

AGREEMENT

between the

VENTNOR SUPPORTIVE STAFF ASSOCIATION

and the

VENTNOR CITY BOARD OF EDUCATION

July 1, 2004 - June 30, 2005

and

July 1, 2005 – June 30 2008

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PREAMBLE

This AGREEMENT was entered into by and between the Board of Education of Ventnor City, New Jersey, (hereinafter called the Board), and the Ventnor Supportive Staff Association, (hereinafter called the Association). The Board and the Association, through their respective representatives, having heretofore met for the purpose of negotiations in accordance with the New Jersey Employer-Employee Relations Acts, have reached accord.

The Board and the Association agree as follows:

ARTICLE I
RECOGNITION

A. Unit

The Board hereby recognizes the Association and its designated agent as its exclusive bargaining representative for collective negotiations concerning grievances and the terms and conditions of employment for all Clerks, Aides, Transportation Persons, Librarian Assistants, Secretaries, Food Service Employees, Security Aides, Technology Aides and all other non-supervisory clerical, administrative, or service staff, under contract to the Board, but excluding the Teachers, Nurses, Playground/Lunch Aides, Principals and the Superintendent, all part-time professional personnel (Solicitor, Auditor, Doctor, etc.), all Board Office supervisory personnel (Business Manager, Office Manager, Food Services Coordinator, etc.), and the Superintendent's Secretary.

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

The administration shall have open discussions with the Association while creating new positions regarding terms and conditions of employment. However, terms and conditions of employment shall ultimately be determined solely by the Board of Education.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Successor Agreement

The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment and in accord with the time table established by the Public Employment Relations Commission (PERC). Every effort will be made to begin negotiations by December 15th of the year preceding expiration of this contract. Any agreement so negotiated shall apply to all employees, shall be reduced to writing, and shall be signed by the President of the Ventnor City Board of Education and the President of the Ventnor Supportive Staff Association.

B. Proposals

During the negotiations, the Board and Association representatives shall present relevant data, exchange points of view, and make proposals and counter proposals.

C. Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals in the course of negotiations. Any memoranda of agreement between the parties would be subject to ratification by the Board and the Association.

D. Association Privilege

The Board agrees not to negotiate with any organization other than the Association for the duration of negotiations with the exception of the Ventnor Education Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Statement of Policy

In keeping with the policy of the Board to serve the interests of all residents and taxpayers in the community, there is hereby adopted in a spirit of cooperation and mutual trust between the Board and its supportive staff, the following procedures in furtherance of such policy. No employee of the Board invoking these procedures shall be subject to any prejudicial or punitive action by reason of invoking such procedures.

B. Definitions

1. The term "grievance" as used herein, is defined as any question, problem, complaint, or appeal by an employee represented by this contract agreement, concerning the interpretation or application of this agreement or concerning Board Policy and/or administrative decisions not an integral part of the contract.
2. The term "employee" shall mean those represented by this contract agreement as stated in Article I, Section A.
3. The term "representative" shall mean any organization of which he or she is a member, or an individual designated by any employee as his or her spokesman, provided that the employee shall have designated such representative in writing and a copy of such authorization shall have been filed with the Board, and/or with the individual(s) conducting any hearing, prior to the holding of such hearing.

C. Grievance Procedure

The procedures, which will be followed by all employees and/or members of the Board, are detailed below. At any stage of the Grievance Procedure, either party shall have the right to summon and have present, witnesses on his/her behalf. The aggrieved employee shall have the right to be represented by legal counsel, and to have speak on his/her behalf his/her "representative" registered as such in the Board office. Forty-eight (48) hour written notification shall be given by either party to the other if such party will be represented by legal counsel. The Association shall provide such notice to the Board Secretary and the official at the level of the grievance. The Board shall provide such notification to the Association President and designated representative.

1. Level 1 - Principal/Immediate Supervisor

Any employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Associations designated representative, with the objective of resolving the matter informally. If the matter is not resolved, a written grievance shall be filed with said principal/supervisor within thirty (30) days of the occurrence of the grievance.

If the grievance is not satisfactorily resolved, said principal/ supervisor shall reduce his/her decision to writing within ten (10) school days of receipt of the written grievance and forward it to the employee and/or his/her representative.

If the grievance is not resolved at Level 1, or if no decision has been rendered within ten (10) school days, such grievance may be submitted in writing to the superintendent of schools no later than five (5) school days after receipt of decision or fifteen (15) school days after submission to Level 1 if no decision has been rendered.

2. Level 2 - Superintendent

The superintendent may hold a meeting among the aforementioned parties and shall render his written decision within ten (10) school days of receipt of the grievance. If the grievance is not resolved at Level 2, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the superintendent, the aggrieved may file the grievance, in writing, to the Board within five (5) school days after the decision at Level 2 or fifteen (15) school days after which the grievance was presented, whichever is sooner.

3. Level 3 - Board of Education

The Board shall render its written decision no later than three (3) days after the second (2nd) regularly scheduled Board meeting after receipt of the grievance. Should the grievant and/or the Association request in writing a hearing before the Board regarding such grievance, such request may or may not be granted at the sole discretion of the Board. If granted, such hearing will be held prior to the Board's decision. The Board's decision at this level shall be final for all grievances relating to Board policies and/or administrative decisions and such grievances shall not be submitted to Level 4 - Arbitration.

