post such notices as it may desire concerning Union business on the various bulletin boards established by the Board in the work area. The Board will post promotional vacancies on bulletin boards and allow employees three (3) days to make application.

**ARTICLE XII
GRIEVANCES**

A. DEFINITIONS

1. A "grievance" is a claim by an employee or the Union based upon the interpretation application or violation of this agreement, State or Federal Laws, policies or administrative decisions affecting them. All grievances shall be processed in accordance with the procedure contained herein except that any grievance concerning administrative decisions shall end at the Board of Education level and shall not be subject to arbitration.

2. An aggrieved person is a person or persons making the claim.

3. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence and be signed by all parties in interest at the initial or beginning level.

B. PROCEDURE

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. If a grievance is not processed within proper time limits by the grievant Union, the grievance is automatically denied and dropped.

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

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

3. (a) Any employee who has a grievance shall report it to the Shop Steward who shall discuss it with the Building Cafeteria Manager in an attempt to resolve the matter informally.

(b) If the matter cannot be settled to the satisfaction of the aggrieved employee within a five (5) day period, the matter shall then be turned over to the Union Representative and the Food Service Director.

(c) If the matter cannot be settled at this level to the satisfaction of the aggrieved person within seven (7) days, the matter will then be referred to the Superintendent of Schools by the Union Representative. The Superintendent of Schools shall render his decision within ten (10) days of the receipt of the grievance.

(d) If the aggrieved employee is not satisfied with the position of the Superintendent of Schools, the employee, within ten (10) days after receipt of said decision, may request that the matter be referred to the Board of Education by the Union Representative. The Board of Education shall render their decision within thirty (30) days of the receipt of the grievance.

(e) If the aggrieved employee is not satisfied with the decision of the Board, the employee or the Union Representative within ten (10) days after receipt of the Board's decision shall notify the Board through the Superintendent of their intent to initiate arbitration.

(f) If arbitration is initiated, a request shall be made to the American Arbitration Association or the New Jersey Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator of the dispute.

(g) The Arbitrator so selected or appointed shall confer with the representatives of the Board and Union and shall hold hearings promptly and shall issue his decision not later than thirty (30) days from the close of the hearings. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The decision of the Arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

(h) The costs for 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 Union. Any other expenses incurred shall be paid by the party incurring the same.

4. Rights of Employees to Representation

(a) Any party in interest may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Union.

(b) ~~The~~ Shop Steward may be present at all grievance meetings.

**ARTICLE XIII
DISMISSALS AND LAYOFFS**

A. Except for causes hereinafter set out as causes for immediate dismissal, the Union shall be notified of all proposed dismissals or discharges, which involve any of the permanent employees, which said notice shall be given at least three (3) days prior to the proposed dismissal or discharge. The said notice is for the purpose of permitting an investigation of the reason for dismissal or discharge by the Union.

B. In connection with a layoff, the Board shall notify all employees who work in the cafeteria five (5) working days before the proposed layoff, whether it is a holiday or otherwise, unless the layoff is due to causes beyond the control of the Board of Education.

C. The following shall be causes for immediate dismissal: sabotage; gross insubordination; use of an alcoholic beverage or intoxicant of any type while on duty; smoking in prohibited areas; theft; bring intoxicating liquors or illegal drugs on the premises; profanity in presence of students; refusal to service students; fighting (physical attack) or threatening physical harm.

D. If it is necessary to reduce the number of staff members, the last qualified person hired shall be the first person to be laid off. In rehiring, the last qualified person laid off shall be the first qualified person to return to work.

E. No new employees shall be hired until all permanent laid off and qualified for the vacancy shall have been given an opportunity to return.

**ARTICLE XIV
SALARIES**

A. The wages of all employees covered by this Agreement are set forth in Schedules A and B which are attached hereto and made a part thereof.

B. Checks for said wages will be delivered in sealed envelopes.

**ARTICLE XV
UNIFORMS**

A. The Penns Grove-Carneys Point Regional Board of Education agrees to supply three (3) smocks for each cafeteria employee. Replacements will be made when the smocks are no longer serviceable. The Cafeteria Director may replace the smock. For those that are lost the employee will pay for replacement. The van driver will receive uniforms instead of smocks with the same guidelines.

