

VENTNOR SUPPORTIVE STAFF ASSOCIATION

## CONTRACT AGREEMENT

1978-1979

1979-1980

Atlantic County

Secretaries

This agreement is 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:

## PART I - GENERAL PROVISIONS

A. RECOGNITION

1. Unit Definition - 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, Drivers, Food Service Attendants, Librarian Assistants, Secretaries, Custodians, Attendance Officers and Bookkeepers and all other nonsupervisory 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 personnel (business manager, food services coordinator, etc.), and the superintendent's secretary.

2. Employee Definition - 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 above.

B. NEGOTIATIONS PROCEDURE

1. 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. Such negotiations shall begin not later than October 4, 1979. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the President of the Ventnor City Board of Education and the President of the Ventnor Supportive Staff Association.

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

3. Representatives - Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties shall advise, in writing, prior to October 4, 1979, who their representatives and advisors shall be and no change or additions to the parties shall be made without prior written notice. If outside professional or semi-professional assistance is desired, written notice shall be given at least fourteen (14) days prior to the next meeting. The parties mutually pledge that their representatives shall have all necessary power and authority to make and consider proposals in the course of negotiations.

4. 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.

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

Sample

I. Position Summary:

The classroom aide assists the teacher to achieve teaching objectives by working with individual students or small groups to help them achieve the skill levels of the class as a whole.

II. Principle Duties and Responsibilities:

- A. Administers, scores, and records such achievement and diagnostic tests that the teacher recommends for individual students.
- B. Works with individual students or small groups of students to reinforce learning of material or skills initially introduced by the teacher.
- C. Assists the teacher in devising special strategies for reinforcing material or skills based on a sympathetic understanding of individual students, their needs, interests, and abilities.
- D. Guides independent study, enrichment work, and remedial work set up and assigned by the teacher.
- E. Checks notebooks, corrects papers, and supervises testing and makeup work, as assigned by the teacher.
- F. Assists with such large group activities as drill work, reading aloud, and story telling.
- G. Serves as the chief source of information and help to any substitute teacher assigned in the absence of the regular teacher.
- H. Alerts the regular teacher to any problem or special information about an individual student.
- I. Maintains the same high level of ethical behavior and confidentiality of information about students as is expected of fully licensed teachers.
- J. Participates in inservice training programs, as assigned.
- K. Other duties as may be assigned by the classroom teacher and/or building principal.

III. Supervision Received:

Works under the direction of the classroom teacher to whom is assigned.

Approved: \_\_\_\_\_  
(supervisor of position described above) (date of signing)

Acknowledged: \_\_\_\_\_  
(employee as of date of signing) (date of signing)

COLLATERAL RESPONSIBILITIES

1. For additional duty as Audio-Visual Coordinator, the designee will be paid \$75.00 per month for each month worked.
2. For additional responsibility as Head Custodian, the Custodian so designated will be paid \$50.00 per month for each month worked.

It is agreed that in succeeding years, the amount to be paid for collateral responsibilities shall be negotiated by the individuals involved and administration.

SUPPORTIVE STAFF  
EMPLOYEE EVALUATION FORM

77

- Needs to improve to meet minimum requirements
- Meets requirements
- Exceeds requirements
- Far exceeds requirements
- Does not apply

	X	A	B	C	D	
EDGE OF OWN WORK						
EDGE OF RELATED WORK						
ICATION OF PRACTICAL KNOWLEDGE						
ICING ACCEPTABLE WORK - QUALITY						
ICING ACCEPTABLE WORK - QUANTITY						
NING AND ORGANIZING WORK						
ING SKILL						
COMMUNICATION SKILL						
PTING RESPONSIBILITY						
ING WITHOUT CLOSE SUPERVISION						
ING WITH OTHERS						
ING CHANGING DEMANDS						

COMMENTS

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SUPERVISOR

DATE

EMPLOYEE

DATE

SA BENEFITS PROGRAMS

**PRESCRIPTION DRUG EXPENSE INSURANCE**

- Provides payment of 100% for eligible prescription drug charges in excess of deductible of \$1.00 per prescription.

