

2-0143

July 1, 74 - June 30, 75

Atlantic County

THIS BOOK DOES NOT CIRCULATE

PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 28th DAY June OF 1974, BY AND BETWEEN THE VOCATIONAL BOARD OF EDUCATION OF THE COUNTY OF ATLANTIC, THE STATE OF NEW JERSEY, HEREINAFTER CALLED THE "BOARD," AND THE ATLANTIC COUNTY AREA VOCATIONAL TECHNICAL SCHOOL EDUCATION ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION."

ARTICLE I

RECOGNITION

THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE REPRESENTATIVE FOR NEGOTIATION AS DEFINED IN N.J. PUBLIC LAW 303 OF 1968 FOR ALL CERTIFIED, FULL TIME, TEACHING PERSONNEL BUT EXCLUDING COORDINATORS WHO ARE RESPONSIBLE FOR THE SUPERVISION OF OTHERS, AND THE MDTA STAFF.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. DEADLINE DATE

THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATION OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH CHAPTER 303, PUBLIC LAWS 1968 IN GOOD FAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT OF TEACHERS. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN NOVEMBER 1ST OF THE CALENDAR YEAR PRECEDING THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL TEACHERS, BE REDUCED TO WRITING, BE SIGNED BY THE BOARD AND THE ASSOCIATION, AND BE ADOPTED BY THE BOARD.

B. MODIFICATION

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.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

THE BOARD AGREES TO FURNISH THE ASSOCIATION PRESIDENT COPIES OF THE BOARD MINUTES OF THE PUBLIC BOARD MEETINGS AND ACCESS TO ALL DOCUMENTS REFERRED TO THEREIN.

LIBRARY
Institute of Management and
Labor Relations

APR 23 1975

RUTGERS UNIVERSITY

B. RELEASED TIME FOR MEETINGS

WHENEVER ANY REPRESENTATIVE OF THE ASSOCIATION OF ANY TEACHER PARTICIPATES DURING WORKING HOURS IN NEGOTIATIONS OR GRIEVANCE PROCEEDINGS, WITH THE CONSENT OF THE DIRECTOR: HE SHALL SUFFER NO LOSS IN PAY.

C. USE OF SCHOOL BUILDINGS

THE ASSOCIATION AND ITS REPRESENTATIVES SHALL HAVE THE RIGHT TO USE SCHOOL BUILDINGS AT TIMES THAT WILL NOT INTERFERE WITH SCHOOL ACTIVITIES OR PROGRAMS. THE PRINCIPAL OF THE BUILDING IN QUESTION SHALL BE NOTIFIED ONE WEEK IN ADVANCE OF THE TIME AND PLACE OF ALL SUCH MEETINGS.

D. USE OF SCHOOL EQUIPMENT

THE ASSOCIATION SHALL HAVE THE RIGHT TO USE SUCH SCHOOL FACILITIES AND EQUIPMENT, INCLUDING TYPEWRITERS, DUPLICATING EQUIPMENT, CALCULATING MACHINE, (AUDIO-VISUAL EQUIPMENT) AT TIMES DESIGNATED BY THE PRINCIPAL WHEN SUCH EQUIPMENT IS NOT OTHERWISE IN USE. THE ASSOCIATION AGREES TO PAY FOR SUPPLIES AND BE LIABLE FOR ANY DAMAGE TO EQUIPMENT. ALL EQUIPMENT SHALL BE USED ON THE SCHOOL PREMISES.

E. ORIENTATION PROGRAMS

DURING ORIENTATION MEETINGS AT THE BEGINNING OF EACH ACADEMIC YEAR, THE ASSOCIATION SHALL BE PROVIDED WITH A REASONABLE PERIOD TIME, AS DETERMINED BY THE PRINCIPAL FOR ASSOCIATION BUSINESS.

ARTICLE 4

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

A grievance is a claim or complaint by a member of the bargaining unit or the association based upon an alleged misinterpretation or misapplication of this agreement, administrative decisions, or policies of the Board of Education related to terms and conditions of employment. Non-reappointment of non-tenure members of the bargaining unit will not be a subject of a grievance.

2. GRIEVANT

A GRIEVANT IS THE PERSON OR PERSONS OR THE ASSOCIATION MAKING THE CLAIM.

