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This agreement made this 25th day of MAY 1970 between the Board of Education of the Town of West Orange in the County of Essex, hereinafter called the "Board" and the Administrators Association of the West Orange Public Schools, hereinafter called the "Association",

WHEREAS, the Board and the 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:

RECOGNITION

- 1. The Board recognizes the Association as the majority representative in accordance with Chapter 303, Laws of 1968, for the following positions:
 - A. Principals, Directors, Administrative Assistants, Assistant Principals and such other positions as the Courts shall determine to be properly represented by the Association.

WORK YEAR

- 2. The work year for all personnel covered by this agreement who are employed for what is commonly referred to as a "12 month contract" shall be as follows:
 - A. Between September 1 and June 30, the supervisors' employment calendar shall coincide with the regular school calendar, a copy of the 1970-71 school calendar is attached hereto as Schedule A, except that the time between September 1 and the opening day of school, and the time between the closing day of school and June 30 shall be considered as required days of employment.
 - B. In addition, the weeks between July 1 and September 1 shall be considered as required weeks of employment.

Prepared May 19, 1970

THIS BOOK

- C. The work year for "12 month employees" set forth above is subject to the provisions for vacations set forth in this agreement.
- D. Those employees covered by this agreement who are ten month employees shall work the regularly scheduled school calendar, except that the time between September 1 and the opening day of school, and the time between the closing day of school and June 30 shall be considered as required days of employment.
- E. It is recognized that emergency situations may arise wherein the presence of the administrators may be necessary, in which event they will respond.

VACATIONS

- 3. All employees, covered by this agreement, who are "12 month employees" and who have completed one year of service, shall receive a vacation of twenty-two (22) working days, accumulated at the rate of two (2) days per month worked, which the said employees shall be free to take between the last day of the "summer session" in July and the week prior to the opening of school. An employee may also take part of his or her twenty-two (22) vacation days at other times during the work year, if the approval of the Superintendent is first obtained.
 - A. In the event that an employee is required to work by the Board of the Superintendent, during that part of the summer when vacations would normally be taken, in order to cooperate with the Superintendent in fulfilling the needs of the school system, and is therefore prevented from taking his vacation, he or she shall, as determined by the Board, be paid in lieu of the vacation or paid in part for the vacation and permitted to accumulate that portion of his vacation for which he is not paid.

REASSIGNMENT

4. The Board recognizes that the employees have a valid interest in the positions to which they are assigned. The Board agrees that in the event of reassignment, the employees shall be consulted with respect thereto. The association recognizes that the reassignment of employees is the exclusive prerogative of the Board.

DUTIES

5. 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.

NEGOTIATIONS

6. The parties agree that all negotiable items raised by the parties 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.

INSURANCE

7. The Board shall provide insurance protection, as presently established and as specifically set forth in the master policies held by the Board.

TUITION AID

8. The Board and the Association recognize that continued professional growth is a joint responsibility of the employee and the school system in which he is employed.

To that end, the Board agrees to reimburse employees covered by this agreement up to twenty-five dollars (\$25.00) for approved course credit completed with a maximum of nine (9) course credits taken in any one year (July 1-June 30) in accordance with the Tuition Aid Plan, which is attached hereto as appendix A.

SALARIES

9. The salary guide of all employees covered by this agreement is set forth in Schedule B attached hereto and incorporated by reference, as are the positions filled by the employees.

SELECTION OF NEW PERSONNEL

10. The Board recognizes that the employees have a valid interest in the personnel selected and assigned to work under their supervision. The Board agrees that, in the processing of candidates for positions to work under said Supervisors, such candidates will normally be interviewed by said Supervisors, who may make recommendations for consideration by the Board; however, the Association recognizes that the selection of new personnel is the exclusive prerogative of the Board.

SABBATICAL LEAVE

11. A sabbatical leave shall be granted to an employee covered by this agreement by the Board for study, for travel, or for other reasons of value to the school system, subject to the following conditions:
- A. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of two employees covered by this agreement at any one time.
 - B. Requests for sabbatical leave must be received by the Superintendent in writing no later than December 1, and action must be taken on all such requests no later than February 1 of the school year preceding the school year for which the sabbatical leave is requested.
 - C. The plan is as follows: One year's leave at one-half pay after seven (7) years of service to the district.
 - D. Upon return from sabbatical leave, a Supervisor shall be placed on the salary schedule at the level which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.

E. The Board's present policy regarding sabbatical leaves remains in full force and effect except as hereinabove modified.

FINANCIAL TERMS OF THIS AGREEMENT

12. 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) Salaries for the work year, (B) Sick Days, (C) Personal Days, (D) Emergency Leave, (E) Vacations, (F) Insurance Protection, and (G) Tuition Aid Plan during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this agreement.

