

Atlantic

THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

ATLANTIC COUNTY BOARD FOR VOCATIONAL EDUCATION

and

ATLANTIC COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL

SUPPORTIVE ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

1977

RUTGERS UNIVERSITY

1975-1977

ARTICLE 1

1

RECOGNITION

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THE BOARD HEREBY RECOGNIZES THE ATLANTIC COUNTY AREA VOCATIONAL-TECHNICAL
SCHOOL SUPPORTIVE ASSOCIATION AS THE EXCLUSIVE REPRESENTATIVE FOR COLLECTIVE
NEGOTIATION CONCERNING GRIEVANCES AND TERMS AND CONDITIONS OF EMPLOYMENT FOR
FULL-TIME AND PART-TIME SUPPORTIVE STAFF PERSONNEL UNDER CONTRACT, ON LEAVE,
OR AS DETERMINED AT THE CONSENT ELECTION BY P.E.R.C. ON SEPTEMBER 2nd, 1975. A
PART-TIME EMPLOYEE IS DETERMINED AS A PERSON WORKING A MINIMUM OF 20 HOURS PER
WEEK. INCLUDED: NON PROFESSIONAL EMPLOYEES INCLUDING, SECRETARIAL, CLERICAL,
AND DATA PROCESSING PERSONNEL, CUSTODIAL AND MAINTENANCE EMPLOYEES, TOOL ROOM
EMPLOYEES, SECURITY AND CAFETERIA EMPLOYEES.

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ARTICLE 2

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NEGOTIATION OF SUCCESSOR AGREEMENT

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A. DEADLINE DATE

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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 MEMBERS OF THE SUPPORTIVE STAFF. SUCH NEGOTIATIONS SHALL BEGIN
NOT LATER THAN THE TIME PRESCRIBED BY THE RULES AND REGULATIONS OR APPLICABLE
STATUTES. ANY AGREEMENT SO NEGOTIATED WHEN APPROVED BY THE RESPECTIVE PARTIES
SHALL APPLY TO ALL MEMBERS OF THE UNIT, BE REDUCED TO WRITING, BE ADOPTED
AND SIGNED BY THE BOARD AND THE ASSOCIATION.

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GRIEVANCE PROCEDURE

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A. DEFINITIONS

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1. GRIEVANCE

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A GRIEVANCE IS A CLAIM OR COMPLAINT BY A MEMBER OF THE SUPPORTIVE 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 SUPPORTIVE STAFF WILL NOT BE A SUBJECT OF A GRIEVANCE.

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2. GRIEVANT

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

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3. PARTY IN INTEREST

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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.

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B. PURPOSE

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

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C. PROCEDURE

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1. TIME LIMITS

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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.

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IN THE INSTANCES OF GRIEVANCES FILED BY CAFETERIA PERSONNEL, CUSTODIAL
PERSONNEL, MAINTENANCE PERSONNEL, DATA PROCESSING PERSONNEL, SECURITY PERSONNEL,
AND ALL SECRETARIES AND CLERKS FOR ABOVE, THE GRIEVANCE PROCEDURE SHALL BE AS
FOLLOWS:

A2. LEVEL 1

A MEMBER OF THE SUPPORTIVE STAFF WITH A GRIEVANCE SHALL FIRST DISCUSS
IT WITH HIS/HER PRINCIPAL OR IMMEDIATE SUPERIOR WITHIN 30 DAYS OF THE
ALLEGED ACT WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY. IF,
AS A RESULT OF THE DISCUSSION, THE MATTER IS NOT RESOLVED TO THE SATISFACTION
OF THE AGGRIEVED PARTY, HE/SHE SHALL SET FORTH HIS/HER COMPLAINT IN WRITING
TO HIS/HER IMMEDIATE SUPERIOR. SAID SUPERIOR SHALL COMMUNICATE
HIS/HER DECISION TO THE AGGRIEVED PARTY IN WRITING WITHIN SEVEN (7) SCHOOL
DAYS OF THE RECEIPT OF THE WRITTEN COMPLAINT.

