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STORAGE

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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BETWEEN THE

ATLANTIC COUNTY VOCATIONAL SCHOOL

AND THE

ATLANTIC COUNTY VOCATIONAL SCHOOL ADMINISTRATORS ASSOCIATION

FOR THE PERIOD

JULY 1, 1975 - JUNE 30, 1977

LIBRARY
Management and
Relations

1977

RUTGERS UNIVERSITY

**ADOPTED BY BD. OF ED.
JULY 28, 1975**

ARTICLE I

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A. DEFINITION

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UNLESS OTHERWISE INDICATED, THE TERM " ADMINISTRATOR " WHEN
USED HEREINAFTER IN THIS AGREEMENT, SHALL REFER TO ALL
PROFESSIONAL EMPLOYEES REPRESENTED BY THE ASSOCIATION IN THE
NEGOTIATING UNIT AS ABOVE DEFINED AND REFERENCES TO MALE
ADMINISTRATORS SHALL INCLUDE FEMALE ADMINISTRATORS.

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B. UNIT MEMBERSHIP

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IN ACCORDANCE WITH CHAPTER 123, PUBLIC LAWS OF 1974, THE
BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE AND
SOLE REPRESENTATIVE FOR THE COLLECTIVE NEGOTIATION CONCERNING
THE TERMS AND CONDITIONS OF EMPLOYMENT FOR CERTIFIED PERSONNEL
UNDER CONTRACT, EMPLOYED BY THE BOARD, INCLUDING ONLY
PRINCIPAL OF SECONDARY EDUCATION, PRINCIPAL ADULT EDUCATION
DIRECTOR SPECIAL NEEDS, ASSISTANT PRINCIPAL, CURRICULUM
COORDINATOR, VOCATIONAL LIAISON CONSULTANTS, DIRECTOR HEALTH
OCCUPATIONS, COORDINATOR OF FOOD SERVICES, APPRENTICE
COORDINATOR/EVENING SCHOOL SUPERVISOR AND EXCLUDING ALL OTHERS.

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ARTICLE II

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A. DEADLINE DATES

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THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS OVER
A SUCCESSOR AGREEMENT IN ACCORDANCE WITH CHAPTER 123, PUBLIC
LAWS 1974 IN A GOOD FAITH EFFORT TO REACH AGREEMENT ON
MATTERS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT.
NEGOTIATIONS SHALL BEGIN NO LATER THAN AS PRESCRIBED BY LAW
OF THE CALENDAR YEAR PRECEDING THE CALENDAR YEAR IN WHICH
THIS AGREEMENT EXPIRES.

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B. NEGOTIATING TEAM AUTHORITY

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NEITHER PARTY IN ANY NEGOTIATIONS SHALL HAVE ANY CONTROL OVER THE SELECTION OF THE NEGOTIATING REPRESENTATIVES OF THE OTHER PARTY. THE PARTIES MUTUALLY PLEDGE THAT THEIR REPRESENTATIVES SHALL BE GIVEN ALL NECESSARY POWER AND AUTHORITY TO MAKE PROPOSALS, CONSIDER PROPOSALS AND MAKE COUNTERPROPOSALS IN THE COURSE OF NEGOTIATIONS.

C. MODIFICATION

THIS AGREEMENT INCORPORATES THE ENTIRE UNDERSTANDING OF THE PARTIES ON ALL MATTERS WHICH WERE OR COULD HAVE BEEN THE SUBJECT OF NEGOTIATION. DURING THE TERM OF THIS AGREEMENT, NEITHER PARTY SHALL BE REQUIRED TO NEGOTIATE WITH RESPECT TO ANY SUCH MATTER WHETHER OR NOT COVERED BY THIS AGREEMENT. THIS AGREEMENT MAY BE MODIFIED IN WHOLE OR IN PART AT ANY TIME BY THE PARTIES BY AN INSTRUMENT IN WRITING DULY EXECUTED BY BOTH PARTIES.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

A GRIEVANCE IS A CLAIM OR COMPLAINT BY A MEMBER OF THE PROFESSIONAL STAFF OR THE ASSOCIATION BASED UPON AN ALLEGED MISINTERPRETATION OR MISAPPLICATION OF THIS AGREEMENT, ADMINISTRATIVE DECISION OR POLICIES OF THE BOARD OF EDUCATION RELATED TO TERMS AND CONDITIONS OF EMPLOYMENT. NON-REAPPOINTMENT OF NON-TENURED MEMBERS OF THE PROFESSIONAL STAFF 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 60
TO TAKE ACTION OR AGAINST WHOM ACTION MAY BE TAKEN 61
IN ORDER TO RESOLVE THE CLAIM. 62

