

AGREEMENT

BETWEEN

POMPTONIAN INC.

AT

FREEHOLD REGIONAL HIGH SCHOOL DISTRICT

11 PINE STREET ENGLISHTOWN, NJ 07726

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 153, AFL-CIO

EFFECTIVE DATES:

FROM: SEPTEMBER 1, 2018

THRU: AUGUST 31, 2023

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## **PREAMBLE**

THIS AGREEMENT is entered into by and between Pomptonian Inc. (hereinafter referred to as the "Company" or the "Employer") and Office & Professional Employees International Union, Local 153, AFL-CIO (hereinafter referred to as the "Union") as representative of all its non-supervisory employees employed at Freehold Regional High School District in the mutual interests of the Union, employees and the Company to promote and further the efficiency and economy of operations, to provide orderly collective bargaining relations, a method for the prompt and equitable disposition of grievances, and a method for the establishment of fair wages, hours and working conditions for the employees covered hereunder. In making this Agreement, it is recognized to be the duty of the Union, employees, and the Company to cooperate fully with each other, both individually and collectively, for the advancement of the purposes of this Agreement, within the context of this Agreement.

## **ARTICLE 1- RECOGNITION**

**Section 1.** The Company hereby recognizes the Office and Professional Employees International Union, Local 153, as the exclusive and sole representative for collective negotiations concerning salaries, hours, benefits and other terms and conditions of employment for all employees of Pomptonian Inc. at the Freehold Regional High School District, employed as Food Service Workers, Assistant Cooks, Cooks and Utility employees. Excluded from the bargaining unit are: part-time employees working less than twelve (12) hours per week on a regular basis) temporary employees, substitute employees, professional employees and supervisors as defined in the National Labor Relations Act.

## **ARTICLE 2 - UNION SECURITY**

**Section 1.** The Company agrees that all employees, including part-time employees, covered under this agreement, shall continue to remain members of the Union in good standing. The Company further agrees that all new employees, including part-time employees, hired subsequent to the effective date of this agreement, shall, as a condition of employment, thirty (30) working days from the date of employment, become and remain members of the Union in good standing.

**Section 2.** In the failure of any employee to comply with any provision of Section 1 of this Article, the Union may notify the Company in writing of such failure, and there upon the employee shall neither be continued in employment thereafter, nor rehired, unless the Company is notified by the Union that such employee is a member in good standing in the Union.

**Section 3.** The Company will deduct from the wages of any employee covered by this Agreement said employee's dues as a member of the Union upon receiving the employee's voluntary and individual written authorization form from the Company to make such deductions, signed by the employee. Such authorization form shall be provided by the Union. The Company will pay over to the proper officer of the Union wages withheld for such initiation fees and dues. The remittance shall be accompanied by a list showing individual names, social security numbers, dates hired, and amounts deducted. The total remittances are to be made not later than twenty (20) days after the last day of the month for which deductions were made. The Union shall advise the Company of the amount of initiation fees and dues and the manner in which they shall be deducted. The amount so withheld, less any amounts due to any improper withholding, shall be reported and paid to the

Union monthly.

**Section 4.** The Union agrees to indemnify and hold the Company harmless against any claim, suits, judgments or liabilities of any sort whatsoever arising out of the Company's compliance with the provisions of the Union Security and Membership Article.

**Section 5.** Payment for membership dues shall not be required as a condition of employment during period of permanent transfer to a classification not covered by this Agreement.

**Section 6.** In the event of termination of employment, there shall be no obligation upon the Company to collect dues until all other deductions have been made.

**Section 7.** The Company will make available to the Union a list of newly hired and terminated employees covered by this Agreement. Such list will be prepared twice a year — on November 1 and March 1st — and will show the name, address, job classification, and hire or termination date of such employees who were hired or terminated since the prior list was prepared.

