

AGREEMENT

BETWEEN THE

OCEAN CITY BOARD OF
EDUCATION

AND THE

OCEAN CITY EDUCATIONAL
SUPPORTIVE STAFF
ASSOCIATION

7/1/01 – 6/30/04

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ARTICLE 1

RECOGNITION CLAUSE

A. The Board hereby recognizes the Ocean City Educational Supportive Staff Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel, full and part time, employed by the Board, whether under contract or on leave as follows:

Secretaries

Clerical Aides

Cafeteria Workers

L. M. C. Aides

Instructional Aides

Custodians

Nurse's Aides

Maintenance Personnel

Receptionist Aides

Groundskeeper

Supervisory Aides

Maintenance/Grounds/Custodian

Personal Aides

B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all personnel who are members of the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE 2

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, as amended and supplemented, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1 or a date deemed appropriate by PERC, and as applied to the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees who are members of the negotiation unit as defined in Article 1 of this Agreement and shall be reduced to writing, be signed by the Board and the Association, be adopted by the Board and ratified by the Association.

B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. In support of such negotiations, the Board shall make available all public information to the Association for inspection, pertinent records, data and budget information of the Ocean City School District, as the Association shall request.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement reached shall be subject to final approval by a majority of the full Board and the Association

D. Representatives of the Board and the Association negotiating committee shall meet for the purpose of reviewing the administration of the Agreement, and to resolve any problems that may arise. These meetings are not intended to bypass the grievance procedure. These meetings shall be: scheduled by mutual agreement

- 1.** Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matter they wish to discuss.
- 2.** All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities and at a time which is mutually agreed upon by the Board and the Association.
- 3.** Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced in writing, and submitted to both the Association and the Board for final adoption; be signed by the Board and the Association, and attached hereto.

E. Past Practice — Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement established and in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to neither eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date. This paragraph refers to direct benefits of long duration (at least three (3) years) that are mutually understood by both parties to this Agreement.

F. The Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in Article 1 of this Agreement, with any individual or organization other than the Association for the duration of this Agreement.

G. It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the terms "sanctions."

H. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education and PERC, the Board of Education is forbidden to waive any rights and/or powers granted it by law.

I. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any questions or proposal.

J. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

K. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties,

L. If any provision of the Agreement or any application of this Agreement to any employee or group of Employees is held to be contrary to law, then such provision 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.

ARTICLE 3

GRIEVANCE PROCEDURE

A. A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees, as per the interpretation or application of any provisions of this Agreement, Board Policies or administrative decisions affecting above.

B. Purpose:

1. The purpose of this procedure is to secure, at the lowest level, a resolution of differences concerning the rights of the parties in matters which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided, as the adjustment is not inconsistent, with the terms of this Agreement.

C. Procedure:

1. Since it is important that the grievance be processed as rapidly as possible, the number of, days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified, may, however, be extended by mutual agreement.

(a) In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced, by mutual agreement (in writing), so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. **LEVEL ONE** — An employee with a grievance shall first discuss it with the principal or immediate superior; either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances must be initiated at this level within, fourteen (14) working days after either employee or employees knew or should have known of the grievance.

Any matters not submitted within the original fourteen (14) working days may not be raised at any subsequent level of the grievance procedure.

3. LEVEL TWO — If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within ten (10) working days after presentation of the grievance, the aggrieved person may file the grievance in writing to the Business Administrator within five (5) working days after the decision at Level One or fifteen (15) working days after the grievance was presented, whichever is sooner. On the same day, the immediate supervisor or principal shall receive a copy of the grievance. Every effort shall be made by both parties, in a good faith effort, to submit all matter and all facets supporting the alleged grievance at this level.

4. LEVEL THREE — If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within fifteen (15) working days after the grievance was delivered to the Business Administrator, the aggrieved person may within five (5) working days after a decision by the Business Administrator, or twenty (20) working days after the grievance was delivered to the Business Administrator, whichever is sooner, request in writing that the Association submit his/her grievance for review by the Board of Education. The Board, or a committee of the Board, shall review the aggrieved person's case, shall hold a hearing with the employee, if requested by the employee, and shall render a decision in writing within fourteen (14) working days after a hearing has been held, or if no hearing has been requested, a decision will be rendered within thirty (30) working days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Business Administrator, the principal and/or supervisor and the Association. Grievances concerning Board policies and/or Administrative decisions shall end at this level.

5. LEVEL FOUR

(a) Grievances concerning this Agreement which remain, unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to PERC within fourteen (14) working days following receipt of the Board's decision, with a copy of such submission forwarded simultaneously to the Board.

(b) The parties shall be bound by the rules and procedures of P E.R.C. in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) working days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.

The arbitrator's decision shall be in writing and set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commissions of an act prohibited by law or which is in violative of the terms of the Agreement. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The arbitrator can neither add anything to, nor subtract anything from the Agreement negotiated by the parties. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present with one spokesman designated to state its views at all stages of the grievance procedure.

E. MISCELLANEOUS

1. If a grievance affects a group or class of employees, such grievance shall commence at Level Two. The Association shall submit such grievance in writing to the Business Administrator with copies to the appropriate principal or supervisor. In this instance the Time Lines of Level One will apply.

2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association and appropriate principal or supervisor. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C Paragraph 5 (a) of this Article.

3. All employees, including an employee who has filed a grievance under this Agreement, shall continue to work in accordance with the direction of the Superintendent, Business Administrator, principal or other applicable supervisory personnel, regardless of the pendency of any grievance, until such grievance is properly determined.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representative, heretofore referred to in the Article.