B. PURPOSE 63

THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE 64
LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE GRIEVANCE 65
WHICH MAY FROM TIME TO TIME ARISE AFFECTING THE PROFESSIONAL 66
STAFF. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE KEPT 67
INFORMAL AND CONFIDENTIAL. 68

C. PROCEDURE 69

1. TIME LIMITS 70

THE NUMBER OF DAYS INDICATED AT EACH LEVEL 71
SHOULD BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT 72
SHOULD BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS 73
SPECIFIED MAY, HOWEVER, BE EXTENDED BY MUTUAL AGREEMENT. 74

2. LEVEL 1 75

AN EMPLOYEE WITH A GRIEVANCE SHALL FIRST DISCUSS IT 76
WITH HIS PRINCIPAL OR IMMEDIATE SUPERIOR WITHIN 30 77
DAYS OF THE ALLEGED ACT WITH THE OBJECTIVE OF RESOLVING 78
THE MATTER INFORMALLY. IF, AS A RESULT OF THE 79
DISCUSSION, THE MATTER IS NOT RESOLVED TO THE 80
SATISFACTION OF THE AGGRIEVED PARTY, HE/SHE SHALL SET 81
FORTH HIS/HER COMPLAINT IN WRITING TO THE PRINCIPAL 82
OR IMMEDIATE SUPERIOR. SAID ADMINISTRATOR SHALL 83
COMMUNICATE HIS/HER DECISION TO THE AGGRIEVED PARTY 84
IN WRITING WITHIN SEVEN (7) SCHOOL DAYS OF THE RECEIPT 85
OF THE WRITTEN COMPLAINT. 86

3. LEVEL 2

IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE 8
DISPOSITION OF HIS GRIEVANCE AT LEVEL 1, OR IF NO 81
DECISION HAS BEEN RENDERED WITHIN SEVEN (7) SCHOOL DAYS 89
THEREAFTER, THE GRIEVANT SHALL PREPARE A LETTER TO 90
SIMPLY AND CONCISELY STATE THE GRIEVANCE AND CONTAIN A 91
STATEMENT OF THE RELIEF SOUGHT. THE GRIEVANT OR THE 92
ASSOCIATION SHALL REFER SAID LETTER TO THE BOARD'S 93
CHIEF SCHOOL ADMINISTRATOR WITHIN SEVEN (7) SCHOOL DAYS 94
THEREAFTER. THE CHIEF SCHOOL ADMINISTRATOR WILL 95
ATTEMPT TO RESOLVE THE GRIEVANCE AS EXPEDITIOUSLY AS 96
POSSIBLE, BUT WITHIN A PERIOD NOT TO EXCEED TEN (10) 97
SCHOOL DAYS. THE CHIEF SCHOOL ADMINISTRATOR SHALL 98
COMMUNICATE HIS DECISION IN WRITING ALONG WITH SUPPORT- 99
ING REASONS, TO THE AGGRIEVED PARTY AND THE PRINCIPAL. 100

4. LEVEL 3

IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE 102
DISPOSITION OF HIS GRIEVANCE AT LEVEL 2, OR NO DECISION 103
HAS BEEN REACHED WITHIN TEN (10) SCHOOL DAYS, THERE- 104
AFTER, THE GRIEVANCE MAY BE REFERRED TO THE BOARD OF 105
EDUCATION, IN WRITING, THROUGH THEIR SECRETARY FOR 106
FURTHER CONSIDERATION. IF NO SATISFACTION BY MUTUAL 107
AGREEMENT IS REALIZED WITHIN THIRTY (30) SCHOOL DAYS 108
THEREAFTER, THE GRIEVANCE WILL GO TO ARBITRATION BY THE 109
WRITTEN REQUEST OF THE ASSOCIATION. COPIES OF SUCH 110
REQUESTS SHALL BE SENT TO ALL PARTIES IN INTEREST. 111

5. LEVEL 4

A. WITHIN TEN (10) SCHOOL DAYS AFTER SUCH 113

WRITTEN NOTICE OF SUBMISSION TO ARBITRATION, THE
BOARD AND THE ASSOCIATION 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 PUBLIC EMPLOYEES RELATIONS COMMISSION BY
EITHER PARTY. THE PARTIES SHALL THEN BE BOUND BY THE
RULES AND PROCEDURES OF THE PUBLIC EMPLOYEES RELATIONS
COMMISSION IN THE SELECTION OF AN ARBITRATOR.

B. THE ARBITRATOR SO SELECTED SHALL ISSUE HIS
DECISION NOT LATER THAN THIRTY (30) DAYS FROM THE
DATE OF THE CLOSE OF THE HEARINGS OR, IF ORAL HEARINGS
HAVE BEEN WAIVED, THEN FROM THE DATE OF 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 ASSOCIATION.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. EMPLOYEE AND ASSOCIATION

ANY AGGRIEVED PERSON MAY BE REPRESENTED AT ALL STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, HIS DESIGNEE, THE ASSOCIATION OR ANY COMBINATION THEREOF.