4. Level 4 - Arbitration

It is expressly understood by both parties that the only grievances which may be submitted to arbitration are those grievances concerning the interpretation or application of the terms and conditions of employment as stated in this Agreement.

Within ten (10) school days after the Board has rendered its written decision, a notice of submission to arbitration shall occur. The Board and the Association shall attempt then to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days after notice of submission to arbitration, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association, and shall be final and binding on the parties.

If the aggrieved does not take action within the time frames set in each level, the grievance shall be deemed to have been resolved.

D. Law

1. Nothing contained in this Grievance Article shall be deemed to require any employee covered by this Agreement to become a member of the Association.
2. Whenever any requirements of the State Department of Education, or of any law enacted by the Legislature of the State of New Jersey provide for any additional procedures not herein set forth, then such additional procedures may be invoked by an aggrieved employee notwithstanding that they have not been set forth herein.
3. Whenever the provisions of this Agreement are contrary to the requirements of the State Department of Education or of any enactment by the Legislature of New Jersey, then such requirements shall be deemed to supersede this Agreement, and such requirements shall be substituted in place of the provisions set forth herein.

E. Costs

Any costs incurred by the parties shall be paid by the parties incurring same.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right to organize without restraint, to join, and to support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not discourage, directly or indirectly, or deprive or coerce any employee in the enjoyment of any rights conferred by the laws or the Constitution of the State of New Jersey and of the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall be subject, at the option of the employee, to the grievance procedure. It is expressly understood by the parties that the above sentences of this section are not applicable to a non-renewal of an employee's yearly contract during an employee's probationary period as stated in Article XVII, Section E.

ARTICLE V

ASSOCIATION'S RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information in the public domain concerning the physical and financial resources of the district. Such requests will be made in writing by the Association President at least five (5) work days prior to the need, and such material will be viewed in the Board Office during regular work hours.

B. Released Time for Meetings

If it is necessary for the Association President and/or his/her designee(s) to participate during working hours in negotiations, PERC proceedings or a grievance procedure, he/she shall request in writing such time as is required from the Superintendent of Schools. All legitimate requests will be approved and he/she/they shall suffer no loss in pay or benefits.

C. Use of School Buildings

The Association and its representatives may have the privilege of using the district's school buildings for meetings under the same criteria used for general public building usage. Approval shall be requested in writing from the Principal of the building to be used in advance of the time and place of all such meetings. The Association's "after school" meetings may be conducted between 4:00 and 6:00 p.m. in a particular school building, with permission from the building principal.

D. Use and Care of Equipment

The Association may have the privilege of using school facilities and equipment, including typewriters, mimeograph machines and other duplicating equipment, calculators, and/or audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Approval shall be requested from the principal of the building in advance of the time of use. A copy of the material to be duplicated shall be submitted to the building principal for approval. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result of this use. The Association agrees that only those persons who are knowledgeable in the operation of said equipment shall have access to it and that no equipment is to be removed from the building.

E. Bulletin Boards

The Association shall have, in each school building, the privilege of using one existing bulletin board as agreed to by the Association and building principal. Copies of all materials to be posted shall be given to the building principal for approval prior to posting.

F. Mail Facilities and Mail Boxes

The Association shall have the privilege of using the inter-school mail facilities and school mail boxes as deemed necessary with the approval of the building principals.

G. Use of Telephones

The Board agrees to allow the Association the use of district telephones. Any expense incurred for long distance calls will be borne by the Association.

ARTICLE VI

EMPLOYMENT

A. Individual Contract

Each employee of the Board shall receive a supplemental written contract stating as a minimum: his/her anticipated work assignment, base salary consideration, collateral duties, and special considerations.

B. Job Description

Each employee shall receive one (1) copy of a written job description upon his/her employment or when the content of same is changed, referred to in the supplemental written contract, signed and dated by his/her present immediate supervisor.

C. Acknowledgments

Each employee will sign, date and return all four (4) copies of his/her contract. Each employee will sign, date and return one (1) copy of his/her job description acknowledging the duties set forth therein. The employee's copy of his/her contract and job description will be returned when signed by the Board Secretary and President of the Board.

D. Re-employment

Each employee covered under this Agreement, who is to be rehired for the coming year, will receive his/her contract by May 15th. He/she must return it to the Board Office no later than June 1st. Failure to sign and return the contract or to notify the Board Secretary, in writing, of the circumstances for the failure to return either document, shall indicate that the employee is not satisfied with the terms therein and will be considered a resignation effective June 30th of the contract year.

E. Non-Tenure Employee Reductions

Non-tenure employees not intended for rehire in the coming year will receive a written notice by May 15th stating this fact.

F. Resignations

An employee who is resigning from his/her position shall give thirty (30) days written notice.

ARTICLE VII
COMPENSATION

A. Salaries

1. Salary Schedules

The salary of each job classification covered by this Agreement is set forth in Schedule A for the 2004-2005, 2005-2006, 2006-2007 and 2007-2008 school years which schedule is annexed hereto and made a part hereof. All figures in the aforementioned Salary Schedule represent the gross pay for employees at their levels on the guide. Names of employees will be reflected on a separate sheet for reference to and use by the parties.

2. Placement on Salary Schedule

Each employee shall be placed on the proper step of the salary schedule as of July 1st, for twelve (12) month employees and September 1st for ten (10) month employees. In order to be considered for a salary increment, an employee must be employed for more than six (6) months for twelve(12) month employees and more than five (5) months for ten (10) month employees.