**THE FOLLOWING 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 average wholesale cost of the ingredient to the dispensing pharmacist, plus a professional or dispensing fee, plus sales tax (if applicable) for each covered prescription lawfully dispensed;
- Charges which are not excluded charges and are not otherwise excluded.

APPROXIMATE MONTHLY COST (computed at 1/12th of Annual).  
Plan requires participation by at least 75% of eligible employees.  
(Family units optional per employee.)

**LIMITATIONS**

- 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:
  - (a) 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 prescriber's directions such amount would exceed a 34 day supply:
    - Nitroglycerine
    - Phenobarbital
    - Thyroid and Synthetics
    - Digitalis and Derivatives
    - Orinase
    - Diabinese
    - DBI, DGI-TD
    - Dymelor
    - Tolinase
  - (b) Insulin may be prescribed in an amount not to exceed one vial.

See reverse for exclusions.

JOHN SCIBAL  
T S A CONSULTANT  
1334 TILTON ROAD  
NORTHFIELD, N. J. 08225

## C. GRIEVANCES AND APPEALS

1. 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 the City of Ventnor City invoking these procedures shall be subject to any prejudicial or punitive action by reason of invoking such procedures.

### 2. Definitions

a. 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 not an integral part of the contract.

b. The term "Immediate Supervisor" shall mean the individual designated below in the paragraph entitled "Order of Appeal". The immediate supervisor for the Food Service Coordinator, the Payroll Secretary, and the Bookkeeper shall be the Office Manager of the Board of Education. The immediate supervisor for all other employees shall be the Principal or the Assistant Principal of the school to which they are usually assigned.

c. The term "final authority" shall mean the Tripartisan Committee composed of a Board member, an Association member and a third member chosen by mutual consent of the first two committee persons and who is a resident of Ventnor City. The Board reserves the right to select its member representative. The Committee reserves the right to select, by mutual consent, the third representative. The third representative shall act as chairman of the "final authority" or the Tripartisan Committee.



d. Upon the signing of this contract by the President of the Ventnor City Board of Education and the President of the Ventnor Supportive Staff Association, the committee member from the Board and the committee member from the Association shall be announced. Within thirty (30) days, the third member, not a member of the Board or the Association, but a Ventnor resident and chosen by the other two committee members, will be announced.

e. The term "representative" shall mean any organization of which he or she 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, and/or with the individual(s) conducting any hearing, prior to the holding of such hearing.

3. Order of Appeal - For anyone reporting to the Office Manager, grievances will be processed to the Office Manager, thence to the Board, and then, if necessary, to the Tri-Partisan Committee. For anyone else, the grievance is processed to the Principal of the school, then the Superintendent, then to the Board, and then, if necessary, to the Tripartisan Committee.

4. Procedure -

a. Any employee who has a grievance shall first discuss the matter orally with his immediate supervisor. If satisfaction is not afforded, a written grievance shall be filed with said supervisor within ten (10) work days of the occurrence of said grievance. If the matter is satisfactorily resolved within a period of ten (10) work days, no further proceedings shall be necessary.

b. If the grievance is not satisfactorily resolved within ten (10) work days, the employee's immediate supervisor shall reduce his decision to writing and forward it to the employee. Copies of the grievance and the decision shall be forwarded to the next higher authority within ten (10) work days.

c. Withing ten (10) work days after receipt of the grievance and the first level decision by the next higher authority, a meeting shall be scheduled for a resolution of the grievance. At this meeting, the aggrieved employee and his immediate supervisor shall present their case.

d. The next higher authority shall, within ten (10) work days after such a hearing, render a written decision to the aggrieved employee and his immediate supervisor. Copies of all written material will be forwarded to the next higher authority within ten (10) work days. Where the next higher authority is not the final authority, further appeals may be taken until the final authority is the last step.

e. The Board Secretary shall, upon receipt of such an appeal, notify the Chairman of the Final Authority, which is the Tripartisan Committee, and that outhority shall, within ten (10) work days thereafter, fix a time and a place of hearing.

