

THIS AGREEMENT ENTERED INTO THIS 28TH DAY OF JULY
 1975, 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 ".

7/1/75 - 6/30/77

ARTICLE 1

RECOGNITION

THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE
 EXCLUSIVE REPRESENTATIVE FOR NEGOTIATION AS DEFINED IN N. J.
 PUBLIC LAW CHAPTER 123 OF 1974 FOR ALL CERTIFIED, FULL TIME
 TEACHING PERSONNEL BUT EXCLUDING COORDINATORS OR SUPERVISORS
 WHO ARE RESPONSIBLE FOR THE SUPERVISION OF OTHERS.

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 123, PUBLIC
 LAWS 1974, IN GOOD FAITH EFFORT TO REACH AGREEMENT ON ALL MATTERS
 CONCERNING THE NEGOTIABLE TERMS AND CONDITIONS OF EMPLOYMENT OF
 TEACHERS. SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN THE TIME
 PRESCRIBED BY THE RULES AND REGULATIONS OR APPLICABLE STATUTES.
 ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL TEACHERS, BE REDUCED
 TO WRITING, BE ADOPTED AND SIGNED BY THE BOARD AND THE ASSOCIATION.

B.	<u>MODIFICATION</u>	27
	THIS AGREEMENT MAY BE MODIFIED WHOLLY OR IN PART AT ANY	28
	TIME BY THE PARTIES BY AN INSTRUMENT IN WRITING DULY EXECUTED	29
	BY BOTH PARTIES.	30

ARTICLE 3 31 /

ASSOCIATION RIGHTS AND PRIVILEGES 32

A. INFORMATION 33

THE BOARD AGREES TO FURNISH THE ASSOCIATION PRESIDENT 34
COPIES OF THE BOARD MINUTES OF THE PUBLIC BOARD MEETINGS AND 35
ACCESS TO ALL PUBLIC DOCUMENTS REFERRED TO THEREIN. 36

B. RELEASED TIME FOR MEETINGS 37

WHENEVER ANY REPRESENTATIVE OF THE ASSOCIATION OR ANY 38
TEACHER PARTICIPATES DURING WORKING HOURS IN NEGOTIATIONS OR 39
GRIEVANCE PROCEEDINGS, WITH THE CONSENT OF THE DIRECTOR HE SHALL 40
SUFFER NO LOSS IN PAY. 41

C. USE OF SCHOOL BUILDINGS 42

THE ASSOCIATION AND ITS REPRESENTATIVES SHALL HAVE THE 43
RIGHT TO USE SCHOOL BUILDINGS AT TIMES THAT WILL NOT INTERFERE 44
WITH SCHOOL ACTIVITIES OR PROGRAMS. WRITTEN REQUEST FOR USE OF 45
SCHOOL BUILDINGS SHALL BE MADE TO THE PRINCIPAL 24 HOURS IN 46
ADVANCE OF THE TIME OF SUCH MEETINGS AND THE PRINCIPAL SHALL 47
ASSIGN THE PLACE OF ALL SUCH MEETINGS. 48

D. USE OF SCHOOL EQUIPMENT 49

THE ASSOCIATION SHALL HAVE THE RIGHT TO USE SUCH SCHOOL 50
FACILITIES AND EQUIPMENT, INCLUDING TYPEWRITERS, DUPLICATING 51
EQUIPMENT, CALCULATING MACHINES AND AUDIO VISUAL EQUIPMENT AT 52
TIMES AND PLACES DESIGNATED BY THE PRINCIPAL WHEN SUCH 53

IS NOT OTHERWISE IN USE. THE ASSOCIATION AGREES TO PAY FOR 54
SUPPLIES AND BE LIABLE FOR ANY DAMAGE TO EQUIPMENT. ALL 55
EQUIPMENT SHALL BE USED ON THE SCHOOL PREMISES. 56

