

2-0029

Agreement between the Board of Education
of the Burlington County Vocational District
and the Burlington County Vocational and
Technical Education Association.

For terms and conditions for Employment,
July 1, 1973 to June 30, 1974.

THIS BOOK DOES
NOT CIRCULATE

This Agreement entered into this 1st day of June, 1973, by and between the Board of Education of the Burlington County New Jersey Vocational District hereinafter called the "Board", and the Burlington County Vocational and Technical Education Association, hereinafter called the "Association", is for the purpose of mutually recording terms and conditions for employment and is entered into after negotiations pursuant to Chapter 303 of the Laws of 1968 of the State of New Jersey.

The Association is the representative of the employees hereinafter designated with respect to terms and conditions of employment. The Board has by letter dated April 16, 1969, recognized the Association as representing those employees as a negotiating unit.

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Chapter 303 aforesaid Laws of New Jersey concerning grievances and terms and conditions of employment for all designated personnel whether under contract, on leave, or employed on a per diem basis employed by the Board including:

Classroom Teachers

Vocational Technical Subject Teachers

Vocational Technical Related Teachers

Nurses

Librarians

Guidance Counselors

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

- B. Unless otherwise indicated the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Laws of 1968 of New Jersey Statutes Annotated, in a good faith effort to reach agreement. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and be signed by authoritarian representatives of the Board of the Association.
- B. This agreement incorporates the entire understanding of the parties on all matters which were subjected to negotiation.
- C. Nothing contained herein shall be contrary to New Jersey School Law.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An aggrieved person is the person or persons making the claim.
3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. 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 the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE III (Continued)

GRIEVANCE PROCEDURE

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

C. Formal Procedure

1. Since it is important that grievances be processed as rapidly as possible, 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. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance 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 a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE III (Continued)

GRIEVANCE PROCEDURE

3. Level One

A teacher with a grievance shall first discuss it with his principal, either directly or through the Association's designated Representative, with the objective of resolving "the matter.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) calendar days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR & R Committee) within five (5) calendar days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) calendar days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the Superintendent of the Burlington County Vocational and Technical High School.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two,

ARTICLE III (Continued)

GRIEVANCE PROCEDURE

5. Level Three (Continued)

or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Superintendent, he may, within five (5) calendar days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to the Board. The Board shall consider the grievance at its next regular meeting or at the Board's discretion at an earlier special meeting.

6. Level Four

a. If the aggrieved person is still not satisfied, he may, within five (5) school days, request in writing direct to the Commissioner that the Commissioner of Education, State of New Jersey, render a decision in his case, in conformance with New Jersey Statutes Title 18:A.

D. Rights of Teachers to Representation

1. Any party in interest may be represented at all formal levels of the formal grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the

ARTICLE III (Continued)

GRIEVANCE PROCEDURE

D. Rights of Teachers to Representation (Continued)

Association, the Association shall have the right to be present and to state its views at all formal levels of the grievance procedure.

2. No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the PR& R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR&R Committee, a grievance affects a group or class of teachers, the PR&R Committee may submit such grievance in writing to commence at Level One. The PR&R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
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

ARTICLE III (Continued)

GRIEVANCE PROCEDURE

E. Miscellaneous (Continued)

and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee.

3. 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 if the decision is in favor of the teacher.

ARTICLE IV

TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental powers 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 teacher in the enjoyment of any rights conferred by Chapter 303, Public Law 1968 or other Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher in any way whatsoever because of his or her relationship in the Association.
- B. Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement for its duration shall be controlling.

ARTICLE IV (Continued)

TEACHER RIGHTS

- C. The Board of Education of the Burlington County Vocational District retains the right granted under New Jersey Statutes Annotated Title 18A, Section 18A:54-20d, "Employ and dismiss principals, teachers, janitors, mechanics, and laborers; fix, alter, and order paid their salaries and compensation, and prescribe the course of study to be pursued."

