

THIS AGREEMENT, made by and between PENNS GROVE-CARNEYS POINT REGIONAL BOARD OF EDUCATION, located in Penns Grove, Salem County, New Jersey, hereinafter referred to as the "Board" and the United Food and Commercial Workers International Union AFL-CIO-CLC, located at 5 Executive Campus, Suite 201, Cherry Hill, New Jersey 08002, 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 moneys, together with any records of correction, 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 Sundays will be at double time rate.

**ARTICLE III - CONTINUED
HOURS OF WORK AND HOLIDAYS**

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. If during the term of this Agreement, custodial and secretarial employees are granted an additional paid holiday, employees covered by this Agreement shall receive the same day as paid holiday.

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. If an employee is sick or absent in a verifiable emergency and provides acceptable documentation they will be paid their Holiday Pay.

D. The work year for cafeteria employees will be a maximum of one hundred eighty-two (182) 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.

C. Employees may also be transferred for the purpose of training. This will be done on the basis of seniority. However, no employee may be transferred for training purposes until they have had a least six (6) weeks of continued employment at the position for which they were hired. If the Food Service Director cannot transfer any employee due to an employees fitness, the Food Service Director shall notify the shop steward as soon as possible.

**ARTICLE V
SENIORITY**

A. Any employee leaving his/her employment because of injury or ill health shall maintain his/her 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. Then, return to the top of the list. 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 full time 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 shall 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 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/her work, then and in such an event, he/she may at the Board's option, be relieved of his/her duties.

B. In the event of illness, a certification from the doctor shall be adequate upon submission to the Food Service Director.

C. In the event of emergency illness, the Food Service Director_ 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 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 Food Service Director 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 of his/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 interpretations application or violation of the 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 time.

(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 Food Service Director 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) calendar day period, the matter shall 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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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 Employee Relations Commission to submit a roster of Persons qualified to function as a 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) calendar days from the close of the hearings. The Arbitrator's decision shall be in writing and shall set forth his/her 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 all grievance meeting.

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; bringing intoxicating liquors or illegal drugs on the premises; profanity in the presence of students; refusal to service student; 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.

C. In the case of temporary transfers lasting at least one (1) day, from one job category to a job category requiring a higher rate of pay, the employee transferred to the higher paying position shall receive the wages regularly paid for the higher job category for all time utilized.

D. A food service employee will be eligible for a yearly cash stipend if he/she is certified by the American School Food Service Association and is a member of NJSFSA.

a. The stipend will be submitted for payment to the employee on the May 30th payroll of each school year, if proof of A.S.F.S.A. Certification, Membership and required continuing education hours (5 per year) are verified by the Food Service Director.

b. The proposed stipend for 2002-2005 Contract will be \$150.00 for each year.

c. The cost of membership and attaining the C. E. hours per year is to be the responsibility of the Certified Employee.

d. The estimated cost for the 2001-2002 school year:

\$33.00 – ASFSA & NJSFSA Membership

\$10.00 – ASFSA Certification Application (Once every three years)

Cost for attaining five education hours per year is variable.

These hours can be acquired by attaining area meetings (free), attending the NJSFSA Annual Conferences (cost varies), completing the "Journal Articles (\$5.00 each) and/or participating in other NJSFSA sponsored activities.

**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 Food Service Director_ may replace the smock. For those that lost the employ will pay for replacement. The van driver will receive uniforms instead of smocks with the same guidelines.

B. The Board shall provide all cafeteria employees with one (1) pair of shoes each year, subject to the procedures and limitations described in Section C hereof. Employees must wear the shoes while on the job.

C. The type of uniform, the acquisition procedure and cost limitations will be established by the Director of Finance after consultation with the Association. Cleaning and maintenance of the uniforms will be the responsibility of the employee. Uniforms will be kept clean, neat and in good repair at all times by the employee and will be worn during all normal work hours.

**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 and prescription insurance shall be the same plans provided for district employees in other bargaining units.

2. Current employees who regularly work twenty (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 twenty (20) hours per week is scheduled for twenty (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 else where 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. The spouse of a district employee who is otherwise eligible for any medical and/or prescription insurance coverage under this Article shall not be provided said coverage long a his/her spouse is covered under a family plan provided by the district. During the year prior to retirement, the spouse may enroll in single coverage if necessary to meet eligibility for the State retirement health plan.

5. Employees must notify the District Office of any change in dependent status within thirty (30) days of the change occurring or they must reimburse the district the difference in rates for all time they should have been in a lower cost category.

6. If the Board desires to change its' insurance provider, the Union agrees that it will accept the benefit levels of the State Health Benefits Program in effect at the time of change as meeting the test of equivalent benefit levels. If the Board wishes to switch to a provider other than the State Health Benefits Program, benefit levels must be equal to or greater than those enjoyed at the time of change.