1. At the hearing, all parties, including the aggrieved employee, his or her immediate supervisor, his or her designated spokesman, and the next higher authority shall have the right to be heard.

2. Within ten (10) work days after the hearing, a determination shall be made and all parties notified in writing of the determination.

3. The determination of the final authority, the Tripartisan Committee, shall be binding and conclusive on all parties, except that nothing contained herein shall be deemed to deny 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.

f. At any stage of the Grievance Procedure, either party shall have the right to summon and have present witnesses on his or her behalf. The aggrieved employee shall have the right to be represented by legal counsel and to have speak on his or her behalf, his or her "representative" registered as such in the Board of Education office. If legal counsel is to represent the employee or the Board, 48 hour written notice shall be provided the Board Secretary and the official at the level of the grievance. This Board official may also be represented by legal counsel.

5. Law

a. Nothing contained in this Grievance Article shall be deemed to require any employee covered by this agreement to become a member of the Association.

b. 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.

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

D. EMPLOYEE RIGHTS AND PRIVILEGES

1. Non-Discrimination - 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, join and 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 laws of the State of New Jersey, the Board undertakes and agrees that it shall not, directly or indirectly, discourage 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 or 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 or her membership in the Association and its affiliates, his or her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Legal Rights - Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or 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.

3. Disciplinary Action - 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, at the option of the employee, be subject to the grievance procedure.

E. ASSOCIATION RIGHTS AND PRIVILEGES

1. 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.

2. Released Time for Meetings - If a representative of the Association or an employee desires to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he or she shall request such time as is required from his or her immediate supervisor. If approved, he or she shall suffer no loss in pay.

3. Use of School Buildings - The Association and its representatives may have the privilege of using school buildings for meetings under the same criteria used for general public building usage. Approval shall be requested in writing from the Board Office and the Principal of the building in question in advance of the time and place of all such meetings.

4. 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.

5. 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.

6. Mail Facilities and Mail Boxes - The Association shall have the privilege of using the inter-school mail facilities and school mail boxes as deems necessary with the approval of the building principals.

7. 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.

F. MISCELLANEOUS GENERAL PROVISIONS

1. 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.

2. 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 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.

3. 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.

## PART II - SPECIAL PROVISIONS

### A. EMPLOYMENT

1. Individual Contract - Each employee of the Board shall receive a supplemental written contract, in the form set forth in Addendum No. 1 attached herewith, stating as a minimum: his or her work assignment, base salary consideration, collateral duties, days off, etc.

2. Job Description - Each employee shall receive four (4) copies of a written job description, referred to in the supplemental written contract, signed and dated by his or her immediate supervisor. See addendum #2.

3. Acknowledgements - Each employee will sign, date, and return all four (4) copies of his or her contract. Each employee will sign, date and return four copies of his or her job description acknowledging the duties set forth therein. Employee's copy of his or her contract and job description will be returned when signed by the Board Secretary and the Presiden of the Board.

4. Rehires - Each employee covered under this Agreement who is to be rehired for the coming year will receive his or her contract, with his or her job description by April 30th and he or 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 may indicate that the employee is not satisfied with the terms therein and may be cause to terminate the employee at the end of the current contract.

5. 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 and the reasons therefore.



