

4-2014

07-22

A G R E E M E N T
between
WEST ORANGE BOARD OF EDUCATION
and
WEST ORANGE ASSOCIATION
of
EDUCATIONAL SECRETARIES
Covering Period
1972 - 1973

TABLE OF CONTENTS

ARTICLE I.....RECOGNITION
ARTICLE II.....SUCCESSOR AGREEMENT AND BOARD'S RIGHTS
ARTICLE III.....JOB OPPORTUNITIES
ARTICLE IV.....GRIEVANCE PROCEDURE
ARTICLE V.....HOURS OF EMPLOYMENT AND WORK YEAR
ARTICLE VI.....SALARIES
ARTICLE VII.....SICK LEAVE
ARTICLE VIII.....OTHER TYPES OF LEAVE
ARTICLE IX.....VACATIONS
ARTICLE X.....EMPLOYEE DEVELOPMENT
ARTICLE XI.....DUES DEDUCTION
ARTICLE XII.....INSURANCE PROTECTION
ARTICLE XIII.....SEPARABILITY
ARTICLE XIV.....MISCELLANEOUS
SCHEDULE A - SALARY GUIDE FOR SECRETARIES
1972-1973 SCHOOL CALENDAR
CENTRAL OFFICE PERSONNEL HOLIDAY CALENDAR 1972-1973

ARTICLE I
RECOGNITION

- A. This Agreement made this seventh day of August, 1972, 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."
- B. The Board agrees to, and hereby does recognize the Association as the majority representative for collective negotiations on behalf of the following unit in accordance with Chapter 303, Public Laws of 1968;
1. Including:
 - Elementary School Secretaries
 - High School Library Secretaries
 - Junior High School Secretaries
 - Senior High School Secretaries
 - Switchboard Operators
 - Secretaries in Administrative Offices (except as provided below)
 - Data Center Key Punch-Tabulator Operator
 2. Excluding:
 - Executive Secretary to the Superintendent
 - Executive Secretary to the Board Secretary/School Business Administrator
 - Executive Secretary to the Director of Personnel
- C. 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.

ARTICLE II
SUCCESSOR AGREEMENT & BOARD'S RIGHTS

- A. Not later than October 1st in any year, the Board and the Association agree to initiate negotiations over a successor agreement. The preliminary session(s) shall be limited to discussion of ground

rules and procedures. It is further agreed that the Board and the Association shall submit contract proposals for negotiation not later than October 15 in any year.

- B. All agreements shall be reduced to writing and signed by the parties.
- C. 1. The Association acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically (a) hours of employment and work year, (b) salaries, (c) sick leave, (d) other types of leave, (e) vacations, (f) insurance protection, 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 employees covered by this Agreement 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.
- D. 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, except as provided in ARTICLE XIII.

ARTICLE III
JOB OPPORTUNITIES

- A. All notices of job opportunities shall be posted in all schools and offices a reasonable time in advance of interviewing. A

copy of said notice shall be sent to the President of the Association.

- B. The Board will comply with all applicable statutes in reference to tenure.

ARTICLE IV
GRIEVANCE PROCEDURE

- A. A "grievance" is an alleged violation of the application, meaning, or interpretation of any provisions of this Agreement.
- B. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:
1. The failure or refusal of the Board to renew a contract of a non-tenure employee.
 2. 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.
 3. In matters where the Board is without authority to act.
 4. In matters involving the sole and unlimited discretion of the Board.
 5. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, further review of the Board's action is available to employees under provisions of State Law.
- C. The term "Superintendent" shall mean the Superintendent of Schools or his designee.
- D. The term "employees" includes all individuals who are represented by the West Orange Association of Educational Secretaries.
- E. The term "person" means an aggrieved employee within the Negotiating Unit.
- F. The term "days" shall mean school days.
- G. 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 as far as practicable at each level of this procedure.

H. 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.

1. A grievance shall first be discussed orally with the aggrieved's immediate supervisor, 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 (10) working days of this occurrence. If the matter is not settled in this stage within five (5) working days after presentation of the grievance to the building principal, it may be submitted to the Superintendent of Schools.
2. In the event that a grievance is not resolved to the satisfaction of the aggrieved at H-1 above, the aggrieved shall submit her grievance in writing within five (5) days of complying with H-1 on forms prescribed by the Board to the Superintendent. The Superintendent shall hold a hearing within thirty (30) days of receipt of the grievance 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.
3. Within twenty (20) days after said hearing, the Superintendent shall, in writing, advise the aggrieved 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.
4. 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 binding 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 (5) 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 be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

- I. No grievance shall be considered unless the same has been raised within ten (10) days of its occurrence and no adjustment as of an earlier date.