### ARTICLE 3 - MANAGEMENT RIGHTS

**Section 1** The management of the business and the direction of the employees, including the right to hire, discipline for just cause, promote, demote, transfer, and the right to lay off employees because of lack of work or for other legitimate reasons, is vested exclusively in the Company, subject to the relevant provisions of the Agreement. The establishment or modification of operating standards, reasonable work rules, quality of production and workmanship, methods and schedules of operations, assignments of work, assignments of routes and any written description of work to be accomplished on each job is reserved for the Company. In the event of change of equipment or decrease in the volume of the work to be done the Company shall have the right to reduce the working force if, in the sole judgment of the Company, such reduction of force is required, and nothing in this Agreement shall be construed to limit or in any way restrict the right of the Company to adopt, install, or operate any new or improved equipment or methods of operation. Nothing contained in this Agreement shall be intended or construed as a waiver of any of the usual inherent and fundamental rights of management, and these rights are hereby expressly reserved to the Company.

### ARTICLE 4 - DISCIPLINE OF EMPLOYEES

**Section 1.** No employee shall be disciplined without just cause, except for probationary employees who may be terminated for non-discriminatory reasons in the sole discretion of the Company without recourse to the grievance procedure.

**Section 2.** All notices of discharge shall be given in writing to the employee by the Company. Upon demand by the Union, the Company shall furnish the employee with a written statement of the reasons for said discharge. The Union will be notified when any employee is being terminated.

**Section 3.** The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Company will ordinarily administer progressive discipline as follows:

- a. First written warning.
- b. Second written warning.
- c. A final warning and disciplinary suspension of up to five unpaid scheduled work days.
- d. Discharge.

The Company recognizes that an associate is entitled to Union representation (Shop Steward) during any of the above steps.

**Section 4.** The progressive disciplinary steps described in Section 3 may be omitted depending upon the severity of the offense. In addition, employees may be subject to summary discharge in cases of serious misconduct.

**Section 5.** In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than eighteen (18) months (excluding July and August) prior to the current disciplinary action.

#### **ARTICLE 5 - EMPLOYEE DEFINITIONS**

**Section 1.** Probationary employees are newly hired employees who have not worked more than sixty (60) work days for the Company. Such employees may be terminated for nondiscriminatory reasons in the sole discretion of the Company without recourse to the grievance and arbitration procedure.

**Section 2.** A full time employee is an employee who regularly works thirty (30) hours or more per week and has successfully completed the above-stated probationary period.

**Section 3.** A part-time employee covered by this Agreement is one who regularly works twelve (12) or more hours and less than thirty (30) hours a week and has completed the above stated probationary period.

**Section 4.** A substitute employee is one who takes the place of a regular, full-time or regular part-time employee and who has been placed on the substitute list. A substitute employee is excluded from the terms and conditions of this Agreement.

A substitute employee may be employed on a regular basis at locations that the Company designates as a new food service location established on a "trial basis". The Union will be notified in advance of the "trial basis" location, and the length of time of the trial that will be longer than one hundred twenty (120) days. If the Company decides subsequently that this location will be established as a permanent location, then the position will be placed up for bid.

#### **ARTICLE 6 - NON-DISCRIMINATION**

**Section 1.** The Employer agrees that it will not discriminate against or harass any of the Employer's employees because of the employee's union activity, race, color, religion, sex, sexual orientation, age, national origin, disability, veteran status or any other personal characteristic that is protected by applicable law.

It is also understood that each bargaining unit member is also obligated not to discriminate, harass, or retaliate based on any of the protected characteristics described above against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises during the course of the employee's workday.

**Section 2.** Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex, but shall apply to members of either sex.

**Section 3.** Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation, subject to the terms of the Act. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future, subject to the terms of the Act.

## **ARTICLE 7 – SENIORITY**

**Section 1.** Seniority shall be defined as the length of continuous employment as bargaining unit employees with the company except those employees who were previously employed by Sodexo will be granted their original seniority date for the purpose of bidding on job openings, layoff and recall.

The onus shall be on the union to provide the employer the appropriate seniority date for each employee. The employer's reliance on the district seniority date subsequently provided shall not be subject to the grievance procedure.

**Section 2.** Seniority shall be broken by:

- a. Voluntary quit;
- b. Discharge for cause;
- c. Failure to return to work in accordance with the terms of an approved leave of absence;
- d. Layoff for a period of twelve (12) consecutive months.
- e. No call, no show for two or more work days, unless unforeseen circumstances.