**B. COMPENSATION**

1. Salaries - The salary of each job classification covered by this Agreement is set forth below:

<u>Job Classification</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
Clerk	\$430	\$460	\$490	\$520	\$550	\$580	\$610	\$640
Aide	440	470	500	530	560	590	620	650
Van Driver	470	500	530	560	590	620	650	680
Food Service Att./ Matron	490	520	550	580	610	640	670	700
Librarian Asst.	535	575	615	655	695	735	775	815
Secretary	535	575	615	655	695	735	775	815
Attendance Officer	535	575	615	655	695	735	775	815
Custodian	555	595	635	675	715	755	795	835
Payroll Secretary	560	600	640	680	720	760	800	840

The above guide will be adopted for the 1978/79 and the 1979/80 school years under the following conditions:

1. No employee will move above step 7 for the 78/79 year.
2. If the Philadelphia/South Jersey All Items cost-of-living index,, as published by the U.S. Dept. of Labor, Bureau of Labor Statistics, increases in excess of 5.2% between July 1, 1978 and June 30, 1979, the entire guide will be increased for 79/80 by the amount exceeding the 5.2% figure. (For example, assume that the increase in the Phila.S.J. cost-of-living index between 7/1/78 and 6/30/79 is 6.3%. This exceeds the 5.2% figure by 1.1%. All figures therefore, in the above guide will be increased by 1.1% and 79/80 salaries will be computed on the adjusted guide.. If the increase in the cost-of-living index is 5.2%, or lower, all figures in the above guide will remain intact for the 79/80 year. This is not to be a monthly consideration, but a one year adjustment.)

3. All salaries are indicated as dollars/month. Ten (10) month employees will multiply the figure indicated by 10, 11-month employees by 11, and 12-month employees by 12 to get their annual salaries.

4. Placement on Salary Schedule - Each employee shall be placed on his proper step of the salary schedule as of July 1, August 1, or September 1, depending on the number of calendar months in his/her particular contract. An employee on the rolls 120 work days of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

5. Method of Payment -

a. Each employee shall receive his or her salary in equal payments no later than the fifteenth and the last work day of each month for each of the months they are employed.

b. 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."

6. Longevity - In addition to the base salary scale listed above, longevity will be paid as follows:

- a. After 15 years of Ventnor service - \$400/year
- b. After 20 years of Ventnor service - \$500/year
- c. After 25 years of Ventnor service - \$600/year
- d. After 30 years of Ventnor service - \$1000/year

7. Collateral Responsibilities - Collateral responsibilities shall be set forth in Addendum No. 6, attached hereto and made part hereof.

C. DEDUCTIONS FROM SALARY

1. 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.

2. Employee Authorization - Employee authorization shall be in writing in the form set forth in Addendum No. 3.

3. 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.

4. Discontinuanace 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.

D. WORK DAY

1. Hours - Each individual contract will show the starting and finishing time of the employee involved. No regular work will be required before 6:00 A.M. and no regular work will be required after 6:00 P.M. No employee shall be required to work in excess of 8 hours/day or 40 hours/week, unless he or she is paid overtime.

2. Overtime - The overtime rate shall be  $1\frac{1}{2}$  times the hourly rate. The hourly rate is obtained by first multiplying the monthly salary shown under paragraph B1 by 12 (the number of months in a year) and then dividing the product by 52 (the number of weeks in a year) to obtain a weekly rate. This weekly rate then shall be divided by the number of hours worked. Employees on duty 8 hours with a 1-hour duty free lunch period shall be considered to be in a work status only 7 hours. Therefore, the weekly salary determined above shall be divided by 35 hours to determine the regular hourly rate. Monthly, weekly, hourly and overtime rates shall be shown on the individual contracts. No overtime rate will be in effect on a daily basis until after completion of the 8th work hour and on a weekly basis until after completion of the 40th work hour.

3. Overtime Approval - Every effort shall be made to reach mutual agreement for overtime assignment, but the immediate supervisor reserves the right to order the employee to work overtime when, in the supervisor's judgement, the work is necessary.

4. Lunch 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.

E. LEAVE OF ABSENCE

1. Vacations - Employees shall be eligible for vacation on the following basis:

a. All 12-month employees shall be entitled to 1 day for each month worked, amounting to 12 work days vacation, upon completion of their first year of employment. This entitlement shall continue until the 10th year of employment. From, and including the 10th year, and until 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. Following the 15th 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 20 work days vacation per year.

b. Vacation eligibility, as to the number of days of entitlement, shall be determined as of the first 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 or she earned the year before.