ARTICLE V HOURS OF EMPLOYMENT AND WORK YEAR

- A. HOURS OF EMPLOYMENT: The regular work week shall consist of thirty-five (35) hours. It is expected that an employee will work reasonable overtime when requested to do so.

In the event that an employee works between thirty-five (35) hours and forty (40) hours in a work week, she shall receive compensatory time at a ratio on one to one, or will be paid for said time at her normal rate of pay.

In the event that an employee works in excess of forty (40) hours in any one work week, she shall be paid at the rate of one and one-half times of her normal rate of pay or be granted compensatory time at the ratio of one to one and one-half.

"Compensatory time" is defined as time off during normal working hours to be taken at such time as the employee shall select with the approval of the immediate supervisor. Said compensatory time shall be scheduled within sixty (60) days of its accrual. Whether an employee will be paid for additional hours of work or will receive compensatory time will be determined by mutual agreement between the employee and the immediate supervisor. For the purpose of computing overtime within a week, the work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.

The normal work day shall consist of seven (7) working hours with a duty-free one-hour lunch period. The lunch period shall be scheduled by the employee's immediate supervisor.

B. CLASSIFICATIONS: For purposes of the work-year, calendar employees are placed in the following classifications:

- I. Secretaries in Elementary Schools
Secretaries in High School Libraries
- II. Secretaries in Junior and Senior High Schools
Switchboard Operators
- III. Administrative Office Secretaries
Key Punch-Tabulator Operator

C. WORK YEAR:

1. The work year for ten-(10)-month secretaries in Classification I shall be from September 1 to June 30. Said employees shall have the vacations and holidays as set forth in the school calendar.
2. a) The work year for twelve-(12)-month school secretaries in Classification II shall be from July 1 to June 30. Said employees shall be subject to the provisions for earned vacations set forth in

this Agreement, in addition to the school vacations and holidays provided for in the school calendar.

b) The work year for the switchboard operators shall be the same as that for personnel in Classification III.

3. The work year for twelve-(12)-month secretaries in Classification III shall be from July 1 to June 30. Said employees shall be subject to the provisions for earned vacations set forth in this Agreement, in addition to the school vacations and holidays provided for in the Central Office Calendar.

ARTICLE VI SALARIES

- A. The salaries to be paid all employees covered by this Agreement are set forth in the salary guide for secretaries adopted by the Board of Education. Attached hereto is Schedule A which is the Salary Guide.
- B. PAYMENT OF SALARIES: All regular employees shall be paid one-half of the monthly salary on the fifteenth and the last calendar day of each month under contract except when such day is a non-working day, in which case salary shall be paid on the first preceding working day.

Monthly salary is defined as one-tenth annual salary for all ten-month employees, and one-twelfth annual salary for all twelve-month employees.

ARTICLE VII SICK LEAVE

- A. SICK LEAVE FOR PERSONAL ILLNESS: All full-time employees shall be allowed ten (10) days or two (2) calendar weeks' absence

annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

- B. SUPPLEMENTARY SICK LEAVE: Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service beginning with the 1960-61 school year, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three (3) days in a month.
- C. CREDIT FOR UNUSED ACCUMULATED SICK LEAVE FROM OTHER SCHOOL DISTRICTS IN THE SAME COUNTY: Credit for unused accumulation of sick leave days from another school district in the same county shall be granted by the Board of Education. The employee must present a certificate from the prior district listing the unused days. This request must be presented within the first year of employment.
- D. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS: Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in

its judgment, are deserving of such.

- E. COMPENSABLE ABSENCE: Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee up to a full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Section I (18:13-23.8) of the act of which this act is a supplement. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ARTICLE VIII
OTHER TYPES OF LEAVE

- A. EMERGENCY ABSENCE: In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

SERIOUS: Shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure the proper recuperation of the patient.

- IMMEDIATE: 1. In the case of serious illness, IMMEDIATE shall be understood to include in the family, the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.
2. In the case of death, IMMEDIATE shall be understood to include, in addition to the persons named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

In case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made. Relative of the second degree - shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

- B. PERSONAL BUSINESS: An application for absence for personal business is to be made only when the absence cannot be avoided without substantial hardship to the employee.
- Application for absence for personal business shall be made in writing, at least three (3) school days prior to the time of absence, if possible, to the employee's immediate supervisor for approval. The employee shall state the reason for the personal leave on the appropriate form. Three days of personal leave, with full pay, are permissible where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by the employee's immediate supervisor and the Director of Personnel.

