



THE VENTNOR SUPPORTIVE
STAFF ASSOCIATION

(Clerks Aides, Custodians
Food and Transportation Personnel)

THE VENTNOR CITY
BOARD OF EDUCATION (Employees)

Covering the Period
X July 1, 1988 through June 30, 1990

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VENTNOR SUPPORTIVE STAFF ASSOCIATION

CONTRACT AGREEMENT

1988 - 1990

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, Food Service Attendants, Librarian Assistants, Cleaners, Secretaries, Custodians, Attendance Officers/Supply Managers*, and all other non-supervisory clerical, administrative, or service staff, under contract to the Board, but excluding the teachers, nurses, 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.

*This position is not managerial.

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 preceeding 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 Ventnor City Board of Education and the Ventnor Supportive Staff 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
GRIEVANCES and APPEALS

A. Statement of Policy

In keeping with the policy of the Board of Education of the City of Ventnor City 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 of Education of the City of Ventnor City and its supportive staff, the following procedures in furtherance of such policy. No employee of the Board of Education of Ventnor City 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 any 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 Ventnor City Board of Education, 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 of Education 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 I - Principal/Immediate Supervisor

Any employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's 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 I, or if no decision has been rendered within the 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 I if no decision has been rendered.

2. Level II - 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 II, 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 of Education within five (5) school days after the decision at Level II or fifteen (15) school days after which the grievance was presented, whichever is sooner.

3. Level III - Board of Education

The Board of Education 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 shall be granted and the 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 IV - Arbitration.

4. Level IV - 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 of Education 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 any 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 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 the 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 a telephone credit card in the Board's name; however, any expense incurred because of this use will be borne by the Association, and any abuse of this privilege will result in cancellation of this privilege.

ARTICLE VI
EMPLOYMENT

A. Individual Contract

Each employee of the Board shall receive a supplemental written contract, in the form set forth in Addendum #1, attached herewith, stating as a minimum: his/her anticipated work assignment, base salary consideration, collateral duties, and special considerations.

B. Job Description

Each employee shall receive four (4) copies 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. Acknowledgements

Each employee will sign, date, and return all four (4) copies of his/her contract. Each employee will sign, date, and return four (4) copies of his/her job description acknowledging the duties set forth therein. Employee's copy of his/her contract and job description will be returned when signed by the Board Secretary and the 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, with his/her job description by April 30th. He/She must return them to the Board Office within 30 calendar days, prior to June 1st. Failure to sign and return the contract and/or the job description, 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 current contract year.

E. Non-Tenure Employee Reductions

Non-tenure employees not intended for rehire in the coming year will receive a written notice by April 30th 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 Schedule

The salary of each job classification covered by this Agreement is set forth in Schedule A, for the 1988-89 school year, and in Schedule B, for the 1989-90 school year, which schedules are attached hereto and made a part hereof. All figures in the aforementioned Salary Schedule represent the gross pay for a ten (10) month period.

Twelve (12) month employees will receive an additional salary equal to .2 of their pay for a ten (10) month period.

2. Placement on Salary Schedule

Each employee shall be placed on the proper step of the salary schedule as of July 1st for 12 month employees and September 1st for 10 month employees. In order to be considered for a salary increment, an employee must be employed for more than two-thirds (2/3) of the Association's contract year.

3. Method of Payment

Effective July 1, 1988, the supportive 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 work day of that month.

B. Longevity

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

After 15 years of Ventnor Service, the total per year is - \$ 650

After 20 years of Ventnor Service, the total per year is - \$ 750

After 25 years of Ventnor Service, the total per year is - \$ 850

After 30 years of Ventnor Service, the total per year is - \$1,200

- C. Collateral Responsibilities
Collateral responsibilities shall be set forth in Addendum #6, attached hereto and made part hereof.
- D. College Credit
Supportive staff employees will receive \$50. for each nine (9) college credits completed and which are related to their jobs, and which are approved by the Superintendent.
- E. Work Uniforms
Custodians and cleaners will be provided with three (3) work uniforms by the Board for use in the performance of their duties.
- F. Change of Salary Status - Cleaner to Custodian
The cleaners on staff July 1, 1986 will be advanced from the Cleaner salary scale to the Custodian salary scale commensurate with the step on the scale on which he/she/they are assigned when said employees obtain a Black Seal Boiler license. The Board will pay for the tuition and books needed by the cleaner(s) to obtain said license.

ARTICLE VIII
DEDUCTIONS FROM SALARY

A. Association Dues

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association and/or 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 Supportive 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 in Addendum #3.

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.