E. ORIENTATION PROGRAMS 57

DURING ORIENTATION MEETINGS AT THE BEGINNING OF THE 58
SCHOOL YEAR, THE ASSOCIATION, IF IT SO REQUESTS IN WRITING, 59
SHALL BE PROVIDED WITH A REASONABLE PERIOD OF TIME AT A TIME 60
MUTUALLY AGREEABLE TO THE ASSOCIATION AND THE PRINCIPAL, FOR 61
ASSOCIATION BUSINESS. 62

ARTICLE 4 63

GRIEVANCE PROCEDURE 64

A. DEFINITIONS 65

1. GRIEVANCE 66

A GRIEVANCE IS A CLAIM OR COMPLAINT BY A MEMBER 67
OF THE PROFESSIONAL STAFF OR THE ASSOCIATION BASED 68
UPON AN ALLEGED MISINTERPRETATION OR MISAPPLICATION 69
OF THIS AGREEMENT, ADMINISTRATIVE DECISION OR 70
POLICIES OF THE BOARD OF EDUCATION RELATED TO 71
TERMS AND CONDITIONS OF EMPLOYMENT. NON-REAPPOINTMENT OF 72
NON-TENURED MEMBERS OF THE PROFESSIONAL STAFF WILL 73
NOT BE A SUBJECT OF A GRIEVANCE. 74

2. GRIEVANT 75

A GRIEVANT IS THE PERSON OR PERSONS OR THE 76
ASSOCIATION MAKING THE CLAIM. 77

3. PARTY IN INTEREST 78

A PARTY IN INTEREST IS THE PERSON OR PERSONS 79
MAKING THE CLAIM AND ANY PERSON INCLUDING THE 80

	ASSOCIATION OR THE BOARD, WHO MIGHT BE REQUIRED	82
	TO TAKE ACTION OR AGAINST WHOM ACTION MAY BE TAKEN	83
	IN ORDER TO RESOLVE THE CLAIM.	84
B.	<u>PURPOSE</u>	85
	THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE	86
	LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE GRIEVANCE	87
	WHICH MAY FROM TIME TO TIME ARISE AFFECTING THE PROFESSIONAL	88
	STAFF. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE KEPT	89
	INFORMAL AND CONFIDENTIAL.	90
C.	<u>PROCEDURE</u>	91
1.	<u>TIME LIMITS</u>	92
	THE NUMBER OF DAYS INDICATED AT EACH LEVEL	93
	SHOULD BE CONSIDERED AS A MAXIMUM AND EVERY EFFORT	94
	SHOULD BE MADE TO EXPEDITE THE PROCESS. THE TIME LIMITS	95
	SPECIFIED MAY, HOWEVER, BE EXTENDED BY MUTUAL AGREEMENT.	96
2.	<u>LEVEL 1</u>	97
	A TEACHER WITH A GRIEVANCE SHALL FIRST DISCUSS IT	98
	WITH HIS PRINCIPAL OR IMMEDIATE SUPERIOR WITHIN 30	99
	DAYS OF THE ALLEGED ACT WITH THE OBJECTIVE OF RESOLVING	100
	THE MATTER INFORMALLY. IF, AS A RESULT OF THE	101
	DISCUSSION, THE MATTER IS NOT RESOLVED TO THE	102
	SATISFACTION OF THE AGGRIEVED PARTY, HE/SHE SHALL SET	103
	FORTH HIS/HER COMPLAINT IN WRITING TO THE PRINCIPAL	104
	OR IMMEDIATE SUPERIOR. SAID ADMINISTRATOR SHALL	105
	COMMUNICATE HIS/HER DECISION TO THE AGGRIEVED PARTY	106
	IN WRITING WITHIN SEVEN (7) SCHOOL DAYS OF THE RECEIPT	107
	OF THE WRITTEN COMPLAINT.	108