C. RELIGIOUS OBSERVANCES: Absences for three (3) religious holy days shall be granted with full pay and shall not be counted as absences under personal business. Any absence beyond the three (3) religious holy days shall receive full pay deduction.

Application for absence for religious holy days shall be made, in writing at least three (3) school days prior to the time of absence, to the building principal, (in the case of the Administrative Offices - to the immediate supervisor) who will authorize the absence.

D. MATERNITY: An employee who is pregnant shall file with the Superintendent of Schools not later than the third month of pregnancy, a physician's certificate stating the date of the expected birth. The employee shall be required to stop working not later than the end of the fourth month of pregnancy.

An employee on tenure may request a maternity leave of absence. The leave shall continue for one calendar year from the date of the initial absence and thereafter until the beginning of the next school year. An employee not on tenure shall submit her resignation not later than the third month of pregnancy, effective at the end of the fourth month of pregnancy.

ARTICLE IX VACATIONS

All full-time and part-time twelve-month secretaries shall be eligible for a vacation according to the following conditions:

A. Request for earned vacation absence must be made in duplicate in advance of the absence, using the form "Request for Secretary's Vacation Time." The superior of the employee must approve and sign the forms and return one to the employee and forward the

other to the office of the Superintendent of Schools for recording.

- B. In addition to school vacations and holidays designated by the Board of Education, all twelve-month secretaries who have worked at least four months, shall be entitled to two days earned vacation for each month worked during the school year, not exceeding twenty-two (22) days in any one year. The vacation period shall run from the following July 1 to June 30. Secretaries in school offices are to use at least three-fourths of their vacation days between July 1 and August 31. Any twelve-month secretary employed on a part-time basis (number of days/5) shall be eligible for earned vacation on a fractional basis of the above rule. For example, a secretary who is contracted for three-(3)-days-per-week shall be entitled to $3/5$ vacation days ($3/5 \times 22 \text{ days} = 13 \text{ days}$) and these earned vacation days shall be applied to the three (3) days per week work schedule.
- C. In the case of unusual circumstances, request for exception or accumulation from one year to the next is to be made in writing to the Superintendent of Schools. (Business Office secretaries apply to the Secretary of the Board of Education).

ARTICLE X
EMPLOYEE DEVELOPMENT

- A. The Board is interested in promoting individual employee development.
- B. All requests to attend professional meetings and in-service workshops shall be made in accordance with the established procedures for absence on school business. Each request shall be reviewed on its merits by the Superintendent or his designee,

whose decision shall be final and not subject to the Grievance Procedure.

ARTICLE XI
DUES DEDUCTION

The Board agrees to deduct from the salaries of its employees dues for the West Orange Association of Educational Secretaries, the West Orange Education Association, the Essex County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under the rules established by the State Department of Education.

ARTICLE XII
INSURANCE PROTECTION

The Board shall provide insurance protection, as presently established. The Board shall be liable to pay for insurance protection only to the extent of the coverage presently paid for by the Board.

ARTICLE XIII
SEPARABILITY

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.

ARTICLE XIV
MISCELLANEOUS

- A. Copies of this Agreement shall be prepared at the shared expense of the Board and the Association after agreement on the format and within thirty (30) days after the Agreement is signed. Cost of preparation shall be shared equally.
- B. This Agreement shall expire at midnight on June 30, 1973.

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.

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

BY /s/ _____
Donald Goodkind, President

ATTEST:

/s/ _____
Lennart T. Ericsson, Secretary

WEST ORANGE ASSOCIATION OF
EDUCATIONAL SECRETARIES

BY /s/ _____
Helen Hess, President

ATTEST:

/s/ _____
Renee Mones, Secretary

WEST ORANGE PUBLIC SCHOOLS
22 Municipal Plaza
West Orange, New Jersey

SCHEDULE A

SALARY GUIDE FOR SECRETARIES
(Effective July 1, 1972)

STEP*	TEN MONTH CONTRACT		TWELVE MONTH CONTRACT	
	I	II	III	
1	4093	4992	5250	
2	4326	5267	5540	
3	4512	5502	5790	
4	4708	5742	6040	
5	4934	6017	6335	
6	5127	6252	6585	
7	5323	6492	6830	
8	5516	6727	7075	
9	5713	6967	7320	
10	5934	7237	7605	
11	6127	7472	7860	
12	6409	7807	8205	
13	6602	8042	8455	
14	6816	8301	8717	

CLASSIFICATIONS:

- I Secretaries in Elementary Schools; Secretaries in High School Libraries
- II Secretaries in Junior and Senior High Schools; Switchboard Operators
- III Administrative Office Secretaries; Key Punch-Tabulator Operator

*Step placement does not indicate years of service.