2. Employees desiring to carry over unused vacation must ask for and receive the approval of their immediate supervisor.

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 one week in advance and must have the approval of the immediate supervisor.

g. The Board Secretary shall provide each employee with a written accounting of his/her accumulated vacation time at the time the employee is given his contract and position description. Discrepancies must be resolved at this time.

h. 10 and 11 month employees are not eligible for vacations. 10 month employees shall be required to work from September 1st to June 30th of the contract year. Matrons, however, will start five (5) work days prior to September 1st and will be released for the year five (5) work days prior to July 1st. In the event that the immediate supervisor requests the presence of a 10 month employee during a day or days when the school is closed for a holiday, the employee may choose to take compensatory time equivalent to the time spent on the job; however, compensatory time must be taken off within the contract year or the employee will lose his/her entitlement. If the employee fails to take his/her compensatory time within the contract year due to the immediate supervisor requesting the employee stay on the job, the employee shall be reimbursed at the end of the contract year by the daily/hourly or weekly salary as set forth in the individual contract. Unless there is good and sufficient reason, supervisors may not deny an employee the right to take off, at his/her discretion, compensatory time earned.

i. 11-month employees shall work the same as the 10-month employees detailed above except that 11-month employees are required to work when the certified teaching staff is not in session from the date school closes in June until the date school opens in September as detailed in their individual written contract.

2. Holidays - The holiday schedule shall be established by the school calendar and shall include all the official school holidays. Supportive Staff employees may work when school is closed for other than an official holiday during the Thanksgiving, Christmas and Easter periods as detailed in their individual contracts.

3. Sick Leave - Employees covered by this Agreement shall be entitled to one (1) sick day per month of employment.

a. 12-month employees shall accumulate a maximum of 12 days per year; 11-month employees shall accumulate a maximum of 11 days per year, and 10-month employees shall accumulate a maximum of 10 days per year.

b. Employees covered under this Agreement shall be entitled to two (2) additional sick leave days per contract year. Days earned in this manner may not be accumulated and may be used only after the annual maximum has been exhausted and before any days carried forward from prior years.

c. Unused sick leave may be accumulated from year to year with no limitation.

d. The Board Secretary shall provide each employee with a written accounting of his or her accumulated sick leave at the time the employee is given his or her contract and position description. Discrepancies must be resolved at this time.

e. Compensation for unused accumulated sick leave will be paid for at retirement only, under the following conditions:

1. After 30 years of service with the Ventnor City Board of Education, an employee at retirement will be compensated for three-fourths of the total days of unused accumulated sick leave at \$23 per day.

2. After 25 years of service with the Ventnor City Board of Education, an employee sixty or more years of age at retirement will be compensated for one-half the total days of accumulated unused sick leave at \$23 per day.

EMPLOYMENT CONTRACT

#1

Classified Staff

Tenure Employee

Educational

Admin. /Clerical

Maintenance

Non-Tenure Employee

It is agreed between the Board of Education of Ventnor City, New Jersey (County of Atlantic), 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: \_\_\_\_\_ O/T Rate: \_\_\_\_\_  
Collateral Duties: \_\_\_\_\_  
Additional Salary for Collateral Duties: \_\_\_\_\_ Longevity: \_\_\_\_\_  
Payment Schedule: Total Salary \$ \_\_\_\_\_ in \_\_\_\_\_ installments  
Location Assigned: \_\_\_\_\_  
Personal Days Earned Per Term: \_\_\_\_\_ Sick leave: \_\_\_\_\_  
Days Off for Death in Immediate Family: \_\_\_\_\_  
Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving (2), Christmas  
Vacation Details: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
License Requirements: \_\_\_\_\_  
Job Duties: \_\_\_\_\_  
Special Conditions: \_\_\_\_\_

