

4-0019  
07-22

DOES NOT CIRCULATE

1970

This agreement made this 26th day of March 1970, Between the Board of Education of the Town of West Orange in the County of Essex, hereinafter called the "Board" and the West Orange Association of Educational Secretaries, hereinafter called the "Association";

WHEREAS, The Board and Association have carried on negotiations in order to implement the provisions of Chapter 303 of the laws of 1968 (New Jersey Employer-Employee Relations Act) and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. The Board recognizes the Association as the majority representative in accordance with Chapter 303 of the laws of 1968 for the following unit composed of the following employees:

- Elementary secretaries
- High School library secretaries
- Junior High School Secretaries
- Senior High School Secretaries .
- Secretaries in Administrative Offices
- Switchboard operators
- Data Center Key punch-tabulator Operator

being the classifications of employees set forth in the 1969-1970 salary guide for secretaries as adopted by the Board

2. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional, or lay, whether or not a member.

days, (d) Vacations, (e) Insurance protection, (f) hours per week, (g) emergency leave, during the term of this agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this agreement.

2. The members of the Association agree to perform their duties in accordance with this agreement, the Rules, Regulations, Policies and By-Laws of the Board, the State Board of Education and the statutes pertinent thereto.

#### ARTICLE VII

##### FINALTY CLAUSE

1. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement

#### ARTICLE VIII

##### GRIEVANCE PROCEDURE

1. A "grievance" is an alleged violation of the application, meaning, or interpretation of any provisions of this agreement.

2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

A. The failure or refusal of the Board to renew a contract of a non-tenure employee:

B. In matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education:

C. In matters where the Board is without authority to act:

D. In matters involving the sole and unlimited discretion of the Board;

E. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

3. The term "Superintendent" shall mean the Superintendent of Schools or his designee.

4. The term "employees" includes all individuals who are represented by the West Orange Association of Educational Secretaries

5. The term "person" means an aggrieved employee within the Negotiating Unit.

6. The term "days" shall mean school days.

7. The primary purpose of this procedure is to secure promptly at the lowest level possible, equitable solutions of claims of the aggrieved person. Both parties agree that these proceedings shall be kept confidential so far as practicable at each level of this procedure.

8. It is recognized that all grievances will be processed in good faith by both parties. Since it is important that grievances be processed as rapidly as possible, every effort shall be made to expedite the process.

A. A grievance shall first be discussed orally with the aggrieved's immediate <sup>Superior</sup> superior, as outlined in the Board's Table of Organization, with a representative of the Association present if the employee requests. If the grievance pertains only to a situation involving a building which is administered by a building principal, then in that event the grievance shall be submitted in writing by the aggrieved employee to the principal of the building involved within ten working days of its occurrence. If the matter is not settled in this stage within five working days after presentation of the grievance to the building principal, it may, within two more working days, be submitted to the Superintendent of Schools

B. In the event that a grievance is not resolved to the satisfaction of the aggrieved at 8-A above, the aggrieved shall submit her grievance in writing within five (5) days of complying with 8-A on forms prescribed by the Board to the Superintendent. The Superintendent shall hold a hearing at which the aggrieved person, the Association or its representative, and such other persons as the Superintendent or the Association may require, shall have an opportunity to be heard, except that the aggrieved shall have the right to process her own grievance without the Association. In that event, the Association shall have no right to be heard unless the grievance applies to a class of employees.

C. Within twenty (20) days after said hearing, the Superintendent shall, in writing, advise the aggrieved ~~and~~

and the Association, if applicable, of his determination, and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee and the Association shall be informed.

D. In the event that the Association is not satisfied with the decision of the Superintendent or his designee, such grievance or grievances may be taken to arbitration. The Association and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached regarding an impartial arbitrator, the American Arbitration Association shall be asked to submit a panel of five names of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration. Upon receipt of such a list, the Board and the Association shall alternately strike off one name until one is left. The Association shall strike the first name and, in succeeding grievance cases, the parties shall alternate which one shall strike the first name on the panel. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provisions of this Agreement. The decision of the impartial arbitrator shall not be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

9. No grievance shall be considered unless the same has been raised within ten days of its occurrence and no adjustment as of an earlier date.

ARTICLE IX  
EXPIRATION CLAUSE

1. This agreement shall expire at midnight on June 30, 1970.
2. At any time after October 1, 1969, and upon thirty (30) days written notice to either side, the parties hereto shall commence negotiating for a contract covering the next ensuing year.

ARTICLE X  
SEPARABILITY

1. It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this agreement. Should any provision or provisions of this Agreement be declared illegal, contrary to any statute, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and affixed the corporate seal hereto the day and year first above written.