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 adequately to 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

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 dates of employment for all such employees.

ARTICLE X
WORK YEAR

A. 10 Month Employees

The work year for ten (10) month employees shall be between the dates September 1st and June 30th. Employees will not be required to work during the school year when the certified teaching staff is not present.

B. 12 Month Employees

1a. 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)
- 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
- Christmas Day
- December 31st
- New Year's Day
- Martin Luther King Day (1987 - 3rd Monday in January)
- Lincoln's Birthday
- Presidents' Day
- Good Friday
- Easter Monday
- Memorial Day (4th Monday in May)

1b. Twelve (12) month employees are entitled to two (2) additional holidays during the Christmas (Winter) Break. Custodians/Cleaners who are required to work will receive compensatory days to be used during the remainder of the year.

2. 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's additional pay as compensation for the holiday.

ARTICLE XI

WORK DAY

A. Hours

1. Secretaries, Aides, Library Assistants, and other employees not enumerated below:

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.

Custodians

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 7:00 a.m. or after 10:00 p.m.

Transportation Persons

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.

Cleaners

The employee's work day shall not exceed seven and one-half (7½) hours per day, inclusive of a dinner period of thirty (30) minutes. No regular work will be required before 2:00 p.m. or after Midnight unless mutually agreed upon by the Association, employee, and Administration.

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 (dinner, for cleaners) per day, and/or any time spent in excess of forty (40) hours (37½ hours, for cleaners), inclusive of lunches (dinner, for cleaners) per week, for all employees.

1. The overtime rate shall be one and one-half (1½) 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 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.

C. Overtime Approval

Every effort shall be made to reach mutual agreement for 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

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.

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/Dinner Period

Each employee's 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.

Cleaner's dinner period of 30 minutes is to be taken between 7:00 p.m. and 9:00 p.m. The employee's supervisor reserves the right to designate which 30 minute period will be for dinner.

F. Summer Hours

Twelve (12) month employees' work day will be 7½ hours per day, inclusive of a lunch period of sixty (60) minutes, between 8:30 a.m. and 4:00 p.m.

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 12 month employees shall be entitled to one (1) day for each month worked, amounting to 12 work days' vacation, upon completion of their first year of employment. This entitlement shall continue through the 6th year of employment.
2. From and including the 7th year, and through the 15th year of employment, the employee is then entitled to $1\frac{1}{4}$ days' vacation time per month, amounting to 15 work days' vacation.
3. Beginning with 16th year of employment, and continuing for the rest of his/her employment, the employee is entitled to $1\frac{1}{2}$ days' vacation per month, or a total of 18 work days' vacation per year.

B. 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 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.

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 (10) 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 (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. Payment for unused sick leave will be made on the first pay date after the date of retirement or, if the employee chooses, the first pay date after January 1st of the ensuing year. Employees failing to advise the Board in accordance with the above time line will receive their compensation the following budget year.

C. 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--\$350.; one (1) day absent--\$150.
- b. 10 month employee: perfect--\$280.; one (1) day absent--\$120.

ARTICLE XIV
ADDITIONAL LEAVES OF ABSENCE

Employees covered under this contract 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 two (2) 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. Such leave shall not be accumulated.
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 third 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, child, son- or daughter-in-law, parent, grandparent, or grandchild, or any other member of the immediate household, up to three (3) days of leave per occurrence will be granted, not chargeable to either the employee's personal or, where applicable, vacation time entitlement.

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. NJEA Convention

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.

ARTICLE XV
INSURANCE PROTECTION

A. Health Benefits

The Board agrees to pay all cost for each employee for complete coverage (single, husband, wife, parent - child, or family) in the Public and School Health Benefits Program. The coverage may be selected by employee.

B. Prescription Plan

The Board agrees to pay full family coverage for any employee desiring to participate in the prescription drug program. The plan is a \$2.00 co-pay plan. A copy of this plan is shown as Addendum #4.

C. Dental Plan

The Board agrees to pay for all costs for full family dental coverage for all employees. The Dental Plan company is to be the same as selected by the Ventnor Education Association. Dental Plan 3A, with orthodontia, is in effect. The coverage is to be selected by the employee (single, husband, wife, parent - child, or family).

D. Optical Plan

The Board agrees to provide \$250.00 for each employee's use for the purchase of glasses, contact lenses, and refraction for said employee or a member of his/her family. This \$250.00 is for the life of this contract, but may be used in the first 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.

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
and 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 grieve it if he/she is not satisfied.

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 classification(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.

ARTICLE XVIII
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 no 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.