**Section 3.** At the time of a layoff, the employee with the least amount of bargaining unit seniority shall be the first laid off, providing that employees retained are qualified and can satisfactorily perform the available work. The Company will notify the Union Business Representative and shop steward of any intended lay-off two (2) weeks prior to the layoff if possible. Recalls shall be by seniority throughout the bargaining unit within job classification.

**Section 4.** The Company shall supply the Union with a seniority list detailing name, date of hire, job classification, home address, and wages of each bargaining unit employee on a semiannual basis.

**Section 5.** The Company agrees to post for five (5) working days at each school location notice of any job opening or vacancy. All employees may bid on such openings or vacancies. The employee with the greatest length of service will receive first consideration for promotion or transfer within the bargaining unit provided that the employee has the job qualifications to fill the position. Selected employees for a higher-rated classification (promotion) will be required to serve a training/trial period of five (5) working days. During this training they will be evaluated on their performance. If they are evaluated successfully, they will be officially promoted and their rate will be increased retroactive to the date of promotion. At any time during the training trial period, if an employee is determined to be unsuccessful or so chooses, they will be returned to their former job and grade and will be paid their previous rate plus any applicable increases provided for elsewhere in this agreement.

All employees making a lateral move from one school to another shall not be subject to the training/trial period and will be permanently assigned to their new position within three (3) working days upon being awarded the position as a result of being the successful bidder.

If there are no timely qualified bidders, the Company may hire outside the bargaining unit. The Company will determine qualifications for all applicants. Decisions regarding bargaining unit applicants may be reviewed through the grievance process.

**Section 6.** The Company agrees to furnish each employee a current copy of his/her job description. Upon request, the Company agrees to furnish the Union with copies of all current job descriptions.

## **ARTICLE 8 - HOURS OF WORK**

**Section 1.** The normal work week shall be Monday through Friday. A normal day is any day when students are in session and/or the school requests meals to be served.

**Section 2.** Overtime (time and one-half) will be paid for all hours worked in excess of forty (40) hours.

**Section 3:** An employee shall also be paid overtime (time and one-half) for all hours worked after their regularly scheduled working hours if such work is a result of having at least a 2 hour break in between the regular hours and the start of the special function.

**Section 4.** On occasion, employees may be offered to work non-scheduled hours. It is the Company's intention to offer these additional hours equally to all interested employees by rotating seniority. Hours will be offered first to the most senior qualified employee in the affected building, then to the next senior qualified employee, etc. If an employee does not accept an offer of additional hours, they will fall to the bottom of the rotation schedule. Employees may request to be excluded from the rotation if they so desire. Such request should be made in writing to their immediate supervisor. An employee who has been removed from the list must request to be reinstated in the same manner.

If the Company's staffing needs are not met with employees from the affected building, then the work will be offered to the remaining qualified employees in the bargaining unit beginning with the most senior employees. If an insufficient number of qualified employees in the bargaining unit volunteer, then the least senior qualified employees in the bargaining unit will be required to work.



## ARTICLE 9 - WAGES, BREAKS, MEALS, PAYCHECKS

Section 1. Wages shall be paid in accordance with Wage Schedule "A" attached to this Agreement.

Section 2. The Company shall establish regular pay days and furnish to each employee on such pay days a wage statement showing the period of time covered, name of employee, straight time and overtime hours worked, total amount of wages paid and itemized deductions made there from. A similar statement will be given to the employee upon termination of employment.

Section 3. All payroll errors shall be corrected within the next pay period upon timely notice to the Company.

Section 4. In the event an employee is promoted to another classification, that employee shall receive the rate of pay for that classification or retain his/her present rate of pay; whichever is the greater of the two.

Section 5. In the event an employee is demoted due to poor work performance, that employee shall receive the rate of pay for the classification demoted to. If the employee is demoted for any other reason, that employee shall receive the same compensation of their current classification.