8/7/72

THE PUBLIC SCHOOLS
10 GASTON STREET
WEST ORANGE, NEW JERSEY

1972-1973 SCHOOL CALENDAR

MONTH	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	M	T	W	T	F	TD					
SEPT.					†		+								*											
					1	4	5	(6)	7	8	11	12	13	14	15	18	19	20	21	22	25	26	27	28	29	17
OCT.	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	23	24	25	26	27	30	31				22
NOV.				*	*													*½	*	*						18
			1	2	3	6	7	8	9	10	13	14	15	16	17	20	21	22	23	24	27	28	29	30		
DEC.					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21	22	*	*	*	*	*	16
JAN.	*																									
	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30	31			22
FEB.				1	2	5	6	7	8	9	12	13	14	15	16	*	*	*	*	*						15
																19	20	21	22	23	26	27	28			
MARCH				1	2	5	6	7	8	9	12	13	14	15	16	19	20	21	22	23	26	27	28	29	30	22
APRIL	2	3	4	5	6	9	10	11	12	13	16	17	18	19	20	*	*	*	*	*						15
																23	24	25	26	27	30					
MAY		1	2	3	4	7	8	9	10	11	14	15	16	17	18	21	22	23	24	25	*					22
																					28	29	30	31		
JUNE					1	4	5	6	7	8	11	12	13	14	15	18	19	20	21(22)		25	26	27	28	29	16

185

CODE: * NO SESSION † NEW STAFF ORIENTATION
 *½ EXTENDED SINGLE SESSION + STAFF ATTENDANCE DAY

* * * * *

CALENDAR

September 1.....New Staff Orientation
 September 5.....Staff meet with Principals - 9 A.M.
 September 6.....First day of school
 September 18.....Yom Kippur
 November 2 & 3.....N.J.E.A. Convention
 November 22.....Extended Single Session
 November 23 & 24.....Thanksgiving Recess
 December 25 thru January 1.....Christmas Recess
 February 19 thru February 23.....Mid-winter Recess
 April 20.....Good Friday
 April 23 thru April 27.....Spring Recess
 May 28.....Memorial Day
 June 22.....Last day of school

MARKING PERIODS

REPORT CARD DATES

September 6 thru November 10 = 45 days
 November 13 thru January 26 = 47 days
 January 29 thru April 6 = 45 days
 April 9 through June 22 - 48 days

November 17
 February 2
 April 13
 June 22

THE SCHOOL CALENDAR YEAR SHALL BE 185 DAYS. DAYS WILL BE MADE UP AT THE DISCRETION OF THE BOARD OF EDUCATION AND ADDED TO THE SCHOOL CALENDAR YEAR WHEN SCHOOL IS CLOSED FOR ANY REASON OTHER THAN AS SCHEDULED.

THE PUBLIC SCHOOLS
West Orange, New Jersey

OFFICE OF THE SUPERINTENDENT

1972-1973

Monday and Tuesday, July 3 and 4	Independence Day	2
Monday, September 4	Labor Day	1
Friday, November 3	N.J.E.A. Convention	1
Wednesday, November 22	Offices close at 1 P.M.	1/2
Thursday and Friday, November 23 and 24	Thanksgiving Vacation	2
Monday, December 25	Christmas Day	1
Monday, January 1	New Year's Day	1
Monday, February 19	Washington's Birthday	1
February 20 through 23 (Tuesday-Friday)	Midwinter Recess - (All work 2 days)	2
Friday, April 20	Good Friday	1
April 23 through 27 (Monday-Friday)	Spring Recess (All work 2 1/2 days)	2 1/2
Monday, May 28	Memorial Day	<u>1</u>
		16

*Central Office Administrators
Administrative Secretaries
Key Punch-Tabulator Operator
Central Office Switchboard

May 10, 1972