ARTICLE XIX
DURATION OF AGREEMENT

A. Term

This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1990, subject to the Association's 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 the parties hereto have hereunto set their hands and seals this 25th day of October, 1988.

BOARD OF EDUCATION OF VENTNOR CITY

By: Charles Cannon, Jr.
Charles Cannon, Jr., President

VENTNOR SUPPORTIVE STAFF ASSOCIATION

By: Rocco Ciliberto
Rocco Ciliberto, President

ATTEST:

Mary E. Brubaker
Mary E. Brubaker, Secretary
Ventnor City Board of Education

Lynette C. Boyle

VENTNOR SUPPORTIVE STAFF
 10 Month Pay Scale
SALARY GUIDE - 1988-89

Step	1	2	3	4	5	6	7	8	9
Food Service	10,800	11,100	11,400	11,700	12,000	12,300	12,600	12,900	12,900
Cleaner	10,900	11,250	11,600	11,950	12,300	12,650	13,000	14,050	15,300
Aide	11,900	12,250	12,600	13,150	13,300	13,650	14,000	15,050	16,300
Librarian Assistant	12,450	12,950	13,450	13,950	14,450	14,950	15,450	16,950	18,200
Secretary	12,450	12,950	13,450	13,950	14,450	15,200	15,450	16,950	18,200
Custodian	13,350	13,850	14,350	14,850	15,350	16,100	16,350	16,850	18,100
Transportation Person	12,200	11,950	12,450	12,950	13,700	13,950	14,700	15,700	16,200
Attendance Officer/ Supply Clerk	13,800	14,300	14,800	15,300	15,800	16,300	16,800	18,300	19,550

VENTNOR SUPPORTIVE STAFF
 10 Month Pay Scale
SALARY GUIDE - 1989-90

Step	1	2	3	4	5	6	7	8	9
Food Service	10,800	11,100	11,400	11,700	12,000	12,300	12,600	12,900	12,900
Cleaner	10,900	11,250	12,150	11,950	12,300	12,650	13,000	14,050	16,550
Aide	11,900	12,250	12,600	12,950	13,300	13,650	14,400	15,050	17,550
Librarian Assistant	12,450	12,950	13,450	13,950	14,450	14,950	15,450	16,950	19,450
Secretary	12,450	12,950	13,450	13,950	14,450	14,950	15,450	16,450	19,450
Custodian	13,350	13,850	14,350	14,850	15,350	15,850	16,350	17,350	19,350
Transportation Person	11,450	11,950	13,450	12,950	13,450	13,950	14,750	15,950	16,950
Attendance Officer/ Supply Clerk	13,800	14,300	14,800	15,300	15,800	16,300	16,800	18,300	20,800

VENTNOR CITY PUBLIC SCHOOLS
BOARD OF EDUCATION
EMPLOYMENT CONTRACT

SUPPORTIVE STAFF

Tenured Non-tenured Educational Secretarial Maintenance

It is agreed between the Ventnor City Board of Education, party of the first part, and _____, party of the second part, that said Board does hereby engage and employ the party of the second part as a _____ in the Public School System of Ventnor City, under the control of the party of the first part for the _____ school term.

CONDITIONS OF EMPLOYMENT

Dates: From _____ to _____
Scale: _____ Step: _____
Base Salary: \$ _____ Longevity: \$ _____ Collateral: \$ _____ O.T. RATE \$ _____
Payment Schedule: Total Salary \$ _____ in _____ installments.
Location Assigned: _____
Hours of Work: _____
License Requirements: _____ Job Duties: (see attached job description)
Special Conditions: (Details relevant to days off are in master contract)

The party of the second part hereby accepts the employment noted above under the conditions stated and agrees to faithfully perform the duties and observe and enforce the rules prescribed for the Ventnor City School System by the party of the first part.

It is also agreed by both of the parties involved that this contract may be terminated by either party, giving to the other party thirty days notice, in writing, of intention to terminate said contract.

The party of the first part also agrees that it will notify, in writing, by April 30th, any non-tenured employees of its intention not to issue a succeeding contract for the following school term. The absence of such notification will provide the said non-tenured employee with sufficient reason and grounds to assume that he/she will be issued a contract for the succeeding year.

Dated this _____ day of _____ 19 _____.

Executed for the party of the first part by the
President of the ventnor City Board of Education _____

By the party of the second part _____

Attested _____ Board Secretary/Business Manager

Copy Distribution:

- Orig. Business Office
- 1st cc: Superintendent of Schools
- 2nd cc: Business Office (Personnel File)
- 3rd cc: Party of the Second Part

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

FROM _____ SOCIAL SECURITY NO. _____

DISTRICT VENTNOR SCHOOL _____

TO: SECRETARY VENTNOR CITY BOARD OF EDUCATION

I hereby request and authorize the Secretary of the Ventnor City Board of Education to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Secretary shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the Board and all of its officers from any liability therefore.