Section 6. Breaks will be scheduled as follows:

Less than four (4) hours on a shift - ~~no~~ break:

Four (4) to six (6) hours or more - ~~one~~ (1) fifteen (15) minute break per shift

Section 7. In the event an employee works in a higher rated job classification for a full days schedule or more, that employee shall be entitled to receive the contract rate for the higher classification or the difference between the employee's contract rate and the higher classification contract rate, whichever is higher.

Section 8. All employee paychecks shall be distributed in sealed envelopes.

Section 9. Employees are entitled to a lunch meal each working day.

Section 10. When school is closed due to a teachers' conference or other in-service days employees may use a sick day if one is available.

Section 11. If payday changes from Friday to another day, then the Company will give the Union and the employees as much notice as possible.

## ARTICLE 10- INCLEMENT AND EMERGENCY CLOSINGS

Section 1. The Company hereby agrees to pay two (2) hours pay at an employee's normal rate of pay, for any employee who reports for work when school is closed for any reason and the Company fails to notify any employee who reports for work when school is closed for any reason, provided the two (2) hours does not exceed the employee's normally scheduled hours. The Company will be considered to have notified employees not to report for work when the Company calls the designated Leads to inform them to begin making their calls to the employees in their "snow chain" at least one (1) hour in advance of employees' report to work time.

In the event of an early school closing all employees who have worked two (2) hours or less shall be paid two (2) hours pay that day. Any employee who works more than two (2) hours will be paid for the hours they actually work

## ARTICLE 11 - LEAVE OF ABSENCE

Section 1. Non-probationary employees shall be entitled to written leaves of absence without pay not to exceed six (6) months for the following reasons:

- a) Extended illness or injury of the employee which requires absence from work, documented by a physician, including pregnancy.
- b) Serious illness, injury, documented by a physician, or death in the employee's immediate family.
- c) Military service by the employee.

Section 2. Upon return to work from a leave of absence provided for in Section 1 above, the employee shall be restored to the job previously held, or to a comparable job with regard to work and rate of pay.

Section 3. The Company reserves the right to grant other leaves of absence without pay in its sole and absolute discretion. If other leaves of absence other than those provided for in Section 1 above are granted to the employee, the Company reserves the right to set other terms for said leave including, but not limited to, the duration of the leave and the right to return from said leave and the terms upon which the employee may resume work. Under no circumstances will an employee be granted leave to work at another job.

Section 4. An employee on a leave of absence for more than thirty (30) days must pay the full cost of his/her medical insurance to continue coverage during the leave of absence, except where the leave is covered under the Family Medical Leave Act.

Section 5. Holidays, personal days and sick days will not be earned or paid during a leave of absence.

Section 6. The Company agrees to grant leaves of absence for all Stewards to work for the Union. Seniority shall be retained during such leaves and such time collectively shall not exceed twelve (12) days off without pay during each contract year. Request for such leave requires a twenty-four (24) hour prior notice to the Stewards Supervisor and the authorization of the Local 153 Business Representative. Furthermore, such time shall not be used for any activity that is in any way related to Pomptonian.

**ARTICLE 12 - JURY DUTY**

**Section 1.** All non-probationary, full-time and part-time employees required to report for or serve jury duty on any scheduled work day shall be paid a day's pay at the regular hourly rate for each such day, up to a maximum of five (5) calendar days, less any compensation received by the employee for

jury service provided, however, that a day's pay for part-time employees shall be paid for the number of hours regularly scheduled for the employees on the day in question. This paragraph shall apply only to employees who are compelled to serve on a jury. If an employee has the option of indicating that he/she is not available for jury duty due to the nature of his/her employment, he/she must so indicate.

**ARTICLE 13 - BEREAVEMENT LEAVE**

**Section 1.** Non-probationary, full-time and part-time employees shall be paid up to five (5) working days, including the day of the funeral, for the attendance at the funeral of such employee's mother, father, spouse, domestic partner, and child. Non-probationary, full-time and part-time employees shall be paid up to three (3) working days, including the day of the funeral, for attendance at the funeral of such employee's brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchild.

In order to receive payment, an employee must have been scheduled to work on the days lost as a result of their request for bereavement leave. The Company may request that the employee provide proof of death and/or proof of the relationship.