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 1 \_\_\_\_\_ any non-tenured employee 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 they 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: (Admin., Cler. & Maint.) Copy Distribution: (Educational)  
Orig. Business Office (Payroll) Orig. Superintendent of Schools  
1st cc: Business Office (Personnel File) 1st cc: Business Office (Payroll)  
2nd cc: Party of the Second Part 2nd cc: Party of the Second Part  
3rd cc: Superintendent of Schools 3rd cc: Business Office (Personnel File)



### G. EMPLOYEE EVALUATIONS

1. Schedule - Each employee will be evaluated by their immediate supervisor in the form set forth in Addendum No. 5 according to the schedule listed below:

- |                                    |                           |
|------------------------------------|---------------------------|
| a. First year employees            | 1 Dec., 1 Feb., & 1 April |
| b. Second and third year employees | 1 Dec. & 1 April          |
| c. Tenure Employees                | 1 April                   |

2. Employee Rights - The employee will have the right to see his or her evaluation, discuss it with the supervisor involved before it becomes a matter of record and grieve it if he or she is not satisfied.

3. Copy and Acknowledgement - The employee will be given a copy of the evaluation and acknowledge and date the original for the record.

### H. TENURE AND SENIORITY

1. Tenure - All employees covered by this Agreement will receive tenure as allowed by law upon satisfactory completion of three "academic" years and one day of continuous employment in the Ventnor City School District.

#### 2. Seniority

a. Employees with tenure will have seniority in this school district within their job title classifications and within lower level (see paragraph B1) job classifications for which they are qualified. Seniority or retention listings shall be available for inspection by any employee with tenure, at any time, for the employee's job title classification and/or any lower job title classification for which he or she is qualified. Seniority shall be based on the "entrance on duty" date within this district except for veterans in accordance with NJSA, 18A:29-11, Credit for Military Service.

b. Tenured employee loses seniority within this school district only if he or she resigns or is discharged for cause.

c. Tenure employees who are granted extended leaves of absence, not to exceed two (2) years from the date of inception, will return to the seniority level in effect at commencement of absence, only with the approval of the Board.

3. Reduction in Force - In the event of a Reduction in Force, tenured employees covered by this Agreement shall be laid off in the inverse order of seniority of the employees within their job title classifications as listed on the salary schedule.

4. Non-Tenure Employees - Non-tenured employees do not have any seniority rights.

#### I. REDUCTION IN RANK OR JOB CLASSIFICATION

1. Just Cause - Employees shall not be reduced in rank or job classification without just cause.

2. Right to Grieve - Any employee reduced in rank or job classification, regardless of compensation, may file a grievance.

#### J. RESIGNATIONS

1. Notice - An employee who is resigning from his position shall give 30 days written notice.

2. Vacation Due - Earned vacation shall be paid according to the proportion of full months worked in the total contract year. If the notice is less than 30 days, no vacation time will be granted.

#### K. TERM OF CONTRACT

1. Effective Date-- This Agreement shall be effective as of July 1, 1978 and shall continue in effect until June 30, 1980, 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.

L. NEGOTIATIONS FOR THE NEXT SCHOOL YEAR

1. First Meeting - The first negotiation meeting for the 1980-81 school year shall be held in the Board Conference Room of the Lafayette School no later than October 4, 1979. At this first meeting, the Ventnor Supportive Staff Association will submit a written proposal of the scales and fringe benefits desired for the 1980-81 school term.

2. Conclusion Date - Every effort shall be made to conclude Board/ Association negotiations for next year by December 31, 1979 so that the budget submitted by the Board of Education to the Board of School Estimates will accurately reflect the true costs of operations for the school year 1980-81.

IN WITNESS WHEREOF the parties have set their hands and seals the

twenty-fifth (25<sup>th</sup>) day of January 1978

Board of Education of Ventnor City

By Loretta G. Sawtelle  
LORETTA SAWTELLE, PRESIDENT

Ventnor Supportive Staff Association

By Howard E. Foster  
HOWARD E. FOSTER, PRESIDENT

ATTEST:

Frank T. Finch  
FRANK T. FINCH, SECRETARY  
VENTNOR CITY BOARD OF EDUCATION