3. PARTY IN INTEREST

A PARTY IN INTEREST IS THE PERSON OR PERSONS MAKING THE CLAIM AND ANY PERSON INCLUDING THE ASSOCIATION OR THE BOARD, WHO MIGHT BE REQUIRED TO TAKE ACTION OR AGAINST WHOM ACTION MAY BE TAKEN IN ORDER TO RESOLVE THE CLAIM.

B. PURPOSE

THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE PROBLEMS WHICH MAY FROM TIME TO TIME ARISE AFFECTING TEACHERS. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE KEPT INFORMAL AND CONFIDENTIAL

C. PROCEDURE

1. TIME LIMITS

THE NUMBER OF DAYS INDICATED AT EACH LEVEL SHOULD BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT SHOULD BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS SPECIFIED MAY, HOWEVER BE EXTENDED BY MUTUAL AGREEMENT.

2. LEVEL 1

A TEACHER WITH A GRIEVANCE SHALL FIRST DISCUSS IT WITH HIS PRINCIPAL OR IMMEDIATE SUPERIOR WITHIN 30 DAYS OF THE ALLEGED ACT WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY.

3. LEVEL 2

IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT LEVEL 1, OR IF NO DECISION HAS BEEN RENDERED WITHIN SEVEN (7) SCHOOL DAYS, THE GRIEVANT SHALL PREPARE A LETTER TO SIMPLY AND CONCISELY STATE THE GRIEVANCE AND CONTAIN A STATEMENT OF THE RELIEF SOUGHT. THE GRIEVANT OR THE ASSOCIATION SHALL REFER SAID LETTER TO THE BOARD'S CHIEF ADMINISTRATIVE OFFICER WITHIN SEVEN (7) SCHOOL DAYS.

4. LEVEL 3

IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE DISPOSITION OF HIS GRIEVANCE AT LEVEL 2, OR NO DECISION HAS BEEN REACHED WITHIN SEVEN (7) SCHOOL DAYS, THE GRIEVANCE MAY BE REFERRED TO THE BOARD OF EDUCATION THRU THEIR SECRETARY FOR FURTHER CONSIDERATION.

IF NO SATISFACTION BY MUTUAL AGREEMENT IS REALIZED WITHIN (30) SCHOOL DAYS THE GRIEVANCE WILL GO TO ARBITRATION BY THE WRITTEN REQUEST OF THE AGGRIEVED PERSON OR THE ASSOCIATION. COPIES OF SUCH REQUEST SHALL BE SENT TO ALL PARTIES AT INTEREST.

5. LEVEL 4

A. WITHIN TEN (10) SCHOOL DAYS AFTER SUCH WRITTEN NOTICE OF SUBMISSION TO ARBITRATION, THE BOARD AND THE GRIEVANT SHALL ATTEMPT TO AGREE UPON A MUTUALLY ACCEPTABLE ARBITRATOR AND SHALL OBTAIN A COMMITMENT FROM SAID ARBITRATOR TO SERVE. IF THE PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR OR TO OBTAIN SUCH A COMMITMENT WITHIN THE SPECIFIED PERIOD, A REQUEST FOR A LIST OF ARBITRATORS MAY BE MADE TO THE AMERICAN ARBITRATION ASSOCIATION BY EITHER PARTY. THE PARTIES SHALL THEN BE BOUND BY THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION IN THE SELECTION OF AN ARBITRATOR.

B. THE ARBITRATOR SO SELECTED SHALL CONFER WITH THE REPRESENTATIVES OF THE BOARD AND SHALL ISSUE HIS DECISION NOT LATER THAN TWENTY (20) 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 HAVE BEEN SUBMITTED TO HIM. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SHALL 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 COMMISSION OF AN ACT PROHIBITED BY LAW OR WHICH IS VIOLATIVE OF THE TERMS OF THIS AGREEMENT. THE DECISION OF THE ARBITRATOR SHALL BE SUBMITTED TO THE BOARD AND THE ASSOCIATION AND SHALL BE ADVISORY ON THE PARTIES.

C. THE FEES AND EXPENSES OF THE ARBITRATOR SHALL BE SHARED EQUALLY BY THE BOARD AND THE GRIEVANT.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. TEACHER AND ASSOCIATION

ANY AGGRIEVED PERSON MAY BE REPRESENTED AT ALL STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, OR, AT HIS OPTION, BY A REPRESENTATIVE SELECTED BY THE GRIEVANT.