B. The Board will allow employee participation in a qualified IRS Code Section 125 Plan, effective July 1 for the 1996-1997 school year and each year thereafter. The Board will not administer the Plan nor will it have any liability nor responsibility regarding the agent or agents administering the Plan. New employees hired in the school year 2002-2003 and thereafter shall not be entitled to AFLAC benefits, unless they work twenty-five (25) hours or more.

1. For the 1995-1996 Blue Bank entitlement, all cafeteria employees eligible for reimbursement shall receive the same pro-rata amount as that received by custodians, teachers, secretaries and aides, \$268.30 upon presentation of a properly signed voucher.

2. For 1996-1997 and subsequent years all cafeteria employees eligible for Blue Bank reimbursement shall receive \$322.00 deposited into an established IRS Section 125 account each year.

3. The Board will no longer provide Blue Bank or Dental Insurance. All cafeteria employees who are eligible for dental insurance will receive an additional **\$757.00** deposited into an established IRS Section 125 account each year.

C. If the Union requests in writing by July 1 of any year, the Board shall provide only single medical coverage and single prescription coverage to each employee. The total amount of premium paid by the employees during the preceding school year which represents the difference between single coverage and all other dependent coverages, shall be divided equally among all bargaining unit employees eligible for medical and prescription coverages. The resulting amount shall, upon the employees' request, be deposited in the individual employees' Section 125 Plan each year.

ARTICLE XVII PENSION PLAN

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

ARTICLE XVIII CALL BACK TIME

A. Each employee who is called back to work other than during his/her normal work schedule shall be guaranteed a minimum of two (2) hours a day.

ARTICLE XIX DISCRIMINATION

A. There shall be no discrimination by the Employer 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 OTHER TEMPORARY 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.

1. A doctor's certificate is required after three (3) days of illness.
2. 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.
3. The Board of Education agrees to comply with the new Family Leave requirements as provided for in statutes.

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

C. Personal Leave

1. Three (3) days personal leave of absence for a compelling reason which requires absence shall be granted provided such obligation cannot be cared for outside of work hours. Written application to the Superintendent for personal leave days shall be made through the designated supervisor, at least seven (7) days before taking such leave, except in cases of emergencies. No more than two (2) employees will be granted such leave on a given day unless specifically allowed by the Superintendent. Such leave shall not be granted contiguous to any vacation, recess, or holiday.
2. All personal leave days granted herein may be utilized as per above or shall be allowed to accumulate year to year with no limit, only toward a severance bonus formula in the same manner as sick days and may not be used to increase the amount of personal leave or sick leave in subsequent school year.

D. Any employee required to serve jury duty shall receive their regular pay for all such time served, provided the employee remits to the Board of Education any compensation other than mileage they may receive as a result of such service.

E. Bereavement

1. Any employee is entitled to four (4) consecutive work days in each case of death in the employee's immediate family except if death occurs during a vacation period. One (1) or two (2) day holidays shall not be considered vacation period. "Immediate family includes: Husband or wife, Mother (also in-law), Father (also in-law), Grandparents, Brother, Sister, Children and Grandchildren.

2. An allowance of one (1) day shall be granted in each case for death of other relative, subject to approval of Superintendent. If any employee elects to use a personal day leave for such purpose, the Superintendent's approval shall be automatic. If the Superintendent refuses to approve the requested bereavement day and if the employee has no remaining personal leave days, the requested day shall be granted without compensation.

F. Time necessary for persons called into temporary active duty shall be governed by statutory requirements.

G. Time necessary for an employee's appearance in all legal proceedings arising out of and in the course of employment of the individual by the Board, excepting however, time in any legal proceeding which the said individual is a party plaintiff in a suite against the Board or is a defendant in the proceeding brought by the Board against the individual; further excepted, time spent in any proceeding under the grievance procedure of this Agreement or time spent in arbitration, fact-finding or any proceeding arising out of a said Agreement.

H. Other temporary leaves of absences with pay may be granted by the board for good reason. Such determination resides solely with the Board.

I. Leaves taken pursuant to this Article shall be in addition to any sick leave which the employee is entitled.

J. Unless specified herein expressly, all leaves are non-accumulative.

ARTICLE XXI EMPLOYEE TUITION PROGRAM

A. All employees covered by this Agreement may apply for reimbursement for the cost of courses which have application to their areas of employment or are related to the individuals increased competence as an employee.

B. To be eligible for reimbursement, all of the following criteria must be met.

1. The applicant must have approval of the Superintendent or his designee prior to taking the course.
2. The applicant must receive a mark equivalent to "A" or "B" or "Pass" in a Pass/Fail course.