**Section 2.** In order for the employee to receive the benefit provided in this Article, the employee and domestic partner must have met all of the following criteria: a) had declared they were each other's sole domestic partner and had a committed relationship that was at least six (6) months in duration and that was intended to be of indefinite duration; b) must not have been legally married to anyone else; c) must have been at least eighteen (18) years old; d) must not have been related by blood to a degree of closeness that would have prohibited legal marriage in the state in which they legally resided; e) must have resided together in the same residence and intended to do so indefinitely; and f) must have been jointly responsible for each other's common welfare and must have shared financial obligations.

**ARTICLE 14 - ABSENCE DUE TO ILLNESS**

**Section 1.** The intent of this provision is to compensate employees for absences caused only by genuine illness. In order to fix eligibility for such pay for absence due to illness, the Company may request certification by the attending physician before granting pay for absence due to illness for three (3) or more consecutive workdays.

**Section 2.** All eligible full-time and part-time employees hired prior to September 1, 2015, (previous Sodexo employees) shall receive five (5) sick days with pay each year.

**Section 3.** All eligible full-time and part-time employees hired on or after September 1, 2015, must complete one (1) full year to be eligible for pay for absence due to illness. When eligible, employees will be entitled to sick days as follows:

|   |                |
|---|----------------|
| After one (1) full year of service -    | three (3) days |
| After three (3) full years of service - | four (4) days  |
| After five (5) full years of service -  | five (5) days  |

**Section 4.** All eligible full-time and part-time employees shall accrue one paid sick day every two months.

**Section 3.** Sick days are non-cumulative; however the Company shall provide payment for all unused earned sick days per employee at the end of each school year.

#### **ARTICLE 15 - LIFE INSURANCE**

**Section 1. Life Insurance.** The Employer shall provide Free Basic Life Insurance in accordance with the Standard Benefits Plans, the benefit amount which is currently \$10,000. As provided in the Standard benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of the coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

#### **ARTICLE 16 - HOLIDAYS**

**Section 1.** Non-probationary, full-time and part-time employees hired prior to September 1, 2015, (previous Sodexo employees) shall be entitled to payment, based upon hours normally worked per day, provided the employee works the immediately scheduled shift both before and after said holidays, (unless the employee has received prior approval from the Company to take a personal day without pay on either the day before or the day after the holiday, and such approval shall not be unreasonably withheld) if scheduled to work, for the following holidays:

Thanksgiving Day  
Thanksgiving Friday  
New Year's Day  
Good Friday  
Memorial Day

**Section 2.** Non-probationary, full-time and part-time employees hired prior to September 1, 2015, (previous Sodexo employees) shall receive a 6<sup>th</sup> holiday with pay during the 2017-2018 school year. The 6<sup>th</sup> holiday shall be determined prior to that calendar year.

**Section 3.** Non-probationary, full-time and part-time employees hired on or after September 1, 2015, shall be entitled to payment for holidays as follows:

|   |                |
|---|----------------|
| After one (1) full year of service -    | three (3) days |
| After three (3) full years of service - | four (4) days  |
| After five (5) full years of service -  | six (6) days   |

**Section 4.** All employees collectively shall have the option to exchange a holiday set forth herein in this agreement for an alternative day according to the school schedule.

## ARTICLE 17 – UNIFORMS

**Section 1.** The Company will provide four (4) shirts, two (2) aprons and one (1) visor or cap per school year for all non-probationary full and part-time employees.

**Section 2.** Effective September 1, 2015, and each September 1st thereafter, the Company will provide a thirty-five dollar (\$35.00) credit to each employee towards the purchase of safety shoes from the Company's approved vendors.

## ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

**Section 1.** A grievance is defined as a claim or dispute by the Company or employee or the Union concerning the interpretation or the application of this Agreement or of any local addendum hereto.

Grievances to be presented to impartial arbitration shall be limited to the application or interpretation of this written Agreement. A grievance, to be considered under this procedure must be initiated by the Union within ten (10) calendar days from the time when the employees knew or should have known of its occurrence.