6. All parties agree to make every effort to resolve a grievance at the lowest possible level.

7. Any grievance submitted to the Board (Level Three) shall clearly set forth in writing the basis for the grievance and all facts relevant to that aggrieved, and in addition, shall set forth any remedy sought by the employee, employees or the Association. Oral testimony at any hearing before the Board shall be limited to answering questions and clarification of matters set forth in the grievance. Argument by or on behalf of the aggrieved employee shall be permitted.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and suffer no reprimand, written or otherwise.

B. Representatives of the Association, the NJEA and the NEA shall be permitted to transact official Association business on school property at all reasonable times and with advance notice given to the administration, provided that this shall not interfere with or interrupt any employee's job function or normal school operation or extracurricular activities.

C. The Association and its representatives with the approval of the building principal shall have the privilege to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operation. The principal of said building shall be notified in writing in advance of the time and place of all such meetings. Such notification shall be made at least 48 hours in advance of such meeting, with response by the administrator within 24 hours except in an emergency, and then an alternative site would be given.

D. The Association shall have the privilege to use, for Association business and with permission from the principal, and/or immediate supervisor, school facilities and equipment, including typewriters, mimeographing machines and other duplicating equipment, calculating machines and all types of audio-visual equipment at all reasonable times and by qualified personnel when such equipment is not otherwise in use. Permission shall not be arbitrarily denied. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

E. The Association shall have the privilege to use interschool mail facilities and school mailboxes, as it deems necessary for Association business and without approval of the building principals or other members of the Administration

F. The Board agrees to furnish to the Association in response to reasonable requests from time to time available information of public record that may be necessary for the Association to process grievances and to prepare for collective bargaining.

G. The Rights and Privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the Non-Certificated Staff.

ARTICLE 5

SICK LEAVE

A. All ten (10) month employees shall be entitled to up to ten (10) days leave for illness or medical reasons each year. All ten and one-half (10½) month employees shall be entitled to up to ten and one-half (10½) days leave for illness or medical reasons each year. All eleven (11) month employees shall be entitled to up to eleven (11) days leave for illness or medical reasons. All twelve (12) month employees shall be entitled to up to twelve (12) days for illness or medical reasons each year. Unused sick days shall accumulate from year to year. Each employee shall receive written accounting of his/her accumulated sick leave; which shall include all sick days not used by the employee since the beginning of the district sick leave program or the employee's employment commencement date. Twelve (12) month employees shall be notified of their sick leave accumulation, vacation and Personal day entitlements by August 1, while ten (10) month employees shall be so notified by September 1. Days off for known "on the job" injuries sustained during the course of employment for the Ocean City School Board of Education shall not be deducted from accumulated sick leave. Where applicable, compensation claims shall be in accordance with NJSA 34: 15-14.

ARTICLE 6

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

1. **Personal Leave:** Up to three (3) days leave of absence shall be granted for personal, legal, religious, business, household or family matters which cannot be handled at any other time and which require absence during the employee's working hours. Application to the Superintendent of Schools, through the employee's immediate supervisor, shall be made at least three (3) days in advance, except in cases of emergencies. Applicants shall be required to state the reason for taking such leave per categories on the "request to be absent" form. Personal days shall not be used to extend a holiday or vacation. Unused personal days shall be added to accumulated sick leave and be available for immediate use, and for reimbursement upon retirement or death.

2. **Compassionate Leave:** Up to five (5) days leave at any one time for death or critical illness of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Critical illness shall be defined as a condition or event, which poses an immediate or potential threat to a person's life as a result of disease or injury. Employees shall be granted up to two (2) days in the event of death of employee's relative outside the immediate family defined above. An employee may request, via the Superintendent, one (1) day leave for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system.

3. Other leaves with or without pay may be granted by the Board for good reason.

4. Temporary military leave shall be granted as specified in N.J.S. 38:23-1 and 38:4-4; time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the National Guard, provided such obligation cannot be fulfilled on days when school is not in session. Supportive Staff personnel shall be paid, his regular pay in addition to any pay, which he receives from the state or federal government.

5. Time off with pay shall be granted to any employee for time necessary for an appearance in school related legal proceeding connected with Non-Certificated employment or Jury Duty if the Non-Certificated employee is required by law to attend.

6. Unit employees shall be paid for time spent on Jury Duty, provided they turn over to the District their Jury Duty Fees (not mileage or meal reimbursement.)

B. Additional Leaves: Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE 7

EXTENDED LEAVES OF ABSENCE

A. All extended leaves of absence granted, as specifically outlined in the following detailed categories of this Article 7, shall be strictly limited in terms of time span to the time span of each individual employee's employment contract. Consistent with the school fiscal calendar which ends on the 30th day of June of each year, all extended leaves of absence granted will terminate on the last day of the employee's term of individual contract. Whenever a stipulated time span of an authorized extended leave of absence is interrupted by June 30th employment contract termination, the employee may request a new extended leave of absence to cover that remaining period of time required to completely use that original stipulated time span allotment. The Board of Education may grant that additional partial extended leave of absence concurrent with the employee's new individual contract.

B. Military: Military leave without pay and benefits shall be granted to any employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge. A leave shall be granted to an employee to join a spouse for that period of special training or preparation for duty over seas in combat zones.

C. Medical Disability:

1. The Board shall grant leaves of absence for medical reasons as set forth in N.J.S.A. 18A:30-1, et seq., and the rules and regulations, policy statements and collective negotiations agreement entered into by the Board, except as otherwise provided herein.
2. The Board shall not maintain or enforce any policy or practice for removal of any employee from his/her duties that is based solely on medical disability, including but not limited to the fact of pregnancy or a specific number of months pregnant but shall consider and treat each employee on an individual medical basis as it affects his /her job performance.
3. Due to a medical disability, which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay; however, during the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. During such time of medical disability leave, existing health benefits shall cover said employee.