A3. 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 THEREAFTER, 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
SCHOOL BUSINESS MANAGER WITHIN SEVEN (7) SCHOOL DAYS THEREAFTER.
THE SCHOOL BUSINESS MANAGER WILL ATTEMPT TO RESOLVE THE GRIEVANCE AS
EXPEDITIOUSLY AS POSSIBLE, BUT WITHIN A PERIOD NOT TO EXCEED TEN (10)
SCHOOL DAYS. THE SCHOOL BUSINESS MANAGER SHALL COMMUNICATE HIS DECISION
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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.

GRIEVANCE PROCEDURE "B"

IN THE INSTANCE OF GRIEVANCES FILED BY SECRETARIES AND CLERKS OTHER THAN THOSE LISTED IN GRIEVANCE PROCEDURE "A" AND TOOL ROOM ATTENDANTS, THE GRIEVANCE PROCEDURE SHALL BE AS FOLLOWS:

B2. LEVEL 1

A MEMBER OF THE SUPPORTIVE STAFF WITH A GRIEVANCE SHALL FIRST DISCUSS IT WITH HIS/HER PRINCIPAL OR IMMEDIATE SUPERIOR WITHIN 30 DAYS OF THE ALLEGED ACT WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY. IF, AS A RESULT OF THE DISCUSSION, THE MATTER IS NOT RESOLVED TO THE SATISFACTION OF THE AGGRIEVED PARTY, HE/SHE SHALL SET FORTH HIS/HER COMPLAINT IN WRITING TO HIS/HER IMMEDIATE SUPERIOR. SAID SUPERIOR SHALL COMMUNICATE HIS/HER DECISION TO THE AGGRIEVED PARTY IN WRITING WITHIN SEVEN (7) SCHOOL DAYS OF THE RECEIPT OF THE WRITTEN COMPLAINT.

B3. <u>LEVEL 2</u>	160
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BOARD'S CHIEF SCHOOL ADMINISTRATOR WITHIN SEVEN (7) SCHOOL DAYS THEREAFTER.	166
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OBTAIN A COMMITMENT FROM SAID ARBITRATOR TO SERVE. IF THE PARTIES	185
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WITHIN THE SPECIFIED PERIOD, A REQUEST FOR A LIST OF ARBITRATORS MAY	187
BE MADE TO THE PUBLIC EMPLOYEES RELATIONS COMMISSION BY EITHER PARTY.	188
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IF ORAL HEARINGS HAVE BEEN WAIVED, THEN FROM THE DATE OF THE FINAL	193
STATEMENTS AND PROOFS ON THE ISSUES HAVE BEEN SUBMITTED TO HIM.	194
THE ARBITRATORS DECISION SHALL BE IN WRITING AND SHALL SET FORTH HIS	195
FINDINGS OF FACT, REASONING AND CONCLUSIONS ON THE ISSUES SUBMITTED.	196
THE ARBITRATOR SHALL BE WITHOUT POWER OR AUTHORITY TO MAKE ANY	197
DECISION WHICH REQUIRES THE COMMISSION OF AN ACT PROHIBITED BY LAW OR	198
WHICH IS VIOLATIVE OF THE TERMS OF THIS AGREEMENT. THE DECISION OF THE	199
ARBITRATOR SHALL BE SUBMITTED TO THE BOARD AND THE ASSOCIATION AND	200
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ANY MEMBER OF THE ADMINISTRATION OR THE ASSOCIATION AGAINST ANY	210
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RECOMMENDATION OF THE DIRECTOR.	251
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3. TWELVE MONTH EMPLOYEES SHALL BE EMPLOYED FROM JULY 1 TO JUNE 30, PRORATED	254
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SCHEDULE "A"

Atlantic County Area Vocational-Technical School
Supportive Association Salary Guide