2. REPRISALS

NO REPRISALS OF ANY KIND SHALL BE TAKEN BY THE BOARD, OR ANY MEMBER OF THE ADMINISTRATION, OR THE ASSOCIATION AGAINST ANY PARTY IN INTEREST, OR ANY REPRESENTATIVE, ANY MEMBER OF THE ASSOCIATION, OR ANY OTHER PARTICIPANT IN THE GRIEVANCE PROCEDURE BY REASON OF SUCH PARTICIPATION.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

IF IN THE JUDGMENT OF THE BOARD OF EDUCATION, OR THE ASSOCIATION A GRIEVANCE AFFECTS A GROUP OR CLASS OF TEACHERS, THE GRIEVANCE MAY BE ENTERED AND PROCESSED DIRECTLY AT LEVEL TWO OF THE GRIEVANCE PROCEDURE.

2. WRITTEN DECISIONS

DECISIONS RENDERED AT EACH LEVEL SHALL BE IN WRITING SETTING FORTH THE DECISION AND THE REASONS THEREFORE AND SHALL BE TRANSMITTED TO THE GRIEVANT WITHIN SEVEN (7) SCHOOL DAYS OF THE DECISION.

3. SEPARATE GRIEVANCE FILE

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.

4. MEETINGS

ALL MEETINGS UNDER THIS PROCEDURE SHALL NOT BE CONDUCTED IN PUBLIC AND SHALL INCLUDE ONLY SUCH PARTIES IN INTEREST AND THEIR REPRESENTATIVES.

5. TIME LIMIT

GRIEVANCES NOT PROCESSED WITHIN THE PRESCRIBED PERIOD OF TIME SHALL CONSTITUTE A WAIVER OF THE GRIEVANCE.

ARTICLE 5

MISCELLANEOUS PROVISIONS

A. SAVINGS CLAUSE

EXCEPT AS THIS AGREEMENT SHALL OTHERWISE PROVIDE, ALL TERMS AND CONDITIONS OF EMPLOYMENT APPLICABLE ON THE SIGNING DATE OF THIS AGREEMENT TO EMPLOYEES COVERED BY THIS AGREEMENT AS ESTABLISHED BY THE RULES, REGULATIONS AND/OR POLICIES OF THE BOARD 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 ELIMINATE, REDUCE NOR OTHERWISE DETRACT FROM ANY TEACHER BENEFIT EXISTING PRIOR TO ITS EFFECTIVE DATE. THIS AGREEMENT SHALL SUPERSEDE ALL PREVIOUS BOARD POLICY ON THESE MATTERS CONTAINED HEREIN.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

ANY INDIVIDUAL CONTRACT BETWEEN THE BOARD AND AN INDIVIDUAL TEACHER, HERETOFORE OR HEREAFTER EXECUTED, SHALL BE SUBJECT TO AND CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF THE INDIVIDUAL CONTRACT CONTAINS ANY LANGUAGE INCONSISTENT WITH THIS AGREEMENT, THIS AGREEMENT, DURING ITS DURATION, SHALL BE CONTROLLING.

C. PRINTING AGREEMENT

COPIES OF THIS AGREEMENT SHALL BE REPRODUCED BY THE BOARD AFTER AGREEMENT WITH THE ASSOCIATION ON FORMAT WITHIN (30) DAYS AFTER THE AGREEMENT IS SIGNED. THE AGREEMENT SHALL BE PRESENTED TO ALL TEACHERS NOW EMPLOYED OR HEREAFTER EMPLOYED. EXPENSE OF REPRODUCTION TO BE SHARED JOINTLY.

1973-1974 WITH ½ STEPS

STEP	10 MONTH SALARY GUIDE	12 MONTH IS 116% of 10 MO. STEP
	I* EMERGENCY CERT. PLACEMENT OR STEP INCLUDES CONSIDERATION OF INDUSTRIAL & TEACHING EXP.	II* BS OR BA
		III* MASTERS IN TEACHING SUBJECT