4. The Board retains the right to place a medically disabled employee on medical disability leave on the following basis:

(a) Whenever his/her physical condition adversely affects his/her health so that said health would be impaired if he/she were to continue working. Such incapacity shall be deemed to exist only if:

- (1) The medically disabled employee fails to produce certification from his/her physician that he/she is medically able to continue working, or
- (2) The Board of Education's physician and employee's physician agree that he/she cannot continue, or
- (3) Following any difference of medical opinion between the Board's physician and the employee's physician, the Board requests expert consultation, in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The employee and the Board shall share the expense of any examination by an impartial third physician, as per this paragraph, equally.

5. The Board may require any employee to produce a certificate from a physician in support of the requested leave dates provided that if the Board's physician is in disagreement, the conflict of opinion shall be resolved as set out in C-4 (a) (3) of this Article. Where medical opinion is supportive the leave dates requested, such request shall be granted by the Board, in accordance with Section A and C-6 of this Article. Following the grant of such leave to any employee, the commencement or termination dates thereof may be further extended or reduced in accordance with Sections A and C-6 of this Article where, applicable for medical reasons upon application by the employee to the Board.

Such extension or reduction shall be granted by the Board for additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contradicted. The Board may require any employee to produce a certificate from the physician in support of the extension or reduction of requested leave dates provided that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved as set out in C-4 (a) (3) of this Article.

6. The Board need not grant or extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.

7. No employee shall be barred from returning to work after the medical disability solely on the ground that there has not been a stated or prescribed lapse of time between the medical disability leave and his/her desired date of return, except as is provided in this Agreement or applicable law. Nothing contained in this paragraph shall be construed to preclude the Board from requiring any employee to produce a certificate from his/her physician showing he/she is physically capable of resuming his/her duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in paragraph C-4 (a) (3) of this Article.

D. Adoption: Upon approval of the Superintendent, any employee adopting an infant child shall receive leave, subject to the provisions of Section A and C-6 of this Article, without pay and benefits, which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.

E. Illness in Family: Subject to the provisions of Sections A and C-6 of this Article, a leave of absence without pay and benefits of up to the extent of one (1) contracted school year shall be granted upon approval of the Board for the purpose of caring for a sick member of these employee's immediate family, as defined in Article 6, Section in A-2 of this Agreement. Additional leave may be granted at the discretion of the Board on a case-by-case basis.

1. Of the leaves outlined in Paragraph D and E of this Article, of the one (1) contracted school year, 12 weeks shall be subject to the Provisions of the Family Leave Act (N.J.S.A. 34:11 b-l) or the Federal Family Leave Act.

F. Return from Leave

1. **Salary** - Upon return from leave granted pursuant to Section B of this Article, with the exception of joining a spouse for that period of special training or preparation for overseas duty in combat zones, an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be given increment credit for the leave time, not to exceed four (4) years at the level he/she would here achieved if he/she had not been on leave. An employee shall not receive increment credit for leave granted pursuant to Section D and E of this Article. Upon return from Medical Leave an employee shall receive increment credit on the salary guide, if he/she works one more day than half of his/her contracted year.

2. **Benefits** - All benefits to which an employee was entitled at the time his/her heave of absence commenced and any benefits negotiated during the leave, and any unused accumulated sick leave at the time of said leave shall be restored to him/her upon his/her return and he/she shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

ARTICLE 8

TRANSFERS AND REASSIGNMENT

A. Notification of Vacancies

1. The Superintendent or Business Administrator shall post in all school buildings a list of known vacancies when they occur, with a copy sent to the Association. The notice shall include a deadline date no earlier than two weeks from the date of announcement for filing applications.
2. Qualified employees desiring to fill such vacancies shall immediately notify the Superintendent or Business Administrator in writing
3. Notice of such dispositions shall be sent to the Association President.

B. Request for voluntary reassignment and/or transfer by qualified employees shall be honored to the extent possible and provided that the transfer or reassignment does not conflict with the best interests of the school system in the opinion of the Superintendent, Business Administrator or the Board.

C. Upon voluntary or involuntary reassignment, transfer or promotion to different employee classification within the Association, the employee shall be placed on the step of the new classification that most closely reflects but is not less than the salary he/she received on former classification salary guide.

D. In the case of an involuntary transfer, the employee shall be notified at least 20 calendar days prior to the transfer unless there is an emergency. Notification shall be made via meeting between the employee and the supervisor at which the supervisor shall set forth in writing the reason(s) for the involuntary transfer. If the employee is not available to attend the meeting, notice may be made in writing.

If the reasons given are not acceptable to the employee, the employee may request a conference with the, superintendent or designee.

ARTICLE 9

PROFESSIONAL INCENTIVE PROGRAM

The Board agrees to pay for registration fees, transportation, meals and other reasonable expenses incurred by employees as a result of workshops, conferences or similar job related meetings or affairs at which the employees' attendance is required or mutually agreed to by the employee and Board.

For every fifteen (15) hours of approved (by the Superintendent or designee) continuing education units, the Board shall adjust an employee's salary by \$300.00 of pensionable income, to begin in 1998-99

ARTICLE 10

INSURANCE PROTECTION

A. The Board shall provide health care insurance protection equal to, or better than, the level of benefits in each plan model existing in the 1996-97 contract year as follows

1. Blue Cross
2. Blue Shield
3. "Rider J"
4. Major Medical Insurance
5. Blue Select (or equivalent as agreed to)
6. Blue Choice (or equivalent as agreed to)
7. HMO Blue (or equivalent as agreed to)
8. Dental-Ortho (Coverage to be Delta II-B
(Or equivalent as agreed) Effective July 1, 1993)

B. The 1997-98 premium rates shall serve as the initial threshold. Should the premium rates increase by more than 10% over the preceding year, the parties agree to reopen negotiations. These negotiations shall be limited to the costs, which exceed the negotiated maximum Board premium costs (MBPC). The purpose of these negotiations will be for the parties to determine collectively how the premium rate will be brought into line with the negotiated MBPC. Any mutually agreed upon contributions shall not exceed 1% of the individual employee's salary.