3. LEVEL 2 109

IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE 110
DISPOSITION OF HIS GRIEVANCE AT LEVEL 1, OR IF NO 111
DECISION HAS BEEN RENDERED WITHIN SEVEN (7) SCHOOL DAYS 112
THEREAFTER, THE GRIEVANT SHALL PREPARE A LETTER TO 113
SIMPLY AND CONCISELY STATE THE GRIEVANCE AND CONTAIN A 114
STATEMENT OF THE RELIEF SOUGHT. THE GRIEVANT OR THE 115
ASSOCIATION SHALL REFER SAID LETTER TO THE BOARD'S 116
CHIEF SCHOOL ADMINISTRATOR WITHIN SEVEN (7) SCHOOL DAYS 117
THEREAFTER. THE CHIEF SCHOOL ADMINISTRATOR WILL 118
ATTEMPT TO RESOLVE THE GRIEVANCE AS EXPEDITIOUSLY AS 119
POSSIBLE, BUT WITHIN A PERIOD NOT TO EXCEED TEN (10) 120
SCHOOL DAYS. THE CHIEF SCHOOL ADMINISTRATOR SHALL 121
COMMUNICATE HIS DECISION IN WRITING ALONG WITH SUPPORT- 122
ING REASONS, TO THE AGGRIEVED PARTY AND THE PRINCIPAL. 123

4. LEVEL 3 124

IF THE AGGRIEVED PARTY IS NOT SATISFIED WITH THE 125
DISPOSITION OF HIS GRIEVANCE AT LEVEL 2, OR NO DECISION 126
HAS BEEN REACHED WITHIN TEN (10) SCHOOL DAYS, THERE- 127
AFTER, THE GRIEVANCE MAY BE REFERRED TO THE BOARD OF 128
EDUCATION, IN WRITING, THROUGH THEIR SECRETARY FOR 129
FURTHER CONSIDERATION. IF NO SATISFACTION BY MUTUAL 130
AGREEMENT IS REALIZED WITHIN THIRTY (30) SCHOOL DAYS 131
THEREAFTER, THE GRIEVANCE WILL GO TO ARBITRATION BY THE 132
WRITTEN REQUEST OF THE ASSOCIATION. COPIES OF SUCH 133
REQUESTS SHALL BE SENT TO ALL PARTIES IN INTEREST. 134

5. LEVEL 4 135

A. WITHIN TEN (10) SCHOOL DAYS AFTER SUCH 136

WRITTEN NOTICE OF SUBMISSION TO ARBITRATION, THE	137
BOARD AND THE ASSOCIATION SHALL ATTEMPT TO AGREE UPON	138
A MUTUALLY ACCEPTABLE ARBITRATOR AND SHALL OBTAIN A	139
COMMITMENT FROM SAID ARBITRATOR TO SERVE. IF THE	140
PARTIES ARE UNABLE TO AGREE UPON AN ARBITRATOR OR	141
TO OBTAIN SUCH A COMMITMENT WITHIN THE SPECIFIED	142
PERIOD, A REQUEST FOR A LIST OF ARBITRATORS MAY BE	143
MADE TO THE PUBLIC EMPLOYEES RELATIONS COMMISSION BY	144
EITHER PARTY. THE PARTIES SHALL THEN BE BOUND BY THE	145
RULES AND PROCEDURES OF THE PUBLIC EMPLOYEES RELATIONS	146
COMMISSION IN THE SELECTION OF AN ARBITRATOR.	147
B. THE ARBITRATOR SO SELECTED SHALL ISSUE HIS	148
DECISION NOT LATER THAN THIRTY (30) DAYS FROM THE	149
DATE OF THE CLOSE OF THE HEARINGS OR, IF ORAL HEARINGS	150
HAVE BEEN WAIVED, THEN FROM THE DATE OF THE FINAL	151
STATEMENTS AND PROOFS ON THE ISSUES HAVE BEEN SUBMITTED	152
TO HIM. THE ARBITRATORS DECISION SHALL BE IN WRITING	153
AND SHALL SET FORTH HIS FINDINGS OF FACT, REASONING	154
AND CONCLUSIONS ON THE ISSUES SUBMITTED. THE	155
ARBITRATOR SHALL BE WITHOUT POWER OR AUTHORITY TO MAKE	156
ANY DECISION WHICH REQUIRES THE COMMISSION OF AN ACT	157
PROHIBITED BY LAW OR WHICH IS VIOLATIVE OF THE TERMS	158
OF THIS AGREEMENT. THE DECISION OF THE ARBITRATOR	159
SHALL BE SUBMITTED TO THE BOARD AND THE ASSOCIATION	160
AND SHALL BE ADVISORY ON THE PARTIES.	161
C. THE FEES AND EXPENSES OF THE ARBITRATOR SHALL BE	162
SHARED EQUALLY BY THE BOARD AND THE ASSOCIATION.	163
D. <u>RIGHTS OF TEACHERS TO REPRESENTATION</u>	164