3. Method of Payment

Support staff will be paid on the 15th and 31st of each month. If either day falls on a Saturday, Sunday, or holiday, the payment will be made the Friday before the 15th or 31st. If the work month ends prior to the 31st, employees will be paid on the last workday of the month.

B. Longevity

1. In addition to the base salary schedule, longevity pay will be given as specified below:

Beginning the 10th year of Ventnor service, the total per year is \$1,100.00.
Beginning the 15th year of Ventnor service, the total per year is \$1,550.00.
Beginning the 20th year of Ventnor service, the total per year is \$1,650.00
Beginning the 25th year of Ventnor service, the total per year is \$2,050.00.

C. Collateral Responsibilities

Collateral responsibilities shall be set forth in Addendum #1, annexed hereto and made a part hereof.

D. College Credit

Supportive staff employees will receive \$75.00 for each nine (9) college credits completed and which are related to their jobs and which are approved by the Superintendent.

E. Transportation Coordinator

Any employee acting as Transportation Coordinator shall be compensated \$2,625.00 per year. Such position shall be posted and interviews conducted. It is understood that this position is subject to approval by the Board of Education.

F. Right to Know Designee

Any employee who is designated by the district as the "Right to Know" designee, shall receive a stipend of \$1,000.00 per year to compensate him/her for the related work which is performed outside of the employee's regular work hours. This stipend is in lieu of any claim to overtime to complete the Right to Know activities.

G. Elementary Office Personnel Addressing Transportation issues

Any employee working beyond their work day shall be compensated overtime pay for actual hours worked rounded up to the quarter hour.

H. Food Services Employees

Food services employees shall be compensated a flat fee of \$60.00 for special events work for the duration of the contract.

Food services employees shall be provided with two smocks each year for the duration of the contract.

ARTICLE VIII

DEDUCTIONS FROM SALARY

A. Association Dues

The Board agrees to deduct from the salaries of its employees dues for the National Education Association, the New Jersey Education Association, the Atlantic County Council of Education Associations and the Ventnor Supportive Staff Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with the Laws of the State of New Jersey and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated, in writing, by the Ventnor Supportive Staff Association, by the 15th of each month following the monthly pay period in which deductions were made. Upon transmittal of said funds to the individual designated, the Board is relieved of any responsibility for the proper application of said funds, and it is specifically agreed that the individual designated by the Ventnor Support Staff Association is the agent of the individual employee and not of the Board. The person designated shall disburse such monies to the appropriate Association or Associations.

B. Employee Authorization

Employee authorization shall be in writing in the form set forth by the Board.

C. Rate of Association Dues

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

D. Discontinuance of Deductions

Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate Association.

E. Summer Reserve Plan

The Board agrees to establish a Savings Plan through payroll deduction with an accredited institution; however, said selection must be in conjunction with that institution chosen by the Ventnor City Education Association for purposes of continuity of Plan. Employees electing to use the summer reserve system may do so upon written request, indicating the amount to be deducted from each pay and the date on which they want to receive their "reserve". Twelve (12) month employees will be able to deduct money from their pays during the period September through June of each year.

F. Direct Deposit of Checks

The Board agrees to establish a procedure for direct deposit of payroll checks. The mechanics of the plan will be mutually agreed upon by both parties.

ARTICLE IX

REPRESENTATION FEE - AGENCY SHOP

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will then deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. ten (10) days after receipt of the aforesaid list by the Board; or
- b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee, who is required to pay a representation fee, terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or-about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and the dates of employment for all such employees.

ARTICLE X

WORK YEAR

A. 10 Month Employees

1. The work year for ten (10) month employees shall be between the dates of September 1 and June 30. Employees will not be required to work during the school year when the certified staff is not present.
2. All 10 month employees shall work the 5 days immediately after the student school year has ended. Any change in this schedule will be by mutual agreement between the individual and the Supervisor.
3. It is understood that bus drivers will work in June until their runs are completed.

B. 12 Month Employees

1. The work year for twelve (12) month employees shall be from July 1st through June 30th, subject to the holidays as listed below. All twelve (12) month employees shall be entitled to the following holidays, with pay:

Independence Day
Labor Day (1st Monday in September)
Rosh Hashanah (if school is closed)
Yom Kippur (if school is closed)
Columbus Day
General Election Day (1st Tuesday of November)
Veterans' Day
Thanksgiving Day (4th Thursday of November)
Day after Thanksgiving (4th Friday of November).
December 24th
December 25th - Christmas Day
December 31st
January 1st - New Year's Day
Martin Luther King Day (3rd Monday in January)
Lincoln's Birthday
Presidents' Day
Good Friday
Easter Monday
Memorial Day (4th Monday in May)

2. Twelve (12) month employees are entitled to two additional holidays during the Christmas (Winter) Break. Custodians /Cleaners who are required to work and will receive compensatory days to be used during the remainder of the year.
3. If a holiday should fall on a Saturday or Sunday, each employee shall receive one (1) compensatory day for each holiday either on the Friday preceding or the Monday

following said holiday, as determined by the administration. If this is not possible due to school being in session or an emergency situation as determined by the Superintendent, each employee shall receive one (1) day additional pay as compensation for the holiday.