The 10% over the MBPC will compound over the previous year unless the premium rate has decreased; in which case the higher rate will serve as the standard.

If the marital or family status of said employee changes, the Board shall pay the full premium of the new category.

C. Non-Certificated staff employed after July 1, 1997, shall be subject to the following provisions of insurance protection:

1. Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance
 - a. The Board shall pay the entire premium, including any excesses hereafter set by the carrier, for single coverage.
 - b. The Board shall pay the premium to a maximum of whatever the premium is on July 1, 1997 for husband/wife, parent/child, or full family coverage.

c. If marital or family status of said employee changes, the Board shall pay the premium of the new category to a maximum equal to July 1, 1997 premium.

2. Dental coverage to be Delta II-B or equivalent as agreed to and the Board shall pay the entire premium.

3. It is agreed that in case of new employees, such insurance protection shall be provided as soon as possible consistent with the insurance carrier's procedures.

D. The Board shall create a fringe medical account for each unit, member in the amount indicated below, which shall be for the purpose of reimbursing, each unit member for medical expenses not covered by existing insurance, including, but not limited to eye glasses, orthopedic shoes, chiropractic visits, braces, deductible insurance amounts, and HMO premiums beyond the Board's paid level. All receipts shall be submitted to the Board Secretary between May 1 and May 15 of each contract year, with reimbursement checks to be issued on or before Jun 30 in any given school year. Receipts must be dated between the twelve-month periods of May 1 to April 30 for the current year. Amounts not spent by each unit member shall not be cumulative.

1997-98	\$375.00
1998-99	\$375.00
1999-00	\$375.00

1. In lieu of medical reimbursement described in D. above, after the salary guides for the three years (7/1/01-6/30/04) have been created, they shall all be increased by \$375 per step to become a part of each step of the salary guide at the conclusion of the contract.

E. The following "cash in lieu of benefits option" language is contingent upon the Board establishing an IRS Section 125 Cafeteria Plan. Upon the establishment of such plan, those employees having dual health coverage shall be permitted to decline as provided by the Board, and if so electing, shall receive a stipend each year, equal to 30% of the health coverage premium cost. In the event of a change of life event, such as death or divorce of spouse, the employee shall be permitted to reenroll in the Board's health plan without penalty. The stipend will be prorated with the Board being reimbursed the difference.

ARTICLE 11

REIMBURSEMENT FOR UNUSED SICK LEAVE

Upon RIF, retirement or death, Non-Certificated employees in the Ocean City School District shall be compensated for any unused sick leave days in accordance with the following formula:

1. Initial employment prior to July 1, 1995

Each individual Non-Certificated staff member employed by the Ocean City Board prior to July 1, 1995 shall have memorialized by written document the total number of accumulated unused sick days as of July 1, 1995. A copy of this document shall be placed in the employee's personnel file.

Compensation for said days shall be 2001-2004 @ \$37.00 a day times the total number of bonded accumulated sick leave.

2. Continued or initial employment after July 1, 1995

All Non-Certificated staff accumulating sick days after July 1, 1995, other than the number of bonded sick days in Paragraph one (1), shall be compensated in 2001-2004 @ \$37.00 a day times the total number of days to the maximum payment of \$2,500.

3. Any Non-Certificated staff who utilizes any of their bonded days in paragraph one (1) shall be allowed to replenish those days up to their maximum accumulated as of July 1, 1995.

4. Retiree may opt to receive said payment either thirty (30) days after his/her retirement date or in January of the following year of retirement. In the event that the retired employee dies before receiving the payment, the payment shall be made to the retirees/deceased's estate. The employee must give the Board advance retirement notice in accordance with Pension regulations.

5. In the event a qualified employee dies before reaching retirement, said payment for accumulated sick days shall be made to the employee's estate.

6. If the retiree desires not to receive his/her unused sick leave compensation as a lump sum, he/she may choose instead to receive payment in equal annual installments spread over two (2) or three (3) consecutive calendar years. It is understood that once the retiree requests a certain method of payment, he/she may not change that request after any money has been paid. It is also understood that the retiree will not be entitled to any interest on this money at any time.

In the event the retiree dies before all the money has been paid, the balance owed will be paid in a lump sum to the retiree's estate.

ARTICLE 12

VACATIONS

A. All ten (10) month employees covered by this Agreement shall not receive an annual paid vacation.

B. All twelve (12) month employees covered by this Agreement shall receive an annual paid vacation. All vacation days, upon approval of the applicable supervisor or principal and the Business Administrator shall be taken at the employee's option. Whenever possible, vacation requests shall be submitted by the employee at least (thirty) 30 days in advance. A master vacation schedule shall be posted in each building. Vacation requests shall be honored, whenever possible, in the order in which they are received. In the event that the same vacation time is requested simultaneously by more than one, the senior employee's request shall be honored on a rotating basis. In order to insure an adequate number of employees on duty, no more than one employee from an individual classification within each building, as defined in Article 1- A of this Agreement, shall be allowed to take his/her vacation at the same time during the time school is in session. Vacation must be taken during the applicable fiscal or anniversary year following the year in which vacation time is earned.

C. All twelve (12) month employees covered by this Agreement shall be given vacation as follows:

At the end of 1 year through 9 years of service: 10 days

At the end of 10 years through 15 years of service: 15 days

At the end of 16 years of service through 25 years of service, an employee shall receive one (1) day per year for each year of service.

Said vacation shall be taken during the year immediately following the year in which vacation was earned.