1. TEACHER AND ASSOCIATION 1
ANY AGGRIEVED PERSON MAY BE REPRESENTED AT ALL 1
STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, HIS 1
DESIGNEE, THE ASSOCIATION OR ANY COMBINATION THEREOF. 1

2. NO REPRISALS OF ANY KIND SHALL BE TAKEN BY THE 1
BOARD OR ANY MEMBER OF THE ADMINISTRATION OR 1
THE ASSOCIATION AGAINST ANY PARTY IN INTEREST 1
OR ANY REPRESENTATIVE, ANY MEMBER OF THE 1
ASSOCIATION OR ANY OTHER PARTICIPANT IN THE 1
GRIEVANCE PROCEDURE BY REASON OF SUCH 1
PARTICIPATION. 1

E. MISCELLANEOUS 17

1. GROUP GRIEVANCE 17
IF AN ALLEGED GRIEVANCE IS ONE WHICH CANNOT BE 17
RESOLVED AT THE PRINCIPAL'S LEVEL, THE GRIEVANCE 17
MAY BE ENTERED AND PROCESSED DIRECTLY AT LEVEL 18
2 OF THE GRIEVANCE PROCEDURE. 18

2. SEPARATE GRIEVANCE FILE 18
ALL DOCUMENTS, COMMUNICATIONS AND RECORDS 18
DEALING WITH THE PROCESSING OF A GRIEVANCE SHALL 18
BE FILED IN A SEPARATE GRIEVANCE FILE AND SHALL 18
NOT BE KEPT IN THE PERSONNEL FILE OF ANY OF THE 18
PARTICIPANTS. 18

3. MEETINGS 18
ALL MEETINGS UNDER THIS PROCEDURE SHALL NOT BE 18
CONDUCTED IN PUBLIC AND SHALL INCLUDE ONLY SUCH 19
PARTIES IN INTEREST AND THEIR REPRESENTATIVES. 19

4.	<u>TIME LIMIT</u>	192
	A GRIEVANCE MAY NOT BE INITIATED AT ANY LEVEL	193
	AFTER THIRTY (30) DAYS OF THE ALLEGED ACT.	194

ARTICLE 5 195

MISCELLANEOUS PROVISIONS 196

A.	<u>PROFESSIONAL MEETINGS</u>	197
	TEACHERS MAY BE GRANTED TIME AT NO LOSS OF PAY FOR	198
	ATTENDANCE AT PROFESSIONAL MEETINGS WHICH HAVE BEEN	199
	APPROVED AT THE SOLE DISCRETION OF THE SUPERINTENDENT	200
	PRIOR TO THE DATE OF THE MEETING. NORMALLY, THE	201
	REQUEST FOR ATTENDANCE AT SUCH MEETINGS MUST BE MADE	202
	FIFTEEN (15) CALENDAR DAYS PRIOR TO THE DATE OF THE	203
	MEETING AND SUCH FIFTEEN (15) DAY PERIOD MAY BE	204
	WAIVED ONLY BY THE SUPERINTENDENT AND A REPORT MUST	205
	BE SUBMITTED ON SUCH MEETINGS WITHIN TEN (10) CALENDAR	206
	DAYS AFTER ATTENDANCE AT SUCH MEETINGS.	207
	" THE INTENT OF THIS SECTION SHALL NOT BE CONSTRUED	208
	TO INCLUDE ANY RIGHTS GRANTED BY LAW UNDER 18A: 31-2. "	209