**ARTICLE XVI
INSURANCE PROTECTION**

A. During the life of this agreement, the Board shall provide health insurance coverage for current eligible cafeteria employees and their dependents when applicable subject to the restrictions listed herein:

(1) Medical, prescription, and dental insurance shall be the same plans provided for district employees in other bargaining units.

(2) Current employees who work 20 hours or more per week shall be entitled to coverage only if they do not have such coverage available to them elsewhere. (Appendix A attached hereto specifies specific employees and their indicated coverages). If a current employee not working 20 hours per week is scheduled for 20 hours or more per week on a regular basis they shall have full eligibility rights. If a currently eligible employee loses coverage they have elsewhere through no fault of their own, they shall be entitled to replace that coverage in the same manner as other current employees.

(3) Employees hired after September 1, 1993 shall be entitled to health insurance coverage only if they are full time employees working at least 7 1/2 hours per day. Their entitlement shall be for single coverage only, however, they may choose to cover eligible dependents, provided they reimburse the Board for the cost differential between single coverage and whatever dependent coverage they select.

(4) It is the employees responsibility to notify the Board office as soon as possible in case of a change in dependent status.

B. The Board of Education will reimburse each employee for costs incurred for optical health care, medical care and/or dental care to the employee or members of his/her immediate family under the following terms and conditions:

(1) The service must be rendered to the employee or to members of the employee's immediate family "Immediate Family" shall be defined as spouse or minor child living in the same household as the employee.

(2) Prior to requesting reimbursement the employee must submit the billing to any insurance carrier which provides or may provide coverage for such service. This includes not only insurance coverage provided by the Board of Education, but insurance coverages provided privately or by some other employer. The Board of Education shall have the right to require the employee to verify under oath, that said coverage does not exist.

(3) The Board of Education shall not be required to consider any item for reimbursement until the employee has presented a receipted bill or other proof of payment of such cost and evidence that the employee has sought insurance coverage for such cost and such coverage has been denied or a statement signed by the employee that such coverage does not exist.

(4) Proof of payment and evidence that the claim is not covered by other insurance shall be presented to the Secretary of the Board of Education, along with a voucher requesting reimbursement, between September 1 and September 30 of each year. The board shall pay the reimbursement to which the employee is entitled not later than November 30th immediately following the September 30th filing deadline.

(5) In order to be eligible for the reimbursement provided in this paragraph, the proof of payment and evidence of no coverage by other insurance must be presented by September 30 for any service rendered prior to the immediately preceding June 30. Any claim not presented by September 30 shall be waived and the employee shall thereafter have no further claim to reimbursement under this paragraph.

(6) The liability of the Board of Education for reimbursement under this paragraph shall not exceed \$400.00 per employee for the balance of the contract.

(7) The reimbursement to which the employee is entitled under this paragraph shall not be cumulative from year to year. Any sums not used in an academic year by an employee may not be carried to future years.

ARTICLE XVII PENSION PLAN

A. All cafeteria employees whose annual wages total \$500.00 or more shall join the Public Employees Pension Fund of the State of New Jersey which is a contributory fund.

ARTICLE XVIII BEREAVEMENT LEAVE

A. Cafeteria employees shall be entitled to five (5) consecutive calendar days leave beginning with the day following the death in the case of his or her immediate family. All normal working days in said leave will be with pay at the regular hourly rate and number of hours normally assigned to the bereaved. Immediate family includes husband or wife, mother, mother-in-law, father, father-in-law, grandparents, brother, sister, children and grandchildren.

B. A one day leave will be granted for attendance at the funeral of brother-in-law, sister-in-law, aunt or uncle if such funeral falls on a regular work day.

C. If an employee is entitled to a funeral leave as set forth in Paragraph A of this Article and such funeral leave shall fall on a recognized holiday, then in such event, the employee shall be entitled to holiday pay.

ARTICLE XIX DISCRIMINATION

A. There shall be no discrimination by the Employee against any of its employees because of Union activity, nor shall there be any discrimination against any employee because of race, color, creed, sex, age or nationality in the placement and retention of employment, or in the hours, wages and working conditions of the employee.

ARTICLE XX SICK LEAVE AND PERSONAL LEAVE

A. All employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. All employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.