D. All twelve (12) month employees who terminate or are terminated from their employment in the school district for any reason shall be paid the current per diem rate for any earned vacation according to the proportion of full months worked during that school year to the total contracted school year, unless, in case of resignation, proper written notice of resignation has not been given to the Board, as defined in Article 23 G of this Agreement. In such an instance there shall be no pay for unused earned vacation.

E. In the event an employee dies and is entitled to vacation time, the amount of money per vacation days shall be actuarially determined and said amount paid to the employee's estate.

ARTICLE 13

HOLIDAYS

A. Except in cases of emergency, all employees classified as 10-month employees as defined in Article 1-A of this Agreement shall not be required to report for duty, but shall receive their regular pay for holidays listed immediately below:

- | | |
|---------------------|---------------------------|
| 1. Labor Day | 5. Martin Luther King Day |
| 2. Thanksgiving Day | 6. Good Friday |
| 3. Christmas Day | 7. Memorial Day |
| 4. New Year's Day | |

The same provision applies to recognized legal holidays, such as Veteran's Day and Presidents' Day as scheduled on the school calendar, and on any day that school is closed for snow or other emergencies. All twelve (12) month secretaries and aides shall follow the school calendar and shall receive Independence Day as a holiday.

B. Except in cases of emergency, all employees classified as Custodians, and Maintenance Personnel, as defined in Article 1-A of this Agreement, shall receive holidays as listed below:

- | | |
|------------------------------|----------------------------|
| 1. Independence Day | 8. New Year's Eve |
| 2. Labor Day | 9. New Year's Day |
| 3. Veteran's Day | 10. Martin Luther King Day |
| 4. Thanksgiving Day | 11. President's Day |
| 5. Friday after Thanksgiving | 12. Columbus Day |
| 6. Christmas Eve | 13. Good Friday |
| 7. Christmas Day | 14. Easter Monday |
| | 15. Memorial Day |

1. If a holiday categorized as a "moving holiday" falls on a Saturday or Sunday or during the employee's scheduled vacation time, the employee shall be granted a compensatory day for each of those holidays, to be scheduled at a mutually agreeable time with the Business Administrator.

"Moving Holiday" is defined as any holiday, which does not occur on the same day of the week during successive years, e.g. Christmas Eve and Christmas Day.

2. Any employee working on a scheduled holiday shall have the option of receiving two (2) compensatory days or double time, consistent with Article 18-C.

3. In the event that schools are not closed on any one or more of the holidays listed above, then different holidays shall be substituted for those holidays. The substitute holidays are to be mutually selected by the Business Administrator and the President of the Association. It is the intent of the Board and the Association that there shall be fifteen (15) holidays during each year of this Agreement, but those holidays shall fall only on days when schools are closed.

ARTICLE 14

TERMS OF EMPLOYMENT FOR AIDES

All employees classified as ten (10) month aides defined in Article 1-A of this Agreement shall be contracted by the Terms of Employment listed as follows:

A. Upon initial employment in the Ocean City School District, credit may upon recommendation of the Superintendent and the approval of the Board, be given to a new employee for applicable previous experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.

B. The workday shall be mutually agreed by the Association and the Superintendent of Schools and/or Business Administrator to define the total hours per day needed to perform certain responsibilities. The regular full day's rate shall be paid on all days the school is on half-session.

1. Each aide shall be entitled to one (1) a.m. coffee break and one (1) p.m. coffee break consisting of fifteen (15) minutes each.

C. The work year shall be a total of 193 workdays. Certain of those workdays shall be considered holidays which are listed in Article 13-A of this agreement.

D. Overtime pay shall be calculated at a rate of time and one-half for hours worked in excess of regularly scheduled workday or regularly scheduled workweek. All work performed on approved holidays shall be calculated at a rate of double time.

E. Rain gear and hip boots will be provided where appropriate

ARTICLE 15

TERMS OF EMPLOYMENT FOR NURSES AIDES

All employees classified, as Nurse's Aides as defined in Article 1-A of this Agreement, shall be contracted by the Terms of Employment listed as follows:

- A.** Upon initial employment in the Ocean City School District, credit may upon recommendation of the Superintendent and the approval of the Board, be given to a new employee for applicable previous experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.
- B.** Nurse's aides shall not be covered by the provisions of Article 23, Section 1, unless a nurse is present during lunch period.
- C.** The workday shall be mutually agreed by the Association and the Superintendent of Schools and/or Business Administrator to define the total hours per day needed to perform certain responsibilities. The regular full day's rate shall be paid on all days the school is on half-session.
- D.** The work year shall be a total of 193 workdays. Certain of those workdays shall be considered holidays which are listed in Article 13-A of this Agreement.
- E.** Overtime pay shall be calculated at a rate of time and one-half for hours worked in excess of regularly scheduled workday or regularly scheduled workweek. All work performed on approved holidays shall be calculated at a rate of double time.

ARTICLE 16

TERMS OF EMPLOYMENT FOR CAFETERIA WORKERS

All employees classified as Cafeteria Workers, as defined in Article 1-A of this Agreement, shall be contracted by the Terms of Employment listed as follows:

A. Upon initial employment in the Ocean City School District, credit may upon recommendation of the Superintendent and the approval of the Board, be given to a new employee for applicable previous experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.

B. 1. The workday shall consist of up to six work hours, exclusive of clean up days and functions cited in Section H of this Article. The lunch break shall occur after the six-hour workday at which time the employee is free to leave.

2. If additional staff is needed, the amount of time needed for this new position shall be at the discretion of the Business Administrator.

C. The Cafeteria Worker shall be entitled to one (1) coffee break daily consisting of fifteen (15) minutes.

D. The work year shall be a total of 193 workdays. Certain of those workdays shall be considered holidays which are listed in Article 13-A of this Agreement. Two of the workdays shall be considered to be "cleanup days" and shall be mutually scheduled .by the Association and the Business Administrator.