B.	<u>COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER</u>	210
	<u>AGREEMENT</u>	211
	ANY INDIVIDUAL CONTRACT FOR JULY 1ST, 1975 TO JUNE	212
	30TH, 1977, BETWEEN THE BOARD AND AN INDIVIDUAL	213
	TEACHER, HERETOFORE OR HEREAFTER EXECUTED, SHALL BE	214
	SUBJECT TO AND CONSISTENT WITH THE TERMS AND CONDITIONS	215
	OF THIS AGREEMENT. IF THE INDIVIDUAL CONTRACT CONTAINS	216
	ANY LANGUAGE INCONSISTENT WITH THIS AGREEMENT, THIS	217
	AGREEMENT, DURING ITS DURATION, SHALL BE CONTROLLING.	218

C.

PRINTING AGREEMENT

COPIES OF THIS AGREEMENT SHALL BE REPRODUCED BY THE
BOARD AFTER AGREEMENT WITH THE ASSOCIATION ON FORMAT
WITHIN THIRTY (30) DAYS AFTER THE AGREEMENT IS
SIGNED. THE AGREEMENT SHALL BE PRESENTED TO ALL
TEACHERS NOW EMPLOYED OR HEREAFTER EMPLOYED DURING
THE PERIOD FROM JULY 1ST, 1975 TO JUNE 30, 1977.
EXPENSE OF REPRODUCTION TO BE SHARED JOINTLY.

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SALARY GUIDE

STEP	1A	1B	1C	2	3
	CERTIFICATION	CERT. 70+	CERT. 100+	DEGREE	MASTER
1.	8,210.	8,410.	8,610.	8,835.	9,360.
2.	8,630.	8,830.	9,030.	9,255.	9,780.
3.	9,050.	9,250.	9,450.	9,675.	10,200.
4.	9,470.	9,670.	9,870.	10,095.	10,620.
5.	9,890.	10,090.	10,290.	10,515.	11,040.
6.	10,310.	10,510.	10,710.	10,935.	11,460.
7.	10,730.	10,930.	11,130.	11,355.	11,880.
8.	11,150.	11,350.	11,550.	11,775.	12,300.
9.	11,570.	11,770.	11,970.	12,195.	12,720.
10.	11,990.	12,190.	12,390.	12,615.	13,140.
11.	12,410.	12,610.	12,810.	13,035.	13,560.
12.	12,830.	13,030.	13,230.	13,455.	13,980.
13.	13,250.	13,450.	13,650.	13,875.	14,400.

1975 - 77 SALARY PROVISIONS

FOLLOWING ARE THE TERMS FOR THE SALARY PROVISIONS FOR
THE MEMBERS OF ATLANTIC COUNTY AREA VOCATIONAL SCHOOL
TEACHERS ASSOCIATION