I designate the Ventnor City Supportive Staff Association to receive dues and distribute according to the organizations indicated:

Ventnor City Supportive Staff Association ()

SIGNATURE

DESCRIPTION OF BENEFITS

PRESCRIPTION DRUG EXPENSE INSURANCE

Prescription Drug Expense benefits provide payment for eligible prescription drug charges. This benefit pays 100% of eligible drug charges in excess of a \$1.00 deductible per prescription to be paid by you.

—THE FOLLOWING PRESCRIPTION DRUG CHARGES ARE COVERED—

Charges which are necessary to the care and treatment of a non-occupational accidental bodily injury or sickness and which are prescribed by a legally qualified physician;

Charges for drugs and medicines which can be obtained only by prescription and, subject to the following exceptions and limitations, bear the legend, "Caution, Federal Law Prohibits Dispensing Without a Prescription" except for insulin;

Charges which are not in excess of the usual, regular and customary charges for the drug prescribed in the area in which the prescription is filled;

Charges which are not excluded charges and are not otherwise excluded from coverage by the terms hereof.

QUANTITY ELIGIBLE

The maximum amount or quantity of prescription drugs that will be considered as eligible charges may not exceed a 34 day supply when taken in accordance with the directions of the prescriber, except that the following drugs, dispensed in amounts of 100 units (tablets, capsules, etc.) will be considered as eligible even though when taken in accordance with the prescribers directions such amount would exceed a 34 day supply;

1. Nitroglycerine
2. Phenobarbital
3. Thyroid and Synthetics
4. Digitalis and Derivatives
5. Oral Antidiabetic Agents

—THE FOLLOWING CHARGES ARE NOT COVERED—

Charges for a non-legend, patent or proprietary medicine or medication not requiring a prescription, except insulin;

Charges for canes, crutches, wheel chairs or any means of conveyance or locomotion, braces, splints, dressings, bandages, sick room equipment or supplies, heat lamps or similar items, abdominal supports, trusses, hypodermic syringes and/or needles, oxygen, immunizing agents, biological

sera, blood or blood plasma, injectibles or any prescription directing parenteral administration or use, except insulin, vitamins, vitamin prescriptions, cosmetics, dietary supplements, health or beauty aids;

Charges for medication which is to be taken or administered to, in whole or in part, the individual while he is a patient in a hospital, rest home, sanitarium, extended care facility, convalescent hospital, nursing home or similar institution;

Charges for drugs or medicines delivered or administered to the eligible individual by the prescriber;

Charges for any drug labeled, "Caution — Limited by Federal Law to Investigational Use", or experimental drugs even though a charge is made to the individual;

Charges for oral antibiotics in excess of 40 capsules or tablets per prescription;

Charges for ointments or creams in excess of 4 ounces per prescription;

Charges for contraceptives, contraceptive materials, contraceptive devices or infertility medication.

Charges not listed as covered prescription drug charges or payable under any of the other benefits of the plan to the extent of the portion of such charges so paid.

NOTE

An identification card for Prescription Drug Expense Benefits will be furnished you along with a list of participating pharmacies. While you are insured you may take this card to any participating pharmacy and obtain the medication prescribed by paying the \$1.00 per prescription deductible.

COLLATERAL RESPONSIBILITIES

1. For additional duty as Audio-Visual Coordinator, the designee will be paid \$75.00 per month for each month worked.

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

VENTNOR SUPPORTIVE STAFF ASSOCIATION

Rocco Ciliberto	President
Lynette Boyle	Vice President
Joanne Baldwin	Secretary
Constance Weems	Treasurer

NEGOTIATION COMMITTEE

Mr. Rocco Ciliberto, Chairperson
Mrs. Lynette Boyle
Mrs. Barbara Hoffman
Mr. Bill Ryan
Mr. Myron Plotkin, NJEA

VENTNOR CITY BOARD OF EDUCATION

Mr. Charles Cannon, Jr. - President
Mr. Charles Wagner - Vice President
Mr. Howard Bacharach
Mr. Thomas Cakert
Mr. William L. Donnelly
Mrs. Betty R. Frisch
Mrs. Kathryn Wilson

NEGOTIATION COMMITTEE

Mr. Thomas Cakert, Chairperson
Mrs. Betty R. Frisch
Mrs. Kathryn Wilson

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