E. Overtime pay shall be calculated at a rate of time and one-half for hours worked in excess of regularly scheduled workday or regularly scheduled workweek. All work performed on approved holidays shall be calculated at a rate of double time.

F. Cafeteria Workers shall not be required to lift or carry items in excess of 35 pounds.

G. Whenever a cafeteria worker is not able to report to work due to illness or other reasons, every reasonable effort will be made so that a substitute will be employed in his/her place.

H. Whenever Cafeteria Workers are required to work outside the normal workday (e.g., for dinners or after hour functions), every reasonable effort should be made to give one (1) week prior notice. Substitute Cafeteria Workers shall be used, only after all cafeteria employees are offered the opportunity to fill the opening, whenever possible,

employees shall be scheduled to perform such work on a voluntary basis whenever possible. In the event there are insufficient volunteers, employees shall be scheduled for this work on the basis of seniority (e.g., employees with the least number of years employment shall be scheduled first). Any employee, who has performed this work, shall not be scheduled again until all other available employees have performed the duty.

I. Three smocks; to be worn during work hours will be provided for cafeteria workers each year.

J. Upon receipt from a vendor, the Board shall reimburse each cafeteria worker up to seventy (70) dollars for the purchase of work related footwear. Any Cafeteria Worker who does not wear, while on the job, the work shoes paid for by the Board of Education shall be subject to minor discipline (i.e., Letter of Reprimand).

K. Request for additional allotments shall be considered on a case-by-case basis.

L. Part time cafeteria workers will be paid 20 equal semi-monthly paychecks based on the following calculation of annual base salary: 193 days x 3.9 hours per day x hourly rate of pay per the salary guide = annual salary.

M. Part time cafeteria workers will work no more than 19½ hours per week (four days at four hours per day and one day at three and one-half hours). An alternate daily schedule may be implemented if recommended and agreed upon by the Business Administrator, Superintendent of Schools and the Food Service Director. The alternate work schedule will be equivalent to 19½ hours per week.

N. Overtime must be approved in advance and must be documented by timesheet and signed by immediate supervisor. This timesheet must be submitted to the Business Office within the timelines defined in the Payroll Schedule

ARTICLE 17

TERMS OF EMPLOYMENT FOR SECRETARIES

All employees classified, as Secretaries as defined in Article 1-A of this Agreement shall be contracted by the Terms of Employment listed as follows:

A. Upon initial employment in the Ocean City School District credit may upon recommendation of the Superintendent and the approval of the Board, be given to a new employee for applicable previous experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.

B. The work day shall consist of eight and one half (8½) hours including thirty (30) minutes unpaid lunch break, except during the months of July and August when the work day for twelve (12) month secretaries shall consist of six and one half (6½) hours including thirty (30) minutes unpaid lunch break. A work week for twelve (12) month secretaries shall consist of forty (40) work hours, except, commencing on the first work day of the week after the last student day when the work week shall consist of thirty (30) work hours.

C. During the normally scheduled school year recesses, when the school buildings are closed to students, all Secretaries will not be expected to work.

D. The employee shall be entitled to two (2) coffee breaks daily consisting of fifteen (15) minutes each.

E. Overtime pay shall be calculated at time and one half for hours worked in excess of eight (8) work hours in any work day or forty (40) work hours in any work week, or, at the option of the employee, by compensatory time off. All work performed on approved holidays shall be calculated at a rate of double time or at the option of the employee, two (2) mutually determined compensatory days off.

F. Each employee shall be given the time necessary to attend the NJEA Convention with no loss of pay or other employee advantage.

G. The building Principal's secretary, in each building, shall receive an annual stipend in 2001-2002 – \$150, in 2002-2003 – \$200, in 2003-2004 – \$250 payable half in July and half in December.

ARTICLE 18

TERMS OF EMPLOYMENT FOR CUSTODIANS AND MAINTENANCE PERSONNEL

All employees classified, as Custodians and Maintenance Personnel, as defined in Article 1-A of this Agreement, shall be contracted by the Terms of Employment listed as follows:

- A.** Upon initial employment in the Ocean City School District, credit may upon recommendation of the Superintendent and the approval of the Board, be given to a new employee for applicable previous experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.
- B.** The workday shall consist of eight and one half (8½) hours including thirty (30) minutes unpaid lunch break. A work hour is defined to exclude the unpaid lunch break. The workweek shall consist of five (5) consecutive workdays comprised of forty (40) work hours. A workweek shall begin on Sunday, Monday or Tuesday only.
- C.** Overtime pay shall be calculated at a rate of time and one half for hours worked in excess of eight (8) work hours in any day or forty (40) hours in any work week. All work performed on approved holidays or on the seventh consecutive workday will be calculated at a rate of double time or, at the option of the employee, two (2) compensatory days off, to be mutually determined.
- D.** Any employee called to return to work at any time other than his regular scheduled shift, shall be paid a minimum of two (2) hours overtime calculated at a rate of time and one half, except between the hours of 12 a.m. to 3 a.m. in which case a minimum of four (4) hours of overtime shall be at the rate of time and one half.
- E.** Upon a receipt from a vendor, the Board shall reimburse each Custodian up to seventy (\$70) dollars for the purpose of work related footwear. Any Custodian or Maintenance Worker who does not wear, while on the job, the work shoes paid for by the Board of Education shall be subject to minor discipline (i.e., Letter of Reprimand.)
- F.** Requests for additional allotments shall be considered on a case-by-case basis.
- G.** Provide hip boots.