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| | | 22 |
| | | 22 |
| | | 22 |
| | | 23 |
| 1. | NORMAL SALARY INCREMENTS AND SALARIES PROVIDED FOR IN THIS | 23 |
| | GUIDE MAY BE GRANTED OR WITHHELD BY THE BOARD OF EDUCATION | 23 |
| | UPON THE RECOMMENDATION OF THE DIRECTOR, AS PRESCRIBED BY | 23 |
| | LAW IN TITLE 18-A. | 23 |
| 2. | TEN MONTH EMPLOYEES SHALL BE EMPLOYED FROM SEPTEMBER 1 TO | 23 |
| | JUNE 30, PRORATED DURING THEIR FIRST YEAR. | 23 |
| 3. | TWELVE MONTH EMPLOYEES SHALL BE EMPLOYED FROM JULY 1 TO | 23 |
| | JUNE 30, PRORATED DURING THEIR FIRST YEAR. | 23 |
| 4. | PAYDAYS SHALL BE WITHIN FIVE (5) DAYS OF THE 15TH AND | 23 |
| | WITHIN FIVE (5) DAYS OF THE LAST WORKING DAY OF EACH MONTH. | 24 |
| 5. | ALL POSITIONS ON THE HALF STEP DURING 1974 - 75 WILL BE | 24 |
| | ADJUSTED TO FULL STEP ON THIS ADOPTED 1975 - 77 GUIDE. | 24 |
| | A. TWELVE MONTH EMPLOYEES WILL RECEIVE 1.16 TIMES THE | 24 |
| | TEN MONTH SALARY PLUS TWELVE DAYS VACATION PER YEAR. | 24 |
| 6. | FOR THE 1976 - 77 SCHOOL YEAR, EACH STEP OF THE 1975 - 76 | 24 |
| | SALARY GUIDE WILL BE RESTRUCTURED BASED ON A COST OF LIVING | 24 |
| | ADJUSTMENT AS DETERMINED BY THE BUREAU OF LABOR STATISTICS | 24 |
| | FOR THE PHILADELPHIA SOUTH WESTERN NEW JERSEY AREA FOR THE | 24 |
| | PERIOD OCTOBER, 1974 TO OCTOBER, 1975. IN ADDITION, A NORMAL | 24 |
| | SALARY INCREMENT WILL BE GRANTED OR WITHHELD BY THE BOARD | 25 |
| | OF EDUCATION UPON RECOMMENDATION BY THE DIRECTOR, AS | 25 |
| | PRESCRIBED BY LAW IN TITLE 18-A. | 25 |
| 7. | THE BOARD OF EDUCATION AGREES TO PROVIDE BLUE CROSS, BLUE | 25 |
| | SHIELD, MAJOR MEDICAL AND RIDER J COVERAGE, OR COVERAGE SIMI- | 25 |
| | LAR TO THE STATE HEALTH BENEFITS PLAN FOR ALL MEMBERS OF | 25 |
| | THIS UNIT. | 25 |

DURATION OF AGREEMENT.

257

A. THIS AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 1975
AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL
JUNE 30, 1977.

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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
RESPECTIVE SEALS TO BE PLACED HEREON.

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ATLANTIC COUNTY VOCATIONAL EDUCATION ASSOCIATION

264

Harold Bales
PRESIDENT

265

Carol Ann McClain
SECRETARY

266

DATE ADOPTED: 23 July 1975

267

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

268

269

Richard M. ...
PRESIDENT

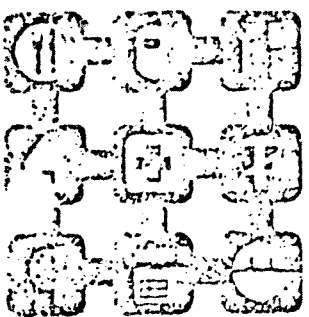
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... ..
SECRETARY

271

DATE ADOPTED: 7/29/75

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ATLANTIC COUNTY VOCATIONAL SCHOOL

RALSTON E. DORRELL, Director
JAY T. REED, Board Secretary

BOARD OF EDUCATION
FRANK L. KEARNS, President
ANGELO BYLONE, Vice President
VINCENT P. CANTILLON
WILLIAM DITMIRE
DAVID LIBERTO

July 23, 1975

Mr. Leonard Boles, President
Atlantic County Area Vocational-Technical
Teachers Association
Atlantic County Vocational School
Mays Landing, N. J. 08330

Dear Mr. Boles,

During the 1975-76 and 1976-77 school years, the Board of Education will continue to provide the benefits currently enjoyed by your unit. These benefits include but are not necessarily limited to Blue Cross, Blue Shield, Major Medical and Rider J coverage, mileage reimbursement for the use of personal auto on school business and the like.

Should any problems arise, the Board of Education will cooperate with the Association in reaching an equitable solution.

Sincerely,

Ralston E. Dorrell,
Director

Jay T. Reed,
Board Secretary

RED, JTR/c