3. No employee will be reimbursed for more than twelve (12) semester hours credit completed during any one fiscal year.

4. Reimbursement shall be at the tuition rate per semester hour prevailing at Rowan College of NJ or the actual cost of the course, whichever is less.

C. Employees shall receive reimbursement within forty-five (45) days of verification by transcript or other evidence of successful course completion.

ARTICLE XXII 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 XXIII INSERVICE PROGRAM

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

**ARTICLE XXIV
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 XXV
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 and personal leave day which shall stand to the employees 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 and personal 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) \$20.00 per day shall be paid only for employees working 7 1/2 hours per day or more and \$10.00 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 XXVII
DURATION OF AGREEMENT

A. This Agreement shall take effect on the first (1st) day of July 1, 2002 and shall remain in full force and effect until the thirtieth (30th) day of June 2005.

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**

POSITION	2002-2003	2003-2004	2004-2005
Dish Room Cashier	11.46	11.75	12.03
Prep Employee	11.91	12.20	12.48
Assistant Cooks, Head Prep Employee,	12.01	12.30	12.58
Van Driver	12.36	12.65	12.93
Head Cook, Manager	12.51	12.80	13.08
Head Manager	12.81	13.13	13.38

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

POSITION	2002-2003	2003-2004	2004-2005
Dish Room Cashier	8.01	8.30	8.58
Prep Employee	8.21	8.50	8.78
Assistant Cooks, Head Prep Employee	8.41	8.70	8.98
Van Driver	8.61	8.90	9.18
Head Cook, Manager	8.81	9.10	9.38
Head Manager	9.01	9.30	9.58

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.

C. Any cashier who is required to deposit money shall receive one (1) dollar for each day they do so.

APPENDIX "A"

HEALTH BENEFITS ENTITLEMENTS

ELIGIBLE EMPLOYEES	INSURANCE ENTITLEMENT		AFLAC
Childs, Diane	WAIVED		\$757
DiTeodoro, Barbara	PPO	SINGLE	\$757
Dunaway, Patricia	PPO	SINGLE	\$757
Johnson, Cindy	PPO MEDICAL, PRESCRIPTION	SINGLE	\$757
Kerswill, Helen	PPO MEDICAL, PRESCRIPTION	SINGLE	\$757
King, Frances	PPO MEDICAL, PRESCRIPTION	PARENT & CHILD	\$757
Koeturius, Honora	PPO MEDICAL & PRESCRIPTION	FAMILY	\$757
Schreiner, Carmela	PPO MEDICAL, PRESCRIPTION	SINGLE	\$757
Tozour, Carol	PPO MEDICAL	SINGLE	\$757
Whitney, Sue	MARRIED TO EMPLOYEE		\$757
Wright, Frances	PPO MEDICAL, PRESCRIPTION	SINGLE	\$757

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.

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

PENNS GROVE-CARNEYS POINT
REGIONAL BOARD OF
EDUCATION

Anthony R. Cinaglia, President

Jeanette Harbeson, President

Lisa Sanders, Business Representative

Carmela Schreiner

Helen Kerswill

Noreen Koeturius

Carol Tozour

Diane Childs

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HIGHLIGHTS

CAFETERIA CONTRACT CHANGES

1. If an employee is sick or absent in a verifiable emergency prior to a paid holiday and provides acceptable documentation they will receive pay for the holiday.
2. Change title "Cafeteria Manager" to "Food Service Director".
3. Unused personal days will accumulate towards retirement bonus in the same manner as other district employees.
4. Cashiers who are required to deposit money will receive \$1.00 for each day they do so.
5. Wage increases will be paid in bonus form and base salary guides will stay as present for three years.
6. Bonus will count towards pension this year and in the future.
7. Three year contract.
8. 35 cents per hour bonus for regularly scheduled hours each year of contract.
9. Cost of settlement

Current yearly payroll cost for 182 days + 2 paid holidays = 279,540.16

Regularly scheduled hours each year = 28,014

35 cent bonus times 28,014 hours = 9,804.90 actual cost of increase (3.51%)

Same cost for each year, **not** cumulative.

AGREEMENT

BETWEEN THE

**UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 56,
CHARTERED BY UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION AFL-CIO, CLC, LOCATED AT
5 EXECUTIVE CAMPUS, SUITE 201,
CHERRY HILL, NEW JERSEY 08002**

AND THE

**PENNS GROVE-CARNEYS POINT REGIONAL BOARD OF EDUCATION
100 IONA AVENUE
PENNS GROVE, NEW JERSEY 08069**

JULY 1, 2002 TO JUNE 30, 2005

April 8, 1999

United Food & Commercial Workers Union
Local 56, AFL-CIO
Lisa Sanders, Representative
5 Executive Campus, Suite 201
Cherry Hill, New Jersey 08002

Dear Lisa:

You advised me today of your ratification of our tentative Agreement, so I am sending you two (2) copies of a finished contract draft for your review with all changes italicized and underlined. I have dated and initialed each page.