C. Bus Drivers

1. On days when the Atlantic City High School is open and the VECC is closed, drivers will not be compensated over and above their regular pay for high school runs conducted according to the following schedule:

2004-05	Additional compensation provided
2005-06	No additional compensation for one day
2006-07	No additional compensation for one day (total 2 days)
2007-08	No additional compensation for one day (total 3 days)

2. Bus drivers hired after July 1, 2005 will not be compensated additional pay for such high school runs for 5 days beyond the student school year.
3. Bus drivers employed by the Ventnor Board of Education as of July 1, 2004 are grandfathered with regards to C. 2 above.

ARTICLE XI

WORK DAY

A. Hours

1. Secretaries, Aides, Library Assistants, and other Employees not Enumerated Below:
 - a. The employee's work day shall not exceed eight (8) hours per day, inclusive of a lunch period of sixty (60) minutes. No regular work will be required before 8:00 a.m. or after 4:30 p.m.
 - b. On the half-days prior to the Thanksgiving, Winter and Spring breaks, library aides and the attendance officer may leave after the students are dismissed. Secretaries may leave as soon as all buses are cleared.
2. Transportation Persons
 - a. The employee's work day shall not exceed eight (8) hours per day, inclusive of a lunch period of sixty (60) minutes. No regular work shall be required before 6:30 a.m. or after 4:30 p.m.
 - b. All bus drivers shall have the right to bid on the runs for the upcoming school year prior to the beginning of said school year. Such runs shall be assigned based upon the employees' preference and seniority.
 - c. Drivers who are classified as "full-time drivers" during the 2000-2001 school year shall not suffer any reductions in their work hours for the remainder of their employment in the district.
 - d. Drivers shall be guaranteed to be paid a minimum of one (1) hour per extra-run or for the time actually worked, whichever is greater. Drivers will be paid a minimum of 2 hours for preparing bus routes.
3. Ten Month Employees
 - a. On scheduled half-days, ten (10) month employees may leave fifteen minutes after the last dismissal of students.
 - b. On full days, ten (10) month employees may leave upon completion of their 6.5 hr work day.
4. Instructional Aides / Library Aides

Instructional and Library Aides may be scheduled for playground / lunch duty by the Administration as long as student contact time does not increase from the 1997-98 school year

B. Overtime

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the employee's regular work day. Overtime shall start being computed for any time spent in excess of eight (8) hours, inclusive of lunch per day, and/or any time spent in excess of forty (40) hours inclusive of lunches per week, for all employees.

1. The overtime rate shall be one and one-half (1 1/2) times the hourly rate. Exceptions to this rule will be Sundays and Holidays.

2. Sunday Overtime

Any employee working on a Sunday shall receive two (2) times the employee's hourly rate, or, if a full day is worked, shall receive two days' pay.

3. Work on a Paid Holiday

Any employee working on a paid holiday shall receive additional compensation at the employee's straight time rate of pay for all hours worked. Holiday work shall be requested/required only in the event of emergency or if school is in session. Any hours-in excess of eight (8) shall be paid at the Sunday rate.

4. Overtime Assignments

In order to provide equal opportunities to all full and part-time bus drivers, overtime shall be offered based on seniority and rotating through the list of drivers willing to work overtime.

C. Overtime Approval

Every effort shall be made to reach mutual agreement of an overtime assignment, but the immediate supervisor reserves the right to order the employee to work overtime when, in the supervisor's judgment, the work is necessary.

D. Call-Back Time

1. An employee who is called into work at times other than his/her regularly scheduled work day or year shall be paid for a minimum of four (4) hours at straight time rate, or paid for the time actually worked at the appropriate overtime rate, whichever is greater.

2. This minimum time provision shall not be applicable if the time worked is contiguous to an employee's regular work schedule. Such time shall then be subject to the appropriate overtime rate.

E. Lunch Period

Each employee's eight (8) hour work day shall include a one (1) hour, non-work, uninterrupted lunch period and this lunch period shall be between the hours of 10:00 a.m. and 2:00 p.m.; however, the employee's supervisor reserves the right to designate which one hour period will be

the employee's lunch period between 10:00 a.m. and 2:00 p.m., because of working conditions on that particular day.

F. Summer Hours

Effective five days after the students' school year is over in June, twelve (12) month employees' work day will be six and one-half hours (6 1/2) per day, inclusive of a lunch period of sixty (60) minutes, between 8:30 a.m. and 3:00 p.m. Summer work schedule shall commence on the 6th work day after the student school year has ended.

ARTICLE XII

VACATIONS

Ten (10) month employees are not eligible for vacation. Twelve (12) month employees shall be eligible for vacation on the following basis:

A. Vacation Acquisition

1. All twelve (12) month employees shall be entitled to one (1) day for each month worked, amounting to twelve (12) work days' vacation, upon completion of their first year of employment.
2. Beginning the second contractual year through the sixth year, the employee is entitled to twelve (12) vacation days per year. Beginning the second year of employment, vacation days may be used in the year that they are earned and will be given as of the first day of the year. If the employee leaves the district and has utilized more vacation time that he/she was entitled to, he/she would be docked for the excess days from his/her last pay check.
3. Beginning the seventh contractual year through the fifteenth year, the employee is entitled to fifteen (15) vacation days per year.
4. Beginning the sixteenth contractual year and continuing for the rest of his/her employment, the employee is entitled to eighteen (18) vacation days per year.

B. Vacation Eligibility

Vacation eligibility as to the number of days of entitlement, shall be determined as of the first day of July of each year.