1A	7,600.00	8,100.00	8,600.00
1B	7,800.00	8,300.00	8,800.00
2A	8,000.00	8,500.00	9,000.00
2B	8,200.00	8,700.00	9,200.00
3A	8,400.00	8,900.00	9,400.00
3B	8,600.00	9,100.00	9,600.00
4A	8,800.00	9,300.00	9,800.00
4B	9,000.00	9,500.00	10,000.00
5A	9,200.00	9,700.00	10,200.00
5B	9,400.00	9,900.00	10,400.00
6A	9,600.00	10,100.00	10,600.00
6B	9,800.00	10,300.00	10,800.00
7A	10,000.00	10,500.00	11,000.00
7B	10,200.00	10,700.00	11,200.0
8A	10,400.00	10,900.00	11,400.00
8B	10,600.00	11,100.00	11,600.00
9A	10,800.00	11,300.00	11,800.00
9B	11,000.00	11,500.00	12,000.00
.0A	11,200.00	11,700.00	12,200.00
.0B	11,400.00	11,900.00	12,400.00
.1A	11,600.00	12,100.00	12,600.00
.1B	11,800.00	12,300.00	12,800.00
.2A	12,000.00	12,500.00	13,000.00
.2B	12,200.00	12,700.00	13,200.00

1974-1975

I*
EMERGENCY CERT.
PLACEMENT ON
STEP INCLUDES
CONSIDERATION
OF INDUSTRIAL
& TEACHING EXPER.

II*
BS OR BA

III*
MASTERS IN
TEACHING
SUBJECT

1A	7,980.00	8,505.00	9,030.00
1B	8,190.00	8,715.00	9,240.00
2A	8,400.00	8,925.00	9,450.00
2B	8,610.00	9,135.00	9,660.00
3A	8,820.00	9,345.00	9,870.00
3B	9,030.00	9,555.00	10,080.00
4A	9,240.00	9,765.00	10,290.00
4B	9,450.00	9,975.00	10,500.00
5A	9,660.00	10,185.00	10,710.00
5B	9,870.00	10,395.00	10,920.00
6A	10,080.00	10,605.00	11,130.00
6B	10,290.00	10,815.00	11,340.00
7A	10,500.00	11,025.00	11,550.00
7B	10,710.00	11,235.00	11,760.00
8A	10,920.00	11,445.00	11,970.00
8B	11,130.00	11,655.00	12,180.00
9A	11,340.00	11,865.00	12,390.00
9B	11,550.00	12,075.00	12,600.00
10A	11,760.00	12,285.00	12,810.00
10B	11,970.00	12,495.00	13,020.00
11A	12,180.00	12,705.00	13,230.00
11B	12,390.00	12,915.00	13,440.00
12A	12,600.00	13,125.00	13,650.00
12B	12,810.00	13,335.00	13,860.00

ABOVE IS 10 MONTH SALARY GUIDE * 12 MONTH GUIDE IS
EQUAL TO 1.16 OF 10 MONTH GUIDE STEP

1974 - 75 Salary Provisions

Following are the terms for the salary provisions for the members of the Atlantic County Area Vocational School Teachers Association.

1. Normal salary increments and salaries provided for in this guide may be granted by the Board of Education upon the recommendation of the Director and in no case shall be below that required by law.

2. Ten-month employees shall be employed from September 1 to June 30 and shall receive any negotiated increments provided by the Board of Education as of September 1.

3. Twelve-month employees shall be employed from July 1 to June 30 and shall receive any negotiated increments granted by the Board of Education as of July 1.

4. Payday shall be within 5 days of the 15th and within 5 days of the last working day of each month.

5. A. In order to determine placement on the 1974-75 guide all faculty members will be adjusted to the next $\frac{1}{2}$ step higher on the 1973-74 guide as attached if the present salary does not appear on the guide. For 1974-75 such employees will also receive the appropriate salary as shown on the 74-75 salary guide reflecting an increase of one incremental step.

B. The second year (1975-1976) everyone on half-step will be moved to the next full increment.

C. Five percent increase on the present guide.

D. Twelve-month employees will receive 116% times the ten-month salary plus twelve days vacation per year.

E. The Board of Education agrees to provide Blue Cross, Blue Shield, and Major Medical and Rider J coverage through the State Health Benefits Plan for all members of this unit.

DURATION OF AGREEMENT

A. This Agreement shall become effective July 1, 1974, and shall remain in full force and effect until June 30, 1975.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon.

ATLANTIC COUNTY VOCATIONAL EDUCATION ASSOCIATION

Joan Munisrone
PRESIDENT

Carol Ann McClain
SECRETARY

DATE ADOPTED: 6-28-74

THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF ATLANTIC

Henry News
PRESIDENT

J. M. ...
SECRETARY

DATE ADOPTED: 6/28/74