ATTEST:

F. T. Gunnon  
Secretary

BOARD OF EDUCATION OF THE TOWN  
OF WEST ORANGE IN THE COUNTY OF  
ESSEX

By: Alb. Plamack  
President

ATTEST:

Margaret P. Allmand  
Secretary

WEST ORANGE ASSOCIATION OF  
EDUCATIONAL SECRETARIES

By: Elvise G. Cain  
President

WEST ORANGE PUBLIC SCHOOLS  
 10 GASTON STREET  
 WEST ORANGE, NEW JERSEY 07052

SALARY GUIDE FOR SECRETARIES  
 (Effective July 1, 1969)

STEP	TEN MONTH CONTRACT		STEP	TWELVE MONTH CONTRACT		
	I	II		III	IV	V
1.	\$3,387	\$3,187	1.	\$4,150	\$3,850	\$4,368
2.	3,590	3,378	2.	4,399	4,081	4,630
3.	3,764	3,552	3.	4,611	4,293	4,853
4.	3,937	3,725	4.	4,823	4,505	5,076
5.	4,110	3,898	5.	5,035	4,717	5,299
6.	4,282	4,070	6.	5,247	4,929	5,523
7.	4,456	4,244	7.	5,459	5,141	5,745
8.	4,629	4,417	8.	5,671	5,353	5,969
9.	4,802	4,590	9.	5,883	5,565	6,191
10.	4,975	4,763	10.	6,095	5,777	6,415
11.	5,148	4,936	11.	6,307	5,989	6,638
12.	5,321	5,109	12.	6,519	6,201	6,861
13.	5,494	5,282	13.	6,731	6,413	7,084
14.	5,710	5,498	14.	6,996	6,678	7,364

Classifications

- I - Secretaries to Elementary Principals
- II - Secretaries in School Libraries
- III - Secretaries in Junior High Principals' Offices  
 Secretaries in Senior High Principals' Offices
- IV - Assistant Secretaries in Senior High Schools, i.e.  
 Guidance, Attendance, Visual Aid, Switchboard,  
 Central Office Switchboard
- V - All Other Administrative Office Secretaries & Key Punch - Tabulator Operator

Date: March 5, 1969

Adopted: March 10, 1969

THE PUBLIC SCHOOLS  
10 Gaston Street  
West Orange, New Jersey

1969-1970 SCHOOL CALENDAR

MONTH	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	TD
SEPT.	1	2	3	4	5	6	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				19
OCT.			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30	31	23
NOV.			R	*	*																					16
DEC.	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			17
JAN.				*	*														R							20
FEB.	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27						15
MARCH	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				21
APRIL				R															*	*	*	*	*			17
MAY					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	21
JUNE	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30			16	
MONTH	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	185

CODE: \* No Session                      / Staff Attendance Day  
 \*<sub>1/2</sub> Four-hour Session                R Distribution of Report Cards

\* \* \* \* \*

CALENDAR

- September 2 ..... All staff meet with their principals at 9:00 a.m.
- September 3 ..... Four-hour session for all students
- September 22 ..... Yom Kippur
- November 6 & 7 ..... N.J.E.A. Convention
- November 26 ..... Four-hour session
- November 27 & 28 ..... Thanksgiving Vacation
- December 23 ..... Four-hour session
- December 24 thru January 2 ... Christmas Vacation
- February 23 thru February 27 . Midwinter Vacation
- March 27 ..... Good Friday
- April 20 thru April 24 ..... Spring Vacation
- June 22 ..... Last School Day

MARKING PERIODS

- September 3 thru October 31 = 42 days
- November 3 thru January 26 = 43 days
- January 17 thru March 26 = 44 days
- March 30 thru June 22 = 56 days

REPORT CARD DATES

- November 5
- January 23
- April 3
- June 22

THE SCHOOL CALENDAR YEAR SHALL BE 185 DAYS. WHEN SCHOOL IS CLOSED FOR ANY REASON OTHER THAN AS SCHEDULED, THESE DAYS WILL BE MADE UP AT THE DISCRETION OF THE BOARD OF EDUCATION AND ADDED TO THE SCHOOL CALENDAR YEAR. (Adopted May 12, 1969)

OFFICE OF THE SUPERINTENDENT

CENTRAL OFFICE PERSONNEL HOLIDAY CALENDAR FOR 1969-70 (REVISED)

Friday, July 4 - Independence Day	1
Monday, September 1 - Labor Day	1
Friday, November 7 - N.J.E.A. Convention	1
Wednesday, November 26 - Offices close at 1 P.M.	1/2
Thursday and Friday - November 27 and 28 - Thanksgiving Vacation	2
Wednesday, December 24 - Offices close at 1 P.M.	1/2
Thursday and Friday, - December 25 and 26 - Christmas Vacation	2
Thursday and Friday, January 1 and 2 - New Year's Vacation	2
February 23 through 27 - Midwinter Vacation (all work 3 days)	2
Friday, March 27 - Good Friday	1
April 20 through 24 - Spring Vacation (all work 2 days)	3
	<u>16</u>

This calendar has been established within the framework of the practice of granting 16 holidays to Central Office personnel.

Central office personnel is expected to report on snow days.