- C. The dates an employee wishes to take his/her vacation shall be scheduled to correlate with his/her desires, but shall be subject to the approval of his/her supervisor. Such approval shall not be denied except for good and sufficient reason.
- D. Supportive staff employees eligible for vacation may carry over vacation time into the next year, past June 30th, under the following conditions.
 1. No employee may carry over more than one-half the vacation time he/she earned the year before.
 2. Employees desiring to carry over unused vacation must ask for and receive the approval of their immediate supervisor and the Superintendent of Schools.
 3. Approval may not be denied except for good and sufficient reason.
 4. All "carried over" vacation time must be used during the next year.

- E. Vacation days may be used at the minimum rate of one-half day at a time.
- F. Vacation days desired when school is in session must be requested in writing at least two weeks in advance and must have the approval of the immediate supervisor.
- G. The Board Secretary shall provide each employee with a written accounting of his/her accumulated vacation time at the time the employee is given his contract and position description. Discrepancies must be resolved at this time.
- H. Upon severance of employment, an employee shall be compensated for any unused vacation time at the employee's per diem rate of pay at the time of severance. Employees shall not be required to utilize their vacation time prior to the date of severance.

ARTICLE XIII

SICK LEAVE

- A. Employees covered by this Agreement shall be entitled to one (1) sick day per month of employment.
1. Twelve (12) month employees shall be entitled to twelve (12) sick days per contract year, which may be accumulated during the contract year and from year to year, with no maximum limit.
 2. Ten (10) month employees shall be entitled to ten sick days per contract year, which may be accumulated during the contract year and from year to year, with no maximum limit.
 3. The Board Secretary shall provide each employee with a written accounting of his/her accumulated sick leave by September 30th of the contract year. Discrepancies must be resolved within thirty (30) days.
- B. Compensation for unused sick leave will be paid for at retirement only under the following conditions:
1. Employees who have worked in the Ventnor City Public Schools 1-12 years will receive one-third (1/3) of their daily wage times the number of sick days accrued.

Employees with 13 years or more service in the Ventnor City Public Schools will receive two-thirds (2/3) of their daily wage times the number of sick days accrued.
 2. There will be no compensation paid unless the employee is on the payroll the contract year the retirement or disability terminates the tenure. Compensation for unused sick leave is not retroactive for previously retired employees nor payable after June 30th of the next contract year.
 3. The employee will advise the Board of his/her intention to retire by November 30th of said year, or six full months prior to the retirement date if it precedes June 30th.
 4. Employees may select one of the following options for payment of such compensation:
 - a. Lump sum payment of the full amount due at the time of retirement, payable within thirty (30) days of the retirement date.
 - b. Full payment shall be deferred until January 2nd of the calendar year immediately following the year of retirement.
 - c. Compensation may be divided into two (2) equal payments with the first payment of 50% being given at the time of retirement and the remaining 50% being given on January 2nd of the year following the year of retirement.

5. Upon the death of an employee who would have been eligible for compensation for unused sick leave on retirement, such monies shall be given to the employees' estate.

C. Compensation for unused sick leave for all employees hired after June 30, 1993, will be paid for at retirement only under the following conditions:

1. After fifteen (15) years of service with the Ventnor City Board of Education, an employee, at retirement, will be compensated for one-fourth (1/4) of the total days unused sick leave at \$40.00 per day, up to a maximum of 100 days.

2. After twenty (20) years of service with the Ventnor City Board of Education, an employee, at retirement, will be compensated for one-half (1/2) of the total days unused sick leave at \$50.00 per day, up to a maximum of 150 days.

3. After twenty-five (25) years of service with the Ventnor City Board of Education, an employee, at retirement, will be compensated for three-fourths (3/4) of the total days of unused sick leave at \$60.00 per day, up to a maximum of 200 days.

D. Perfect Attendance

1. Definition: Perfect attendance is defined as being present for all work days, excluding days for which permission has been granted for personal, death in the family, school business and/or vacation days.

2. Compensation

a. 12 month employee:
perfect - \$400.00;
one (1) day absent - \$200.00

b. 10 month employee:
perfect - \$325.00;
one (1) day absent - \$150.00

3. Part-Time Employees – Compensation for part time employees shall be the pro-rated percentage based upon the employee's number of work hours divided by thirty-five (35).

E. An employee having his employment severed by reason of privatization shall be compensated for all unused sick leave at the employee's per diem rate of pay at the time of severance.

ARTICLE XIV

ADDITIONAL LEAVES OF ABSENCE

Employees covered under this Agreement shall be entitled to the following additional non-accumulated leaves of absence, with full pay, each school year:

A. Personal Leave

1. An eligible employee shall be granted up-to three (3) days per year for personal business (that which cannot be completed outside of school hours, such as, but not limited to, legal requirements, house closing, marriage of relative or close friend), with the approval of the building principal and Superintendent of Schools, or in their absences, their respective designees.
2. Unused personal days will be added to accumulated sick leave.
3. Permission will not be granted for "personal business" days to lengthen scheduled school holidays.
4. Requests for leave must be made to immediate supervisor at least five (5) days prior to the date requested to be away from work.
5. Such requests must state the reason for which the personal leave will be used.
6. A fourth personal business day may be borrowed by a tenured employee (or one with more than three (3) years of service) from the immediate succeeding year. This will be designated as a special request on the Personal Day form.
7. Emergency personal day leave may be given verbally by the Principal or Superintendent of Schools if requested prior to the need. A written request must be completed by the employee upon his/her return to work.
8. Under unusual circumstances, and at the discretion of the Superintendent, a personal day may be approved "after the fact". A written request must be completed by the employee upon his/her return.