2. 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 AN ALLEGED GRIEVANCE IS ONE WHICH CANNOT BE RESOLVED AT THE PRINCIPAL'S LEVEL, THE GRIEVANCE MAY BE ENTERED AND PROCESSED DIRECTLY AT LEVEL 2 OF THE GRIEVANCE PROCEDURE.

2. 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.

3. MEETINGS

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

4. TIME LIMIT

A GRIEVANCE MAY NOT BE INITIATED AT ANY LEVEL
AFTER THIRTY (30) DAYS OF THE ALLEGED ACT.

ARTICLE IV

A. SALARY SCHEDULE

THE SALARY SCHEDULE OF EACH ADMINISTRATOR COVERED BY THIS
AGREEMENT IS SET FORTH IN SCHEDULE "A" WHICH IS ATTACHED
HERETO AND MADE A PART HEREOF.

B. EXCEPTIONS

WHEN A PAYDAY FALLS ON OR DURING A SCHOOL HOLIDAY, REGULAR
SCHOOL CLOSINGS OR WEEKEND, ADMINISTRATORS SHALL RECIEVE
THEIR PAY CHECKS ON THE LAST PREVIOUS WORKING DAY.

ARTICLE V

A. THE BOARD OF EDUCATION AGREES TO PROVIDE BLUE CROSS, BLUE
SHIELD, MAJOR MEDICAL AND RIDER J COVERAGE, OR COVERAGE
SIMILAR TO THE STATE HEALTH BENEFITS PLAN FOR ALL MEMBERS
OF THIS UNIT.

ARTICLE VI

A. DURATION OF AGREEMENT

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1975 AND
SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1977.

FOR THE CALENDAR YEAR JULY 1, 1976 TO JUNE 30, 1977 ADMINISTRATIVE SALARIES SHALL BE RECKONED AS FOLLOWS:

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1. ADMINISTRATIVE SALARIES WILL BE INCREASED BASED 192
UPON A COST OF LIVING ADJUSTMENT AS DETERMINED BY 193
THE BUREAU OF LABOR STATISTICS FOR THE PHILADELPHIA 194
SOUTH WESTERN NEW JERSEY AREA FOR THE PERIOD 195
OCTOBER, 1974 TO OCTOBER, 1975. 196

2. IN ADDITION, EACH ADMINISTRATOR WILL RECEIVE A FURTHER 197
SALARY INCREASE OF 0 TO 5% OF THE 1975-76 SALARY BASED 198
UPON THE RECOMMENDATION OF THE DIRECTOR. THIS PERCENTAGE I
SHALL NOT BE SUBJECT TO THE GRIEVANCE PROCEDURE. 200

SCHEDULE

PRINCIPAL OF SECONDARY EDUCATION

1.	22,795.
2.	23,215.
3.	23,635.
4.	24,055.
5.	24,475.

PRINCIPAL OF ADULT EDUCATION

1.	21,660.
2.	22,080.
3.	22,500.
4.	22,920.
5.	23,340.

DIRECTOR OF SPECIAL NEEDS

1.	19,320.
2.	19,740.
3.	20,160.
4.	20,580.
5.	21,100.

VOCATIONAL LIAISON CONSULTANTS

1.	17,720.
2.	18,140.
3.	18,560.
4.	18,980.
5.	19,400.

DIRECTOR HEALTH OCCUPATIONS

1.	16,660.
2.	17,080.
3.	17,500.
4.	17,750.
5.	18,000.

CURRICULUM COORDINATOR

1.	17,720.
2.	18,140.
3.	18,560.
4.	18,980.
5.	19,400.

SUPERVISOR FOOD SERVICES

1.	15,820.
2.	16,240.
3.	16,660.
4.	17,080.
5.	17,500.

ATTAINMENT OF A HIGHER DEGREE WILL ENTITLE EMPLOYEE TO A \$500.00
ADJUSTMENT

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS 201
AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE SECRETARIES, 202
ALL ON THE DAY AND YEAR FIRST ABOVE WRITTEN. 203

ATLANTIC COUNTY VOCATIONAL SCHOOL BOARD OF EDUCATION 204

BY [Signature] PRESIDENT 205

ATTEST [Signature] SECRETARY 7/28/75 206

ATLANTIC COUNTY VOCATIONAL SCHOOL ADMINISTRATORS ASSOCIATION 207

BY [Signature] PRESIDENT 208

ATTEST [Signature] SECRETARY 209

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