ARTICLE 19

TERMS OF EMPLOYMENT FOR GROUNDSKEEPER

Any employees classified as Groundskeeper, as defined in Article 1-A of this Agreement, shall be contracted by the Terms of Employment listed as follows:

A. Upon initial employment in the Ocean City School District, credit may upon recommendation of the Superintendent and the approval of the Board, be given to a new employee for applicable previous experience placing that employee on the salary guide up to the step of the salary guide that equals the number of years of that employee's applicable previous experience.

B. The workday shall consist of eight and one half (8½) hours including thirty (30) minutes unpaid lunch break. A work hour is defined to exclude the unpaid lunch break. The workweek shall consist of five (5) consecutive workdays comprised of forty (40) work hours. A workweek shall begin on Sunday, Monday, or Tuesday only.

C. Overtime pay shall be calculated at a rate of time and one half for hours worked in excess of eight (8) work hours in any work day or forty (40) hours in any work week. All work performed on approved holidays or on the seventh consecutive workday shall be calculated at a rate of double time or, at the option of the employee, two (2) compensatory days off, to be mutually determined

D. Any employee called to return to work at any time other than his regular scheduled shift, shall be paid a minimum of two (2) hours overtime calculated at a rate of time and one half.

E. Upon receipt from a vendor, the Board shall reimburse the Groundskeeper in excess of seventy (\$70) dollars, if necessary per annum for the purpose of work related footwear. Any Groundskeeper who does not wear, while on the job, the work shoes paid for by the Board of Education shall be subject to minor discipline (i.e., Letter of Reprimand.).

F. Request for additional allotments shall be considered on a case-by-case basis.

G. Provide hip boots

ARTICLE 20

SENIORITY AND JOB SECURITY

A. School district seniority is defined as service by appointed and contracted employees in the school district in the collective bargaining unit covered by this Agreement. An appointed and contracted employee shall lose all accumulated school district seniority only if he resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.

B. In the event of reduction in force, custodians and maintenance employees shall be laid off consistent with Title 18A: 17-4. All other employees shall be laid off on a last hired first fired basis, subject only to the requirements of any applicable statute.

C. Notice of recall to work shall be addressed to the employee's last address appearing on their records of the school district, by certified mail, return receipt requested. Within fourteen (14) days from receipt of such notice of recall, the employee shall notify the director of the department involved, in writing, whether or not he/she desires to return to work in accordance with the recall. The notice of recall shall specify the date the employee is required to return to work. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to the work involved in the recall notice.

D. Seniority shall not be accumulated during the period of layoff. Upon recall the appointed employee shall have his/her accumulated seniority as of the date of layoff.

E. Overtime assignments shall be allocated according to seniority initially, and then allocated equitably, within each building. In the event of an absence for any reason, overtime must first be offered to the appropriate unit member for the first five (5) days of any individual absence before a substitute is used. On the sixth (6) day and beyond a substitute may be utilized.

F. Seniority lists for each building shall be posted in each building.

G. No employee shall receive an overtime assignment to fill in for his regular job. In such a potential instance, the employee's position on the seniority list shall be interchanged with the next senior employee on said list.

H. In the event that an employee is called back for an overtime assignment and cannot be reached; he/she will be first recalled in the next available instance.

I. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause, excepting that nothing in this clause shall be construed as impeding the Board's right to withhold an increment. In addition, no employee shall be

reprimanded in front of peers or students. The decision not to renew an employee at the end of a limited term contract is not discipline, therefore, is not grievable or arbitrable.

ARTICLE 21

DIRECT DEPOSIT OF PAYCHECKS

Employees may elect to participate in the Direct Deposit Paychecks program offered by a bank approved by the Board of Education.

1. Any employee who desires to enroll in this plan must do so prior to August 15 of each school year.

Any employee who desires to withdraw from the plan must do so after June 30, and prior to August 15 of each school year.

2. It is agreed between the Board and the Association that if the Board of Education deposits its funds with a different institution, the Association would assume the responsibility of working out a Direct Deposit of Paychecks plan with the new institution. It is further understood between the parties that the internal operation of the plan is not a part of this Agreement and is a matter between the Bank and the Association.

3. The Direct Deposit of Paychecks Program shall be free of any bank charges to the Board of Education and the operation of the program shall not in any way result in additional workload than required by normal issuance of paychecks.

ARTICLE 22

TWELVE-MONTH PAY PLAN INTEREST BEARING ACCOUNT

Those employees on a ten (10) month basis may individually elect to have ten (10) percent of their monthly salary deducted from their paycheck.

1. Monies deducted shall be deposited automatically each payday to an individual statement savings account for each participant in accordance with the Summer Reserve Payment Plan offered by a bank approved by the Board of Education.

(a) Summer Reserve Payment Plan shall be free of any bank charges to the Board of Education for operation of the plan.

(b) It is agreed between the Board and the Association that if the Board of Education deposited its funds in a different institution, the Association would assume the responsibility of working out a Summer Reserve Payment Plan with the new institution. It is further understood between the parties that the internal operation of the Summer Reserve Payment Plan is not a part of this Agreement and is a matter between the Bank and the Association.

(c) A copy of the Summer Reserve Payment Plan shall be kept on file in the Superintendent's office. The Association shall assume responsibility for distributing copies of said plan to its members.

2. Any employee who desires to enroll in this plan must do so prior to August 15 of each school year. Any employee who desires to withdraw from the plan must do so after June 30 and prior to August 15 of each year.

ARTICLE 23

MISCELLANEOUS

A. Whenever an employee is required to use his/her own vehicle on school district business, he/she shall be reimbursed at the current IRS rate.

B. No unit member shall transport any student in his/her own motor vehicle absent written permission from the Superintendent of Schools or his designee. That any unit member specifically directed in writing by the Superintendent of Schools or his designee to use his/her own motor vehicle in the performance of his/her duties, shall be covered by the district for any and all claims arising out of such employees using his/her own vehicle. Said coverage shall be primary.

C. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

D. Copies of the Agreement shall be duplicated by the Board within 30 days after the Agreement is signed, and shall be presented to all employees now employed or hereafter employed.

E. Except otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws 1974, the Association recognizes that the Board has the responsibilities and Authority to manage and direct, on behalf of the public all operations and activities of the Ocean City School District to the extent authorized by law.

F. For salary purposes, anyone hired prior to February 17, shall be given credit for one full year of service on July 1, immediately following the hired date. For salary purpose anyone hired after February 17 shall be given credit for one full year of service on July 1, which immediately follows the first one-year anniversary marking date of hire. The employee hired after February 17, shall be given a lateral salary guide adjustment should any new salary guide go into effect prior to the July 1 specified in H (2) below.

G. Employees shall be notified of their contract and salary status for the ensuing school year no later than April 30.

1. All twelve (12) month employees shall receive notification of accumulative sick leave, vacation and personal days on August 1 and all ten (10) month employees shall receive the same information on September 1.

H. As of July 1, 1994 all unit members shall have a common anniversary date, namely July 1.

1. Anyone hired at any time between July 2 and June 30 of any year prior to July 1, 1994, shall receive one (1) vacation day for each month or major part of month worked since his or her last anniversary date.

2. Anyone hired on or before the 20th of any month shall receive credit for the full month.

I. During the course of the year the employee shall be given a minimum of three (3) weeks written notice if there is cause for termination of the contract. An employee who is resigning from employment in the school district shall give a minimum of three (3) weeks written notice to the Board. An employee who has resigned from employment in the school district and has not given a minimum of three (3) weeks written notice to the Board will forfeit any earned vacation for that school year as defined in Article 12 D.

J. To enhance the reward for continuous service in the school district, employees shall receive longevity pay as set forth as follows:

13-16 years -	2 percent of top step of Custodial Salary Guide
17 -19 years -	3 percent of top step of Custodial Salary Guide
20-22 years -	4.5 percent of top step of Custodial Salary Guide
23-25 years -	5.5 percent of top step of Custodial Salary Guide
26- 28 years -	7 percent of top step of Custodial Salary Guide
29 years -	8 percent of top step of Custodial Salary Guide
30 years -	10.5 percent of top step of Custodial Salary Guide

K. Normally, Support Staff may leave the building without requesting permission during their scheduled lunch periods so long as they make their absence and return known to their supervisor. The employee's whereabouts shall be made known to their supervisor at time of leaving. The employee may be recalled from lunch period in the event of an emergency. Nurse's aides shall not be covered by the provisions of this section unless a nurse will be present during the lunch period. (Letter attached)

L. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so in writing to be sent to the following addresses:

1. If by the Association

Board of Education
801 Asbury Avenue
Ocean City, NJ 08226

2. If by the Board:

Ocean City Educational
Supportive Staff Association
500 Atlantic Avenue
Ocean City, NJ 08226

M. No bargaining unit member shall be requested or permitted to work as a substitute teacher during their regular workday or work hours.

ARTICLE 24

SUPPORTIVE STAFF EVALUATION PROCEDURE

A. 1. All monitoring or observation of the work performance of a supportive staff employee shall be conducted openly and with full knowledge of the employee. The use of eavesdropping, public address, audio systems and similar surveillance devices shall be strictly prohibited.

2. Employees shall be given a copy of any evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it when possible. Normally, no such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

B. 1. An employee shall have the right upon request, to review the contents of his/her personnel file and to be provided copies of any documents contained therein, if requested. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every five (5) years, an employee shall have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Business Administrator or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain they shall be destroyed.

2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Business Administrator or his/her designee and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal reference, it shall not establish any separate personnel file which is not available for employee's inspection.

C. Any complaints regarding an employee made to any member of the administration by any parent, student or other person who is used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given the opportunity to respond and/or rebut such

complaint, and shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Whenever any employee is asked to appear by the Superintendent, Business Administrator, or Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reasons for such a meeting or interview. He/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. In the event that a meeting with an administrator is requested by an employee, concerning continued employment, the employee, at his/her discretion may be accompanied by a representative from the Association. The aforesaid procedures are in addition to all remedies provided support staff employees under law.

E. 1. All evaluations shall be addressed to the employee and shall follow a format as set forth in Board Policy.

2. For informational purposes, each employee shall be given a blank copy of the evaluation from each year of this Agreement on July 1 for twelve (12) month employees and on September 1 for ten (10) month employees.

ARTICLE 25

REPRESENTATION FEE

A. Purpose of Fee

If an Educational Support personnel 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 capital cost of services rendered by the Association as a majority representative.

B Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of 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 determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the Bargaining Unit. On or about January 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule

The Board will deduct from salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or 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 transmission of such fee to the Association will, as nearly as possible, be the same as those used for the 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 preceding thirty (30) day period. The list will include name, social security numbers, job titles, and dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfers, leave of absence, return from leave, retirement, resignation, separation from employment or death.

ARTICLE 26

STIPENDS

Supportive Staff members who perform extra curricular activities shall be reimbursed under the provisions of Schedule 6 of the Ocean City Teacher's Agreement.

Compensation for seasonal activities will be granted at the completion of said activity.

In the case of a negotiated salary stipend, one-half the stipend will be granted in December, one-half will be granted in June.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2001 and shall continue in effect until June 30, 2004.

In Witness whereof, the parties hereto have caused this Agreement to be signed by their respective President, attested to by their respective Representative, on the dates below.

OCEAN CITY EDUCATIONAL
SUPPORTIVE STAFF ASSOCIATION

OCEAN CITY BOARD OF EDUCATION

BY: _____
President

By: _____
President

By: _____

By: _____
Business Administrator

DATE: _____

DATE: _____