C. In addition, all employees shall be entitled to two (2) personal days. However, before an employee is granted a personal day a five (5) day notice must be given to the Food Service Director and day requested must be approved by the Food Service Director. No more than two (2) employees will be granted the same day off as a personal day. The last scheduled day before or the first scheduled after a holiday will not be granted as a personal day.

D. Personal days will not be accumulative and personal days not taken will be lost.

E. A doctor's certificate is required after three (3) days of illness.

F. In the event that an employee is ill on a day which is recognized as a holiday, then the employee shall be entitled to holiday pay, provided that the employee provides a doctor's certificate verifying such illness.

G. The Board of Education agrees to comply with the new family leave requirements as provided for in statutes.

**ARTICLE XXI
REPRESENTATION FEES OF NON-MEMBERS**

A. The Union shall submit to the Board Secretary's Office a list of names of members covered by this Agreement who are not current dues paying members. The School District in compliance with State Law and this Agreement, will deduct from such members' pay a representation fee equaled to eighty-five (85%) percent of the amount set for association members. (This amount will be determined by the Union's Treasurer, and is to be paid by payroll deduction.)

B. It is understood by parties of this Agreement that the Board shall have no other obligation or liability financial or otherwise, other than as set forth herein, because of action arising out of the understanding expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Union the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Union.

C. The Union shall indemnify and save the Board and Administration harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance upon any lists, notice or assignment furnished in this Article.

**ARTICLE XXII
INSERVICE PROGRAM**

A. Cafeteria employees shall be required, at the option of the Board of Education, to attend such inservice program or programs as the Board of Education shall deem necessary. Anytime a cafeteria employee is required to attend any inservice program, the employee shall receive his/her regular rate of pay.

**ARTICLE XXIII
END OF YEAR RESPONSIBILITIES**

A. Cafeteria employees may be required to work the last three (3) days during which pupils are scheduled for attendance at school. During such time period, cafeteria employees will perform such clean-up tasks and other work that may be necessary in order to close the cafeteria for the summer.

**ARTICLE XXIV
SEVERANCE BONUS**

A. The Board shall provide each cafeteria employee with a severance bonus which shall be paid in full within ten (10) days following the actual retirement of the cafeteria employee. The amount of the severance bonus shall be computed in the following fashion:

(1) A current cafeteria employee working four (4) hours per day or more, shall be entitled to receive \$20.00 per day for each accumulated unused sick leave day which shall stand to the employee's credit as of the date of his/her retirement.

(2) A current cafeteria employee working less than four (4) hours per day, shall be entitled to receive \$10.00 per day for each accumulated but unused sick leave day which shall stand to the employee's credit as of the date of his/her retirement.

(3) For all future employees (those hired as of September 1, 1993 or after) \$20 per day shall be paid only for employees working 7 1/2 hours per day or more and \$10 per day shall be paid for those employees working less than 7 1/2 hours per day.

B. The bonus described in Paragraph A hereof, is subject to the following limits:

1. The Board shall not be required to provide more than sixty (60) days credit per employee.

2. To be eligible to receive the aforesaid severance bonus, the employee must provide written notice of his/her intention to retire at least sixty (60) days prior to retirement.

**ARTICLE XXV
DURATION OF AGREEMENT**

A. This Agreement shall take effect on the first (1st) day of September 1993, and shall remain in full force and effect until the thirty-first (31st) day of August, 1996.

B. Thereafter, the Agreement shall continue from year to year unless, and until, terminated by written notice given by either party to the other party at least sixty (60) days prior to the original expiration date or any subsequent period.