B. Death

In the event of the death of an employee's spouse, mother, father, brother, sister or child, up to five (5) days, and for son- or daughter-in-law, grandparent or grandchild, or any other member of the immediate household who has established legal residence in same, three (3) days of leave per occurrence will be granted, not chargeable to either the employee's. personal or, where applicable, vacation time entitlement. Such days must be used within twenty (20) days of the day of death.

C. Family Illness

In the event of the illness of an employee's spouse, child, son-or daughter-in-law, parent, grandparent or grandchild, or any member of the immediate household, up to three (3) days of leave per year will be granted, not chargeable to either the employee's personal, or where applicable, vacation leave entitlement.

D. Professional Leave

1. Two (2) employees, other than secretaries who are entitled to attend by Statute, will be permitted to attend the NJEA Convention. They will be selected by the President of the Association.
2. Aides, Paraprofessionals, Secretaries, Clerks and Food Service employees are granted one professional day per year as approved by the Superintendent.

E. Extended Personal Leave

1. An extended leave for personal reasons, without pay, shall be granted to one (1) employee per year, provided application is made in writing by May 1st of the year prior to the beginning of such leave. Such leaves shall be for a period of one (1) school year (September 1st through June 30th). Employees granted this leave will not be considered again for this same leave.
2. To be eligible for such leave, an employee must have been employed for at least seven (7) consecutive years (inclusive of any Board approved leave) in the Ventnor schools.
3. In the event more than two employees request such leave, extended personal leave shall be granted based upon total length of service.
4. Extended personal leave shall be granted for the following reasons:
 - a. Engaging in activities of the Association or its affiliates.
 - b. Educational purposes.
 - c. Other valid purposes.
5. The employee on leave shall not be entitled to any benefits provided by this Agreement except as expressly provided by this Article and by law.
6. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits towards any other leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to a position within his/her area of certification. Credit for advancement on the guide shall not be earned while the employee is on leave.
7. The employee granted this leave must advise the Board of his/her intention to return for the next school year by March 1st of the year in which the leave occurs.

F. Good Cause

Other leaves of absence, not to exceed two (2) days, may be granted by the Superintendent of Schools for good cause. It is understood that these days are in addition to those stated above and are without pay.

ARTICLE XV

INSURANCE PROTECTION

A. Health Benefits

The Board agrees to pay all costs for each employee for complete coverage (single, husband, wife, parent, child, or family) which will be equal to or better than the levels of benefits and coverages provided as of June 30, 2001. The coverage is to be selected by the employee.

B. Prescription Plan

The Board agrees to provide a Prescription Drug Plan for each employee and his/her dependents. The Plan will be a \$10.00 generic/\$20.00 non-generic plan.

C. Dental Plan

The Board agrees to pay for all costs for full family dental coverage for all employees. The coverage is to be selected by the employee (single, husband/wife, parent/child, or family). The New Jersey Dental Plan 3A with orthodontia is in effect.

D. Optical Plan

The Board agrees to provide \$600.00 for each employees' use for the purchase of glasses, contact lenses and refraction for said employee or a member of his/her family. This \$600.00 is for the life of this contract, but may be used in the first year. (Note: \$200.00 is provided for each employee for the 2004-2005 school year). Upon purchase of glasses, contact lenses and refraction, the employee will request reimbursement on the Optical Plan form obtainable in his/her Principal's office, attaching a receipt for said purchase or refraction, forwarding these materials to the Board office. Reimbursement will be made by check following the next regular meeting of the Board.

E. Opt Out Provision

An employee otherwise entitled to health insurance coverage shall have the option to voluntarily not participate in any or all such plans, including Prescription and Dental and withdraw from any such coverage. IT is understood that the decision to exercise this option rests solely with the employee. In the event an employee makes such election, the Board shall compensate such employee fifty percent (50 %) of the yearly premium cost for the plan(s) under which the employee would have been covered. Such cash payment shall be in form of a stipend and shall be paid in two (2) equal installments, the first on December 1st and the second on June 30th of the school year in which the non-participation occurs.

1. In order for an employee to be eligible to elect this cash option, for the health insurance plan as per Section A above, an employee must provide documentation to the Board that he/she is covered under an alternative health insurance plan.
2. All withdrawals shall be for a full year (July 1 through June 30). Written notification of an employee's intent to elect this withdrawal option must be filed with the Board during the normal re-opener period. Employees may either re-elect the option of withdrawal during each re-opener period or elect to re-enroll in the insurance plan(s) offered by the District. Prior to each re-opener period, the Board's insurance carrier and/or representative shall hold a meeting with employees considering to elect to withdraw from the District's insurance plan and shall apprise them of any and all benefits and/or risks involved should the employee elect such waiver.
3. Notwithstanding the above, an employee who has a change in status (e.g., termination of employment, death, separation, divorce, etc.) which causes the employee to lose his alternate health insurance coverage shall be entitled to re-enroll in the health plan during the year provided the employee provides the Board with notice of the change of status with sixty (60) days of the event causing such change. The Board's obligation for the cash option shall be prorated for the employee subject to a change in status. If the District's health plan does not accept the employee, the District will find a comparable plan and pay the premium up to the current amount paid for employees in the District's plan. Additional costs above the current cost incurred will be the responsibility of the employee. The employee will be re-enrolled in the District's plan at the first permissible date.
4. Return to the insurance plans(s) for reasons other than a change in status is subject to the terms of the carrier.