ARTICLE V

TEACHING HOURS AND TEACHING LOAD

- A. The daily teaching assignment of a shop teacher shall not exceed eight (8) teaching periods. Assignments to a supervised study hall shop coverage, or non-compensated extra curricular activity shall be considered a teaching period for purposes of this Article.
- B. The total in-school workday shall consist of not more than (7) hours and thirty (30) minutes which shall include a duty-free lunch period of not less than that of the students. Teachers may be required to remain after the regular workday for the purpose of attending faculty and other professional meetings.
- C. Any teacher who is required to work within the ten (10) months school is in regular session beyond the regular teacher in-school work year as defined in Article IX, shall be compensated at his normal daily rate.
- D. Prior notice should be given in the form of written notification of scheduled meetings five (5) days in advance when possible. Emergency meetings may be called by mutual agreement between Administration and the Association.

ARTICLE VI

LEAVE

A. Sick Leave

1. All teachers shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Temporary Leaves of Absence

1. This policy shall cover absences not chargeable to sick leave, or professional or semi-professional assignments directly beneficial to the school system.
 - a. Death in the immediate family three (3) days. Immediate family to include:
 1. Parents
 2. Legal Guardian(s)
 3. Spouses
 4. Children
 5. Brothers and Sisters
 - b. Death of a relative, not in immediate family, one (1) day.
 - c. Leave may be granted for other reasons if approved by the Superintendent of the Burlington County Vocational and Technical High Schools.

ARTICLE VI (Continued)

LEAVE

2. Requests for temporary leaves of absence shall be submitted in writing (in advance, when possible) recommended by the principal and approved by the Superintendent.

3. Contingency Days

a. The Board will provide for one (1) day contingency leave at full pay during any one year (no unused days shall be accumulated for use in another year) for personal family matters which require absence during school hours.

b. Notification to the Principal for contingency leave shall be made at least three (3) days before such leave.

C. Extended Leave

1. Maternity leave will be granted without pay to all tenure teachers upon request to begin and end at the discretion of the Superintendent of the Burlington County Vocational and Technical High Schools.

D. Other Leave

1. Other leaves of absence with or without pay may be granted by the Board for good reasons.

ARTICLE VII

MISCELLANEOUS PROVISIONS

- A. The Board shall provide a furnished teachers' lounge and workroom for use of teachers. The teachers' lounge shall be provided with a Bulletin Board for use by the Association.

- B. The Board agrees to pay one half of tuition costs for approved courses based on fees charged by the New Jersey State Colleges. Courses must be approved in advance by the Superintendent and be appropriate and/or required for teaching in a vocational technical high school. Reimbursement will be made by the Board upon presentation of evidence of successful completion of the course(s).

- C. The Board shall continue to pay single subscriber premium for Blue Cross-Blue Shield and Major Medical Insurance.

ARTICLE VIII

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B. The Board shall issue paychecks on the 15th day of the month (if the 15th falls on a Saturday or Sunday, paychecks will be issued on the last working day prior to the 15th) and on the last working day of the month.
- C. Teachers may individually elect to have ten (10) percent of each semi-monthly gross salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June and are not to be withdrawn before the last pay day in June.
- D. Compensation for Designated Extra Curricular Assignments are contained in Schedule B. If teachers agree to accept an extra curricular assignment, they shall be paid the compensation scheduled in Schedule B in addition to their regular salaries. One half of this payment shall be made on the first pay day in December of the school year and one half the first pay day in May.

ARTICLE IX
TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two(2) days of orientation) shall not exceed one hundred and ninety (190) days.

2. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

3. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

ARTICLE X

TEACHER STUDENT RATIO

- A. Academic class size shall average out to no more than thirty-five (35) students per class or a maximum of one hundred seventy-five (175) per day per teacher. Nothing in this article shall include the Physical Education classes.
- B. Class size in shops will be based on work station availability, safety requirements, shop instructor recommendations, as coordinated and assigned by the Guidance Department and approved by the Administration.

ARTICLE XI
NON-TEACHING DUTIES

A. Intent

The Board and Association acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

Teachers shall not be obligated to monitor activities in the following areas during assigned preparation or lunch periods:

1. Toilets
2. Bus loading and unloading
3. Parking and playground
4. Cafeterias
5. Nor shall they be required to patrol the halls.

Nothing in this article, however, precludes teachers from enforcing school policy at all times.

ARTICLE XII
TEACHER ASSIGNMENT

A. Emergency Shop Coverage

The Board and the Association recognize that emergencies occur and that shops must be covered by competent personnel.

