

A G R E E M E N T

BETWEEN:

BOARD OF EDUCATION OF VENTNOR  
CITY

and

VENTNOR CITY EDUCATION  
ASSOCIATION

DATED: *February 16,* 1970

LAW OFFICES  
**KIRKMAN, MULLIGAN, BELL & ARMSTRONG**  
ATLANTIC CITY, N. J.  
BOARDWALK NATIONAL BANK BUILDING

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NOT CIRCULATE

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THIS AGREEMENT made between the BOARD OF EDUCATION OF VENTNOR CITY, New Jersey, hereinafter called the Board, and the VENTNOR CITY EDUCATION ASSOCIATION, hereinafter called the Association,

WHEREAS, the parties hereto by their respective representatives have heretofore met for the purpose of negotiations in accordance with the "New Jersey Employer - Employee" Relations Acts, and have reached accord

NOW THEREFORE, the parties hereto agree as follows:

RECOGNITION

A. The Board hereby recognizes the Ventnor City Education Association and its designated agent as the exclusive bargaining representative in collective negotiation concerning the terms and conditions of employment for all certified teachers and nurses under contract,

specifically excluding:

- the Superintendent of Schools
- the Principals
- the Secretarial Staff, and
- the Custodial Staff

B. The term "Teachers", when used hereinafter in this Agreement, shall refer to all full time \* professional employees represented by the Ventnor City Education Association in the negotiating unit as above defined.

C. The term Board refers to the Ventnor City Board of Education.

\* fully certified teacher employed under contract by the Board for the full school day

Fidelity Union Skin  
100% Cotton

D. In the event either party desires to be represented by an agent at any meeting, it shall notify the other party at least fourteen (14) days prior to said meeting of the name or names of such agent.

#### GRIEVANCE PROCEDURES

##### 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 in obtaining the best possible education for their children, 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 staff of professional employees, the following procedures in furtherance of such policy. No employee of the Board of Education of the City 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 complaint by any employee of the Board of Education with any interpretation or application of this agreement.

2. The term "Employee" shall mean any regularly employed individual receiving compensation from the Board of Education of the City of Ventnor City, whether certificated or not, but shall not be deemed to include the solicitor for the Board of Education of the City of Ventnor City, the auditor for the Board of Education of the City of Ventnor City, the comptroller for the Board of

Education of the City of Ventnor City, the medical doctor or officer of the Board of Education of the City of Ventnor City, the dental officer of the Board of Education of the City of Ventnor City, nor any other professional not a member of the regular staff engaged by the Board to advise it in any specific or special matters on a part-time basis.

3. The term "immediate superior" shall mean the individual designated in this procedure covering the order of appeal except that where any individual serves more than one school in the Ventnor City Board of Education School System the term "immediate superior" shall mean the superintendent.

4. The term "next higher authority" shall mean the individuals in the order herein referred to in this procedure covering order of appeal.

5. The term "final authority" shall mean Board of Education of the City of Ventnor City.

6. The term "representative" shall mean any organization of which he is a member or individual designated by any employee as his or her spokesman provided, however, that the employee shall have designated such "representative" in writing and a copy of such authorization shall have been filed with the Board of Education of the City of Ventnor City, or with the individual conducting any hearing prior to the holding of such hearing.

C. PROCEDURE

1. Order of Appeals: The following shall be the order of appeal in all cases involving aggrieved professional employees:

(a) From a teacher to the Department Head if there be one; thence, from the Department Head to the principal of the school; thence, from the principal of the school to the superintendent of schools; thence, from the superintendent of schools to the Board of Education of the City of Ventnor City;

(b) From the Department Head, school nurse, attendance officer, psychologist and librarian to the principal of the school; thence, from the principal of the school to the superintendent of schools; thence, from the superintendent of schools to the Board of Education of the City of Ventnor City;

(c) From the principal of the school to the superintendent of schools; thence, from the superintendent of schools to the Board of Education of the City of Ventnor City;

(d) From the superintendent of schools to the Board of Education of the City of Ventnor City.

2. Any employee who has a grievance shall in the first instance discuss the matter orally with his immediate superior; his written grievance to be filed with said superior within fifteen (15) days of occurrence of said grievance. If the matter is satisfactorily resolved within a period of five (5) days, no further proceedings shall be had.

3. If the grievance is not satisfactorily resolved within said five (5) day period, then the employee's immediate superior shall reduce his decision to writing. A copy of the decision of the immediate superior shall be given to the employee and copies of the grievance and the decision shall within five (5) days, be forwarded to the next higher authority.

4. Within ten (10) days after receipt of a grievance by the next higher authority, a meeting shall be scheduled for a resolution of the grievance at which meeting the aggrieved employee and his immediate superior shall present their case. The next higher authority shall within ten (10) days after such hearing render a written decision and shall furnish copies thereof to the aggrieved employee and his immediately superior.

5. Where the next higher authority is not the final authority further appeals may be taken until the final authority has been reached. In each case where further appeals are taken, said appeals shall be taken and disposed of within the time periods and in the manner set forth above.