### **Section 2. Procedures.**

- a. Failure at any step of this procedure to advance a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- b. It is understood that employees shall continue to observe all assignments and applicable rules and regulations of the Company until such grievance has been fully determined.
  - c. At all stages of this procedure, copies of responses will be forwarded simultaneously to the Union.
  - d. Any employee or group and its representative who have a grievance shall discuss it first with the General Manager in an attempt to resolve the matter informally at that level.
  - e. If the grievance is not settled satisfactorily in three (3) work days it shall be reduced to writing specifying:
    1. Nature of the grievance
    2. Articles of the contract violated
    3. Resolution sought
  - f. The written grievance shall be discussed by the Union Steward and the General Manager. The General Manager shall communicate his/her decision to the Union Steward and the employee in writing within three (3) work days of the written grievance.
  - g. The Union, no later than three (3) work days after receipt of the General Manager's decision, may appeal the General Manager's decision to the Company's District

Manager or his/her designee, in writing, by reciting the matter submitted to the General Manager as specified above.

- h. The Company District Manager and the Union Business Representative shall schedule a mutually agreed time to meet and discuss the grievance and attempt to resolve the matter as quickly as possible, but within the period not to exceed fifteen (15) work days unless mutually agreed otherwise in writing. The Company District Manager shall communicate his/her decision in writing to the employee and the Union.
- i. If no agreement is reached through this process, the matter may be submitted to impartial arbitration under the rules of the Federal Mediation and Conciliation Service if, in the judgment of the Union, the grievance has merit. Only those matters involving interpretation of this Agreement and alleged violation of its terms shall be subject to arbitration. The costs of arbitration shall be borne equally by the Company and the Union.
- J. The decision of the Arbitrator shall be final and binding on the Company, the Union and the employee or employees involved. It is understood that the Arbitrator shall not have any authority or power to in any way modify, change, restrict, or extend any of the terms of this Agreement.

#### **ARTICLE 19 - NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees that the Union and the members of the Union shall not authorize, encourage, cause, engage in sanction or assist in any work stoppage, strike or slowdown of operations during the term of this Agreement.

**Section 2.** The Company agrees that there shall be no lockout during the term of this Agreement.

**Section 3.** The Company reserves the right to immediately discharge or otherwise discipline any employee taking part in any violation of this provision of the Agreement. No other provisions of this Agreement shall affect the Company's right to discharge employees who violate this Article.

#### **ARTICLE 20 - MISCELLANEOUS**

**Section 1.** The Company shall discuss grievances only with duly elected officers or selected stewards designated by the Union, if the aggrieved employee desires such union representation.

**Section 2.** The Business Representative for the Union or the Union's designee shall have admission to all properties covered by this Agreement to discharge his duties as representative of the Union; provided, however, this privilege will not be abused. If union business should occur during business hours, those involved shall be given time without penalty to settle business matters pertaining to the Company or the Union. The Business Representative must obtain permission from the General Manager and conduct himself/herself in conformity with School District rules and regulations pertaining to visitation rights.

**Section 3.** If any provision of this Agreement is subsequently declared by the legislative or judicial or court competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

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and the parties agree immediately to negotiate for the invalidation portion thereof.

**Section 4.** All full time and part time employees shall receive 5 days paid for June 2015 only.

**Section 5.** All full time and part time employees shall be entitled to a bonus pool for each year for the life of the contract. The bonus pool will be determined and paid at the end of each school year. The bonus pool calculation shall be attached herein as Schedule "B".

#### **ARTICLE 21 - SUCCESSORSHIP**

**Section 1.** This Agreement shall become effective from the date of being written and agreed upon by both parties and shall remain operating and binding upon the parties, hereto, their heirs, successors, assignees, administrators, concessionaires and others. If for any reason the Company shall change its name or status or the Union shall change its name or status, it is agreed that such changes shall in no manner modify or affect the binding obligations of this Agreement.

#### **ARTICLE 22 - MODIFICATION OF AGREEMENT**

**Section 1.** This Agreement constitutes the entire agreement between Pomptonian and the Union and supersedes and replaces any and all obligations and agreements, whether written or oral, or expressed or implied between or concerning the parties hereto. Any amendment, modification, or addition must be reduced to writing and duly executed by the parties to be effective.