1. The Board agrees to make every possible effort to have competent shop substitutes listed and available if needed.
2. A teacher shall not be required to supervise two separate shops simultaneously.

B. Notification of Contract and Salary

Teachers shall be notified of their contract status for the ensuing year no later than April 15.

Teachers will be required to reply to offer within seven (7) days.

Failure to reply shall be interpreted as a rejection of employment.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

No later than April 30 of each school year, the Superintendent shall announce all known vacancies for the following school year.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent.

Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than April 30.

ARTICLE XIV

TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of a transfer or reassignment shall be given to teachers as soon as practicable and, except in cases of emergency, not later than April 15.

ARTICLE XV
TEACHER FACILITIES

A. Listing Facilities

By the beginning of the 1973-74 school year, each full-time school as defined by the State Department of Education shall have the following facilities:

1. An appropriately furnished room which shall be reserved for the use of teachers and staff as a faculty lounge.
2. A separate, private dining area for the use of the teachers and staff.

ARTICLE XVI
COMPLAINT PROCEDURE

A. Procedural Requirement

Any written complaints regarding a teacher made to any member of the administration by any parent, student or other person which does or may influence the evaluation of a teacher shall be brought to the attention of the teacher involved immediately.

ARTICLE XVII

EXTENDED LEAVES OF ABSENCE

A. Maternity

1. Natural Birth

The Board shall grant maternity leave without pay to any tenure teacher upon request subject to the following stipulations and limitations:

- (a) Any teacher granted maternity leave shall at her request be restored to the same teaching position, subject area, and grade level vacated at the commencement of said leave.
- (b) No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a specified time lapse between childbirth and the desired date of return. Physical examination may be required.
- (c) The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1974. This Agreement shall expire on the date indicated unless an extension is agreed to in writing by both parties.

B. In Witness:

Date: _____

Burlington County Vocational and
Technical Teachers Association

Burlington County Board
for Vocational Education

(President)

(President)

(Secretary)

(Secretary)

SCHEDULE A

SALARY GUIDE FOR 1973-74

BURLINGTON COUNTY VOCATIONAL TECHNICAL HIGH SCHOOL

ACADEMIC TEACHERS	Bachelor's Degree	Master's Degree	Master's Degree + 32 College Credits
SHOP TEACHERS	Full Certification	Certification (Shop) + 40 College Credits	Certification + Bachelor's Degree

STEPS

1	\$ 8,200	\$ 8,600	\$ 9,000
2	8,500	8,900	9,300
3	8,800	9,200	9,600
4	9,150	9,550	9,950
5	9,450	9,850	10,250
6	9,750	10,150	10,550
7	10,100	10,500	10,900
8	10,400	10,800	11,200
9	10,700	11,100	11,500
10	11,050	11,450	11,850
11	11,350	11,750	12,150
12	11,650	12,050	12,450
13	12,000	12,400	12,800
14	12,400	12,700	13,100
15		13,100	13,400
16			13,800
Maximum with Longevity	13,000	13,700	14,400

EXTRA \$300 WITH TENURE CONTRACT.

EXTRA \$300 LONGEVITY PAY AFTER 5 AND 10 YEARS.

TEACHERS EMPLOYED WITH NON STANDARD CERTIFICATES MAY NOT
PROGRESS MORE THAN 5 STEPS BEYOND HIS ENTRY LEVEL WITHOUT
COMPLETION OF CERTIFICATION REQUIREMENTS.

SCHEDULE B

COMPENSATION FOR EXTRA CURRICULAR ACTIVITY

The following activities are considered extra curricular and will be compensated:

<u>TITLE OF ACTIVITY</u>	<u>COMPENSATION</u>
Class Advisors (2)	\$ 200.00
Student Council Advisor (1)	200.00
* Other Club requiring out of school time with previous approval	100.00
School Newspaper (2)	200.00
Year Book (1)	200.00
School Store (1)	200.00
Public relations (1)	200.00

1. The Association and the Board agree to negotiate compensation for additional extra curricular activities as they are added to the school program.

* Approval by the principal and superintendent would be based on a written proposal presented by the group sponsor.