ARTICLE XVI

EMPLOYEE EVALUATIONS

A. Schedule

Each employee will be evaluated by his/her immediate supervisor in the form approved by the Ventnor City Board of Education, which reflects directly the responsibilities specified in the employee's job description, on or before the following dates:

- | | | |
|----|---|-----------------------------------|
| 1. | First year employees | Dec. 1st, Feb. 1st,
April 1st. |
| 2. | Second and third year employees
non-tenured aides and custodians | Dec.1st, April 1st. |
| 3. | Tenured employees | April 1st |

B. Employee Rights

The employee will have the right to see his/her evaluation, discuss it with the supervisor involved before it becomes a matter of record, and write a rebuttal if he/she so desires.

C. Copy and Acknowledgment

The employee will be given a copy of the evaluation, and acknowledge by signature and date the original for the record. Such signature only reflects receipt of said evaluation and not necessarily agreement with content.

ARTICLE XVII

TENURE AND SENIORITY

A. Tenure

All employees covered by this Agreement shall receive tenure as allowed by law upon satisfactory completion of three (3) academic years and one day of continuous employment in the Ventnor City School District.

B. Seniority

School District seniority is defined as total service by appointed employees in the school district within an employee's job title classifications (s) for which they are qualified as determined by the Board. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause. Seniority shall be based on the "entrance on duty" date within the district except for veterans in accordance with N.J.S.A. 18A:29-11, credit for military service.

C. Reduction in Force

In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, employees having completed three (3) years and one day of service in the district shall be laid off in the inverse order of district-wide seniority. It is expressly understood that employees with less than three (3) years and one day service shall be laid off first and would not be entitled to seniority rights in regard to order of layoff.

D. Recall Rights

In the event that, within two (2) years of an employee's layoff, a vacancy occurs in the same job classification (s) from which the employee was laid off or qualified for, a laid off employee, who had completed three (3) years and one day service in the district, shall be entitled to recall thereto in order of seniority. It is expressly understood that employees with less than three (3) years and one day of service in the district are not entitled to recall rights.

E. Probation

Probationary period for employees shall be the first two (2) years of service in the district.

F. Privatization

In the event of privatization of any employee category (subcontracting), the Board shall implement and abide by the following procedure:

1. The Board agrees that ninety (90) days prior to any formal Board action to consider subcontracting it shall notify the Association in writing and discuss the matter fully with the Association and its representatives.

2. The Board shall provide severance benefits as follows:
 - a. The Board shall pay all affected unit members full pay for all sick, vacation and personal leave days credited to the employee's account at the employee's per diem rate of pay at time of severance of employment due to privatization.
3. Should the Board fail to provide the notice as specified in F1 above, then
 - a. The Board shall provide a retooling benefit of two hundred fifty dollars (\$250.00) for each year of employment to each employment leaving his/her position who has been employed by the District for one (1) through four (4) years.
 - b. The Board shall provide a retooling benefit of five hundred dollars (\$500.00) for each year of employment to each employee leaving his/her position who has been employed by the District for five (5) years or more.
 - c. All Health Insurance benefits shall be continued for the employee and his/her dependents at Board expense for a three (3) month period for those employees who have been employed by the District for one (1) through four (4) years and for a six (6) month period for those employees who have been employed by the District for five (5) years or more commencing from the date of severance.
4. Any procedural dispute shall be subject to the grievance procedure of this Agreement.

ARTICLE XVIII

COMPLAINT PROCEDURE

A. Procedural Requirement (Parent, Student or Other Person)

Any complaints/concerns regarding an employee made to any member of the Administration and/or Board Member by any parent, student or other person which does or may influence evaluation of an employee and/or result in disciplinary action shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Supervisor

The principal or immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint/concern and they shall attempt to resolve the matter informally.

C. Right to Representation

The employee shall have the right to be represented by the Association at any meetings or conferences regarding such complaint/concern and shall not be required to answer any questions or make any statements until the employee has had the opportunity to consult with his representative, if he/she so desires.

D. Procedure

Step 1.

In the event a complaint/concern is not resolved to the satisfaction of all parties, the employee may request a conference with the complainant to attempt to resolve the complaint/concern. If the complaint/concern is unresolved as a result of such conference, or if no mutually acceptable conference can be agreed upon, the complaint/concern shall move to Step 2.

Step 2.

Any complaint/concern unresolved at Step 1 may be submitted in writing by the complainant or the employee to the building principal who shall forthwith forward a copy to the Superintendent and the complainant or the employee. Failure of the complainant or the employee to submit the complaint/concern in writing shall be considered as a withdrawal of the complaint/concern and the issue will be deemed to be resolved.

Step 3.

Upon receipt of the written complaint/concern, the Superintendent shall confer with all parties in an attempt to resolve the issue. The employee shall have the right to be present at meetings of the superintendent and person filing the complaint/concern. If unable to resolve the complaint/concern, the Superintendent shall make his/her recommendation for resolution in writing to all parties.

Step 4.