#### **ARTICLE 23 - LABOR MANAGEMENT COMMITTEE**

**Section 1.**

A labor-management liaison committee shall be established consisting of one (1) representative from each school, the Chief Steward, a Union business representative and a representative of the Company. Meeting dates, time and place will be set by mutual agreement between the Company representative and the Union business representative.

**Section 2.** The labor-management liaison committee shall exist for the purpose of improving communications between the Company and the Union and it shall not, in any way, be considered or construed as a replacement for any or all of the grievance and arbitration procedures set forth in Article 20 of this Agreement or as a forum for collective bargaining.

#### **ARTICLE 24 - POMPTONIAN 401(k) SAVINGS PLAN**

**Section 1.** Eligible employees may participate in the Company sponsored 401 (k) Plan.

(This space is intentionally left blank).

**ARTICLE 25-TERM OF AGREEMENT**

Section 1. This Agreement shall become effective September 1, 2018, and shall continue in full force and effect through August 31, 2023 and shall renew itself each successive September 1<sup>st</sup> thereafter, unless written notice of an intended change is served in accordance with the Labor Management Relations Act, as amended, by either party hereto at least sixty (60) days but not more than ninety (90) days prior to the termination date of the contract.

SIGNED ON BEHALF OF:

SIGNED ON BEHALF OF:

Pomptonian Inc. at  
Freehold Regional High School District  
Englishtown, NJ

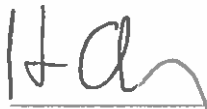
Office and Professional Employees  
International Union, Local 153, AFL-CIO



Mark Vidovich  
President



Myra Hepburn  
Secretary-Treasurer



Howard Grinberg  
Vice President of Operations



John Edmonds  
Assistant Business Manager



## SCHEDULE "A" - WAGES

### Section 1. Classifications:

The contract hourly rates of pay shall be as follows:

|                | Effective | Effective | Effective | Effective | Effective |
|----------------|-----------|-----------|-----------|-----------|-----------|
| Classification | 9-1-18    | 9-1-19    | 9-1-20    | 9-1-21    | 9-1-22    |
| Cook           | \$15.66   | \$15.97   | \$16.29   | \$16.62   | \$16.95   |
| Assistant Cook | \$15.36   | \$15.67   | \$15.98   | \$16.30   | \$16.62   |

### Section 2. New Hire Wages: Newly-hired employees shall receive the new hire wage rates as follows:

Food Service Worker Classification

|                     | Effective | Effective | Effective | Effective | Effective |
|---------------------|-----------|-----------|-----------|-----------|-----------|
| Classification      | 9-1-18    | 9-1-19    | 9-1-20    | 9-1-21    | 9-1-22    |
| Food Service Worker | \$10.73   | \$10.73   | \$11.00   | \$12.00   | \$13.00   |

NOTE: This is a flat rate increase. No wage % is added to this rate as discussed.

### Section 3. Existing Employees:

| Classification: | Effective | Effective | Effective | Effective | Effective |
|-----------------|-----------|-----------|-----------|-----------|-----------|
|                 | 9-1-18    | 9-1-19    | 9-1-20    | 9-1-21    | 9-1-22    |
| Food Service    | 2.00%     | 2.00%     | 2.00%     | 2.00%     | 2.00%     |

In the event, in any year, the New Jersey minimum wage rate of pay is greater than the 2% wage increase above, affected employee(s) shall receive the higher increase in pay.

## Schedule B:

### Bonus Program for Freehold Regional Hourly Staff

Criteria for establishing "Bonus Pool" for hourly staff:

By the staff participating in the efficient operation of the cafeteria, including maintaining strong sales and participation and ensuring the efficient use of food and labor, Pomptonian will have the ability to establish a bonus pool and deliver on the district's financial obligations.

Pomptonian would create a Bonus Pool of up to \$40,000 to be distributed to all employees, based on actual hours worked for that school year.

Resulting bottom line for client must be in excess of \$100,155. If not, Bonus Pool would be reduced to deliver the \$100,155 and remainder distributed to employees as described above.

Bonus would be paid in September, the following year, to employees that remain in good standing