EMPLOYEE ABSENCES

13. Employees shall be granted absences from employment as presently established by the Board's Rules and Regulations, Page 15 (E) through 17 (9) inclusive.

DEFINITIONS

14. The following grievance procedure is hereby established:

- A. A "complaint: is an expression of dissatisfaction in an unwritten form.
- B. A "grievance" is an alleged violation of the application, meaning, or interpretation of any provisions of this agreement.
- C. 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-laws 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, a further review of the Board's action is available to employees under provisions of State Law.
- D. The term "Superintendent" shall mean the Superintendent of Schools or his designee.
- E. The term "Administrators" includes all individuals who are represented by the Administrators Association of West Orange Public Schools.
- F. The term "person" means an aggrieved employee within the Negotiating Unit. The term "Board" shall mean two members of the Board of Education.
- G. The term "days" shall mean school days.
- H. There shall be a "grievance committee" made up of Representatives of the Association.

STATEMENTS OF PURPOSE

- I. The primary purpose of this procedure is to secure promptly and 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.
- J. It is recognized that all complaints and 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.

GRIEVANCE PROCEDURE

- K. In the presentation of a grievance, the aggrieved may represent himself or be represented by the representatives of the Association. In the event the aggrieved chooses to represent himself, the Association shall be a third party

to the grievance procedures, shall be notified of all hearings and may present its position as to the grievance involved.

- (1) A complaint shall first be discussed orally with the complainant's immediate superior as outlined in the Board's Table of Organization.
- (2) Should a complainant not be satisfied with the result of oral discussion of the complaint, he may then file, using prescribed grievance forms, the grievance in writing, with his immediate superior and he may file said grievance with the Grievance Committee of the Association specifying:
 - a. A statement of the grievance.
 - b. The results of the previous discussion.
 - c. The basis, as set forth in K (b), of his dissatisfaction with the determination.
- (3) In the event that a grievance is not resolved to the satisfaction of the aggrieved, the foregoing procedure under this paragraph, the aggrieved shall within ten (10) days of the determination of immediate supervisor, submit his grievance 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.
- (4) Within ten (10) days after said hearing, the Superintendent shall, in writing, advise the aggrieved and the Association of his determination, and shall forward a copy of said determination to the immediate superior of the aggrieved employee.

- (5) In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs K (c) (d), or if his determination is deemed unsatisfactory by the aggrieved person, the aggrieved person, within five (5) days of the time of the failure of the Superintendent to act, or within five (5) days of the determination by him, may appeal to the Board of Education.
- (6) Where the appeal is taken to the Board, there shall be submitted by the appellant:
 - a. Writing containing the information set forth in paragraph K (b), (d), and further statement in writing, setting forth the appellant's basis for dissatisfaction with the Superintendent's determination. A copy of said statement shall be furnished to the Superintendent and the other party in interest.
 - b. The Board shall hold a hearing on the written appeal within fifteen (15) days of receipt of the written appeal.
- (7) The Board shall make a determination within ten (10) days from the hearing and shall in writing notify the employee, his representative (if there be one) and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.
- L. No grievance shall be considered unless the same has been raised within fifteen (15) days as defined in this section of its occurrence.
- M. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration.
 - (1) The Board and Association shall mutually agree upon an arbitrator chosen from a panel of seven (7) names

supplied by the American Arbitration Association. The arbitrator chosen shall, insofar as possible, have had experience in the field of education and experience in the settlement of disputes in the area of public employment. 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 cost of the arbitrator shall be borne equally by the Board and the Association. Arbitration shall apply only to matters which can be processed through the grievance procedure herein and not to salaries or new terms for any succeeding agreement. The power and authority of the impartial umpire 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 umpire, within the authority herein prescribed, shall be final and binding upon the parties.

FUTURE NEGOTIATIONS

15. At any time after October 1, 1971, and upon thirty (30) days notice given to either side, the parties hereto shall commence negotiations for a new agreement for the next ensuing school year, or any additional periods that the parties may agree upon, provided that the Association shall prove continued majority representation of those employees in the appropriate unit under procedures approved by the Board and the Association and within Public Law Chapter 303.

TERMINATION OF THIS AGREEMENT

16. This agreement shall expire at midnight on June 30, 1972
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 *W. L. Clamack*
President

ATTEST:

F. J. Quinn
Secretary

ADMINISTRATORS ASSOCIATION OF
WEST ORANGE PUBLIC SCHOOLS

BY *Stanley Strisfeld Jr.*
~~President~~
Chairman

ATTEST:

Mary Suzanne Sicker
Secretary