If the Superintendent's recommendation for resolution is not acceptable to either party, the matter will be referred by the Superintendent to the Board of Education or a committee thereof who will meet with all parties and issue a final decision as to whether the complaint/concern has merit and how the matter should be resolved. If the Board's decision results in any type of disciplinary action against the employee, the employee may grieve such disciplinary action pursuant to the provisions of this Agreement.

E. Procedural Requirement (Employee)

Any complaints/concerns regarding an administrator and/or an administrative action/decision, Board member and/or a Board action, made by an employee shall follow the usual chain of command (principal/supervisor, Superintendent, Board of Education). It is understood that the complaint/concern shall be brought to the attention of the appropriate level of administration that has authority to resolve the issue. In no event shall any such complaint/concern be brought directly to the Board or individual Board member without the Superintendent having prior knowledge of the complaint/concern and having adequate time to offer a resolution to the complaint/concern. Nothing contained herein is to be construed as any limitation on an Association leader's freedom of speech relating to Association business or his/her representation of members covered by this Agreement or any employee acting in the role of a taxpayer or parent.

ARTICLE XIX

ASSOCIATION-ADMINISTRATION LIAISON

A. Employee Council

1. Organization

The Association shall select an Employee Council for the district which shall meet with the principals as may be necessary upon request of the Council. Said Council shall consist of not more than four (4) employees. Additional employees may be requested to attend a meeting if their knowledge of an issue to be dealt with is needed.

2. Areas for Council Consideration

Areas for consideration and discussion by the Council and administrators shall include but not be limited to school building issues/decisions regarding:

- a. Administration of this Agreement (not to replace the grievance procedure);
- b. Facilitation of programs and suggestions and/or recommendations by employees;
- c. Revision and development of building policies and practices.

B. Meetings with the Superintendent

The Employee Council may request meetings with the Superintendent as may be necessary to review and discuss issues that could not be resolved with the building principal and/or issues that are district wide. District wide practices and the administration of this Agreement may also be discussed. Such meetings shall be held within ten (10) school days of the request to the Superintendent and are not intended to by-pass the grievance procedure

ARTICLE XX

MISCELLANEOUS GENERAL PROVISIONS

A. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, age or marital status.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual contracts and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Bidding for Bus Runs

Bus drivers will have the right to bid on the runs for the school year prior to the beginning of each school year with the runs being assigned based upon the employee's preference and seniority.

ARTICLE XXI

DURATION OF AGREEMENT

Term

This AGREEMENT shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2008, subject to the Associations right to negotiate over a successor Agreement, as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

IN WITNESS WHEREOF:

FOR THE VENTNOR CITY BOARD OF EDUCATION:

By: _____
Nelson Morgan, President

By: _____
Theresa Kelly, Vice-President

FOR THE VENTNOR SUPPORTIVE STAFF ASSOCIATION:

By: _____
Grace Ricciotti, President

By: _____
William Ryan, Vice - President

ATTEST: _____
Jann Cohen, Board Secretary

ARTICLE XXII

COLLATERAL RESPONSIBILITIES

1. For additional duty as Multi-Media Coordinator, the designee will be paid \$100.00 per month for each month worked during 2001-2002 and \$125.00 per month commencing with the 2002-2003 year.
2. One employee within the bargaining unit may be selected to make all substitute calls for the district. A telephone answering machine and a separate line will be installed in the employee's house and will be paid for by the Board. A fifteen minute grace time at the beginning of the day will be provided on days when excessive numbers of substitutes are needed. In the event more than one person applies, seniority will prevail. This employee will be compensated \$1,500.00 annually. The Board reserves the right to utilize an outside agency to provide this service.
3. RIGHT TO KNOW (if performed by a bargaining unit member): A \$1,000.00 stipend in lieu of any overtime which may occur when performing these duties. Duties cannot be performed while on regular shift. All proper records as governed by the law will be kept by the Right to Know Officer.

It is agreed that in succeeding years, the amount to be paid for additional collateral responsibilities shall be negotiated between or among the individuals involved and the administration initially, then with the Board negotiating team.

ARTICLE XXIII

SALARY INCREASES/SCHEDULES

The attached Ventnor Support Staff Indexed Guides reflect salary increases as follows:

- 2004-05: 5.05% inclusive of increments
- 2005-06: 4.95% inclusive of increments
- 2006-07: 4.9% inclusive of increments
- 2007-08: 4.8% inclusive of increments

ACKNOWLEDGMENTS

VENTNOR SUPPORTIVE STAFF ASSOCIATION OFFICERS – 2005-2006

Mrs. Grace Ricciotti, President
Mr. William Ryan, Vice President

Negotiations Committee

Mr. William Ryan, Chairman
Mrs. Grace Ricciotti
Mrs. Pennie Margolis
Mrs. Connie Baker, NJEA Consultant
Mr. Myron Plotkin, NJEA UniServ Representative

VENTNOR CITY BOARD OF EDUCATION

Mr. Nelson Morgan, President
Mr. Theresa Kelly, Vice President
Mr. Thomas Gabriel
Mrs. Barbara Bergman
Mr. Larry Pacentrilli
Mrs. Maryanne Callahan

Negotiations Committee

Mr. Larry Pacentrilli, Chairman
Mrs. Theresa Kelly
Mr. Thomas Gabriel
Mr. Carmine C. Bonanni, Jr., Superintendent
Mrs. Kathy Vogt, School Boards Association