1975-76

	A Tool Room Custodians Maint. Helper	B Maintenance Mechanic	C Security Guard	D Principal's Secretary	E Clerk Typist Key Punch Switchboard	F Programmer Operator	G Secretary Payroll Sec.
1	5,500.00	9,500.00	6,000.00	5,800.00	5,000.00	9,200.00	5,400.00
2	5,750.00	9,750.00	6,300.00	6,100.00	5,300.00	9,500.00	5,700.00
3	6,000.00	10,000.00	6,600.00	6,400.00	5,600.00	9,800.00	6,000.00
4	6,250.00	10,250.00	6,900.00	6,700.00	5,900.00	10,100.00	6,300.00
5	6,500.00	10,500.00	7,200.00	7,000.00	6,200.00	10,400.00	6,600.00
6	6,750.00	10,750.00	7,500.00	7,300.00	6,500.00	10,700.00	6,900.00
7	7,000.00	11,000.00	7,800.00	7,600.00	6,800.00	11,000.00	7,200.00
8	7,250.00	11,250.00	8,100.00	7,900.00	7,100.00	11,300.00	7,500.00

H
Cool: (7 Hr. Position)
I
Caf. Aide
Cashier (7 Hr.)
J
Dishwasher
(7 Hr.)
K
Baker
(6 Hr. Position)

1	8,000.00	4,400.00	3,800.00	6,800.00
2	8,200.00	4,600.00	4,000.00	7,000.00
3	8,400.00	4,800.00	4,200.00	7,200.00
4	8,600.00	5,000.00	4,400.00	7,400.00
5	8,800.00	5,200.00	4,600.00	7,600.00
6	9,000.00	5,400.00	4,800.00	7,800.00
7	9,200.00	5,600.00	5,000.00	8,000.00
8	9,400.00	5,800.00	5,200.00	8,200.00

Atlantic County Area Vocational-Technical School
Supportive Association Salary Guide

1976 - 77

	A		B		C		D		E		F	
	TOOL ROOM CUSTODIANS MAINT. HELPER	MAINTENANCE MECHANIC	SECURITY GUARD	PRINCIPAL'S SECRETARY	CLERK TYPIST KEY PUNCH SWITCHBOARD	PROGRAMMER OPERATOR						
1	5,879.00	10,155.00	6,414.00	5,200.00	5,345.00	9,835.00						
2	6,147.00	10,423.00	6,735.00	6,521.00	5,666.00	10,156.00						
3	6,414.00	10,690.00	7,055.00	6,842.00	5,986.00	10,476.00						
4	6,681.00	10,957.00	7,376.00	7,162.00	6,307.00	10,797.00						
5	6,949.00	11,225.00	7,697.00	7,483.00	6,628.00	11,118.00						
6	7,216.00	11,492.00	8,018.00	7,804.00	6,949.00	11,438.00						
7	7,483.00	11,759.00	8,338.00	8,124.00	7,269.00	11,759.00						
8	7,750.00	12,026.00	8,659.00	8,445.00	7,590.00	12,080.00						

	G		H		I		J		K	
	SECRETARY PAYROLL SEC.	COOK (7 HR POSITION)	CAF. AIDE CASHIER (7 HR)	DISHWASHER (7 HR)	BAKER (6 HR POSITION)					
1	5,773.00	8,552.00	4,704.00	4,062.00	7,269.00					
2	6,093.00	8,766.00	4,917.00	4,276.00	7,483.00					
3	6,414.00	8,980.00	5,131.00	4,490.00	7,697.00					
4	6,735.00	9,193.00	5,345.00	4,704.00	7,911.00					
5	7,055.00	9,407.00	5,559.00	4,917.00	8,124.00					
6	7,376.00	9,621.00	5,773.00	5,131.00	8,338.00					
7	7,697.00	9,835.00	5,986.00	5,345.00	8,552.00					
8	8,018.00	10,048.00	6,200.00	5,559.00	8,766.00					

DURATION OF AGREEMENT

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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 AREA VOCATIONAL-TECHNICAL SCHOOL SUPPORTIVE ASSOCIATION

269

Thompson A. Heintz

PRESIDENT

270

Carol Nash

SECRETARY

271

DATE ADOPTED: 11/25/75

272

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

273

Frank Means

PRESIDENT

274

Ann M. [unclear]

SECRETARY

275

DATE ADOPTED: 11/25/75
BEVC

276

DEC 18 2 12 PM '75