Please initial each page of one (1) copy and return it to me. As soon as I receive your initialed copy, I will make copies for all cafeteria employees and give them to Carmella Schreiner unless you want me to do something different.

Very truly yours,

Jonathan J. Garbini, Esq.
Labor Relations Coordinator

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cc: File

Jack Gibison, Labor Relations Coordinator

Jonathan Garbini, Board of Education Solicitor

Bernard Heppinstall, Board of Education Negotiations Chairman

Jeanette Harbeson, Board of Education Negotiations Team Member

Thomas McDonough, Board of Education Negotiations Team Member

Coleen Cimino, Food Service Director

April 20, 1999

United Food & Commercial Workers Union
Local 56, AFL-CIO
Jack Swift, Business Representative
7730 Maple Avenue
Pennsauken, NJ 08109-3383

Dear Jack,

I am pleased to advise you that the Board of Education at it's regular meeting on April 19, 1999 voted to ratify the tentative Agreement reached with the Cafeteria employees. I have attached the highlight sheet approved by the Board.

As soon as I receive the signed draft copy of the contract, I will have contracts printed and distributed to the cafeteria employees.

It has been a pleasure to work with you on this contract, which I believe to be a fair and equitable settlement for both parties.

Very truly yours,

Jack Gibison
Labor Relations Coordinator

Attachment: Highlights, Cafeteria Contract Changes

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CAFETERIA COST FACTORS

1. PERSONAL DAYS

A.	212 Teachers x 3 days	=	636 possible days	
	Substitute Rate \$60/day	=		\$38,160.00
B.	26 Custodians x 3 days	=	78 possible days	
	Substitute Rate \$6.75 x 8 hours	=	\$54/day	= \$4,212.00
C.	28 Aides x 3 days	=	84 possible days	
	Substitute Rate \$5.25 x 6.5 hours	=	\$34/day	= \$2,856.00
D.	18 Secretaries x 3 days	=	54 possible days	
	Substitute Rate \$50/day	=		\$2,700.00
E.	35 Cafeteria x 3 days	=	105 possible days	
	Substitute Rate \$5.25 x 2.5 hours	=	13 possible days	= \$1,378.00
	TOTAL POTENTIAL COST	=	\$49,306.00	

2. SMOCKS

\$20.00 EACH X 2 = \$40.00 X 35 EMPLOYEES = \$1,400.00

3. BONUS ISSUE

Not now being included for pension, Brian says can do it for this year and is not a real problem to do it in future.

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4. SALARY INCREASES

152.25 Hours/day x 184 days = 28,014 hours per year

If \$.25/hour - \$7,003.50

at \$7.35 rate = 3.4%
at \$12.15 rate = 2.1%

If \$.30/hour - \$8,404.20

at \$7.35 rate = 4.1%
at \$12.15 rate = 2.5%

5. INCREASED LUNCH COST

- A. Estimated Lunches Served 1998-1999 = 262,283
- B. Cafeteria Currently Operating At Break Even
- C. To continue at break even every \$20,000.00 in increased cost should be accompanied by an \$.08/per lunch increase in lunch prices.

6. HEALTH BENEFITS

- A. Currently have 16 people working 5 hours or more.
- B. Medical only would cost;
 - FAMILY \$5,730.00/year x 16 = \$ 91,680.00/Year
 - HUSBAND/WIFE \$4,244.40/year x 16 = \$ 67,910.40/Year
 - PARENT/CHILD \$3,797.76/year x 16 = \$ 60,764.16/Year

SINGLE \$2,384.28/year x 16 = \$ 38,148.48/Year

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ARTICLE 25

TEMPORARY LEAVES OF ABSENCE

A.

2. All personal leave days granted herein may be utilized as per above or shall be allowed to accumulate year to year with no limit, only toward a severance bonus formula in the same manner as sick days and may not be used to increase the amount of personal leave or sick leave in a subsequent school year.

May 20, 1999

United Food & Commercial Workers Union
Local 56, AFL-CIO
Attn.: Jack Swift
7730 Maple Avenue
Pennsauken, NJ 08109-3383

Dear Jack,

Enclosed you will find three (3) copies of the Collective Bargaining Agreement signed by all parties as you requested. I will give Carmella Schreiner enough copies to distribute to all her members.

It has been a pleasure working with you and thanks for all your help. If you have any questions, please feel free to contact me.

Sincerely,

Jack Gibison
Labor Relations Coordinator

JG:ppg

cc: Carmella Schreiner
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