6. Where an appeal is to be taken to the final authority, copies of the grievance, appeals and decisions previously rendered shall be forwarded by the aggrieved party to the Secretary of the Board of Education together with a written statement of the basis of the appeal to the Board. A copy of the statement of the appeal to the Board shall be served upon the last authority rendering a decision in the matter.

7. The Board Secretary shall, upon receipt of such appeals, forthwith notify the Final Authority and that Authority shall, within fifteen (15) days thereafter fix a time and place of hearing.

At the hearing, all parties, including the aggrieved employee, his immediate superior, and the next higher authority shall have the right to be heard.

Within fifteen (15) days after the hearing, a determination shall be made and all parties shall be notified in writing of the determination.

The determination of the Final Authority shall be binding and conclusive on all parties, except that nothing herein contained shall be deemed to deny to any party any rights provided under provisions of State law or under any administrative regulations or determinations of the Commissioner of Education or the State Board of Education.

8. At any stage of the Grievance Procedure, the aggrieved party shall have the right to summon and have present witnesses on his behalf. The aggrieved employee shall have the right to be represented by counsel and to have speak on his behalf his "representative".

The right of a "representative" to speak on behalf of an aggrieved employee shall not include the right to conduct examination, cross-examination, or to otherwise participate in the proceedings unless said "representative" is a duly authorized member of the Bar of the State of New Jersey. Where an aggrieved employee has in attendance at any hearing both a "representative" and an attorney, and the "representative" is also an attorney, the right of participation in the hearings shall be limited to the attorney, the "representative" having only the right to speak.

9. Nothing contained in this Grievance Procedure shall be deemed to require any employee to become a member of any organization and any employee of the Board shall be entitled to a hearing under this Grievance Procedure whether a member of any organization or not.

10. Whenever any requirements of the State Department of Education or of any law enacted by the Legislature of the State

of New Jersey provides 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.

11. Whenever any requirements of the State Department of Education or of any enactment by the Legislature of New Jersey are contrary to the provisions of this Procedure, then such requirements shall be deemed to supersede this Procedure and such requirements shall be substituted in place of the provisions set forth herein.

#### DEDUCTIONS FROM SALARY

A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Ventnor City Education Association, The Atlantic County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Ventnor City Education Association by the 15th of each month following the monthly pay period in which deductions were made. Upon transmittal of said funds to the treasurer, the Board is relieved from any responsibility for the proper application of said funds, and it is specifically agreed that the treasurer of the Ventnor City Education Association is the agent of the individual teacher and not of the Board. The Association treasurer



shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth below:

AUTHORIZATION  
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

School Bldg. \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer \_\_\_\_\_ Board of Education

I hereby request and authorize the above named disbursing officer 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 the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer 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 governing board and all of its officers from any liability therefor.

I designate the Ventnor City Education Association to receive dues and distribute according to the organization(s) indicated:

Ventnor City Education Association ( )  
Atlantic County Education Association ( )  
New Jersey Education Association ( )  
National Education Association ( )

2. 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 sixty (60) days' written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

#### SALARIES

The below listed scale for teachers in fourteen (14) steps is agreed by the parties to be the scale for teachers. There shall be an immediate adjustment to the scale. In addition to the below salary scale, teachers shall continue to receive the payment on individual Public and School Employees Health *a.s.* Benefits program. Further, in addition to the below listed salary scale, teachers shall receive longevity pay in the following manner:

After Twelve (12) years of Ventnor service - \$100.00

After Twenty (20) years of Ventnor Service -\$300.00

After Thirty (30) years of Ventnor Service - \$600.00

SALARY SCALE FOR TEACHERS

STEP	NO DEGREE	DEGREE	+ 30	MASTERS	+ 30	DOCTORATE
1	5400	7000	7300	7600	7900	8200
2	5700	7300	7600	7900	8200	8500
3	6000	7600	7900	8200	8500	8800
4	6300	7900	8200	8500	8800	9100
5	6600	8200	8500	8800	9100	9400
6	6900	8500	8800	9100	9400	9700
7	7200	8850	9150	9450	9750	10050
8	7500	9200	9500	9800	10100	10400
9	7800	9550	9850	10150	10450	10750
10	8100	9900	10200	10500	10800	11100
11	8400	10300	10600	10900	11200	11500
12	8700	10700	11000	11300	11600	11900
13	9000	11100	11400	11700	12000	12300
14	9600	11500	11800	12100	12400	12700

Degree status is obtained upon the actual conferring of the degree and not the credit or experience equivalent.

The term of this agreement shall be the 1970 - 1971 school year.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this *16<sup>th</sup>* day of *February* 1970.

BOARD OF EDUCATION OF VENTNOR CITY

BY: *William Thompson*  
 William Thompson, President

VENTNOR CITY EDUCATION ASSOCIATION

BY: *Ann Solkin*  
 President

KIRKMAN, MULLIGAN  
 BELL & ARMSTRONG  
 COUNSELLORS-AT-LAW  
 ATLANTIC CITY, N. J.