SCHEDULE A
HOURLY RATES
FOR ALL EMPLOYEES HIRED ON OR BEFORE SEPTEMBER 1, 1991

| <u>POSITION</u> | <u>1993-1994</u> | <u>1994-1995</u> | <u>1995-1996</u> |
|--|------------------|------------------|------------------|
| ASSISTANT VAN DRIVER, DISH ROOM CASHIER | 10.30 | 10.55 | 10.80 |
| PREP EMPLOYEE, ASSISTANT BAKER | 10.75 | 11.00 | 11.25 |
| ASSISTANT COOKS, HEAD PREP EMPLOYEE, HEAD BAKER | 10.85 | 11.10 | 11.35 |
| VAN DRIVER | 11.20 | 11.45 | 11.70 |
| HEAD COOK, MANAGER | 11.35 | 11.60 | 11.85 |
| HEAD MANAGER | 11.65 | 11.90 | 12.15 |

SCHEDULE B
HOURLY RATES
FOR ALL EMPLOYEES HIRED AFTER SEPTEMBER 1, 1991

| <u>POSITION</u> | <u>1993-1994</u> | <u>1994-1995</u> | <u>1995-1996</u> |
|--|------------------|------------------|------------------|
| ASSISTANT VAN DRIVER, DISH ROOM CASHIER | 6.85 | 7.10 | 7.35 |
| PREP EMPLOYEE, ASSISTANT BAKER | 7.05 | 7.30 | 7.55 |
| ASSISTANT COOKS, HEAD PREP EMPLOYEE, HEAD BAKER | 7.25 | 7.50 | 7.75 |
| VAN DRIVER | 7.45 | 7.70 | 7.95 |
| HEAD COOK, MANAGER | 7.65 | 7.90 | 8.15 |
| HEAD MANAGER | 7.85 | 8.10 | 8.35 |

A. Any employee receiving a higher straight time rate than listed for the particular classifications shall not have his/her wages reduced as a result of this agreement or the rates negotiated for new hires.

B. No employee currently receiving a classification differential shall have that differential reduced during the life of this agreement unless it is the result of a disciplinary action or a voluntary move to a lower classification.

APPENDIX "A"

HEALTH BENEFITS ENTITLEMENTS

| <u>ELIGIBLE EMPLOYEES</u> | <u>INSURANCE ENTITLEMENT</u> | |
|---------------------------|--|---------------------------------|
| DiPietro, Marie | MEDICAL - PRESCRIPTION - DENTAL | H&W |
| DiTeodoro, Barbara | HMO - <u>Dental</u> | SINGLE |
| Dunaway, Patricia | HMO - PRESCRIPTION - DENTAL | SINGLE |
| Franceschini, Joann | <u>MEDICAL - DENTAL</u> <u>PRESCRIPTION</u> | <u>SINGLE</u> <u>H&W</u> |
| Gant, Gloria | <u>MEDICAL</u> <u>DENTAL - PRESCRIPTION</u> | <u>SINGLE</u> <u>H&W</u> |
| Jenson, Julia | MEDICAL - PRESCRIPTION - DENTAL | H&W |
| Kerswill, Helen | <u>MEDICAL - PRESCRIPTION - DENTAL</u> | <u>SINGLE</u> |
| Koeturius, Honora | NONE | --- |
| Maranzano, Nancy | PRESCRIPTION | H&W |
| Napoleon, Mary | <u>MEDICAL - DENTAL</u> <u>PRESCRIPTION</u> | <u>SINGLE</u> <u>H&W</u> |
| Pflieger, Anna | MEDICAL - PRESCRIPTION - DENTAL | H&W |
| Reed, Reggie | NONE | --- |
| Schreiner, Carmela | MEDICAL - PRESCRIPTION - DENTAL | H&W |
| Seagraves, Beatrice | MEDICAL - PRESCRIPTION - DENTAL | SINGLE |
| Stancliff, Katherine | NONE | --- |
| Toulson, Janet | <u>MEDICAL - DENTAL</u> <u>PRESCRIPTION</u> | <u>SINGLE</u> <u>H&W</u> |
| Whitney, Sue | <u>HMO</u> | <u>SINGLE</u> |
| Yucas, Mary | <u>MEDICAL - DENTAL</u> <u>PRESCRIPTION</u> | <u>SINGLE</u> <u>H&W</u> |

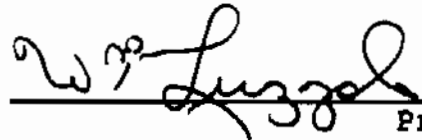
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon.

ATTEST:

PENNS GROVE-CARNEYS POINT
REGIONAL BOARD OF EDUCATION



Robert L. Hayes, Secretary



President

ATTEST:

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 56, CHARTERED BY
UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION AFL-CIO



4-19-93
DATE

