

**CONTRACT BETWEEN THE STERLING HIGH SCHOOL DISTRICT
BOARD OF EDUCATION AND THE
BOARD OFFICE STAFF
2007-10**

PREAMBLE

WHEREAS, the Board of Education of the Sterling High School District is required by law to negotiate with its employees as to the terms and conditions of employment and as to grievances; and

WHEREAS, the parties hereto through negotiations in good faith have reached agreement on certain matters, their agreements with regard to such matters are hereby reduced to writing as is required by law.

AGREEMENT

The Board of Education hereby recognizes as the exclusive and sole representative for the purpose of collective negotiation concerning the terms and conditions of employment, the Board Office Staff, which shall consist of the following positions:

Assistant to the Business Administrator/Payroll Secretary
Bookkeeper
Secretary to the Business Administrator/Board Secretary
Secretary to the Principal - General Office (2)
Secretary to the Superintendent

ARTICLE I

The parties hereto are the Board of Education of Sterling High School District (hereinafter referred to as the "Board") and the Board Office Staff (hereinafter referred to as the "Association").

It is expressly understood by and between the parties that the Board Office Staff unit for which this proposal is made shall be and shall constitute a separate bargaining and negotiating unit from that formed by any other negotiating unit and the Board.

ARTICLE II

This agreement is for the period beginning July 1, 2007, to June 30, 2010.

ARTICLE III

Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the New Jersey School Law, commonly known as Title 18A.

ARTICLE IV

Grievance Definition - The term “grievance” means a complaint by any person or persons that, as to them, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said person.

A. GRIEVANCE

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 review is mandated by law, or by any rule or regulation 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 where the discretion of the Board may be limited, but where, after the exercise of such discretion a further review of the Board’s action is available to employees under provision of State Law.

B. PROCEDURE

1. An aggrieved person shall institute action under the provisions herein, within ten (10) working days after she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period shall constitute an abandonment of the grievance.
2. A grievant shall be assured freedom from restraint, interference, coercion, discrimination or reprisal by the Board or any agent thereof.
3. In the presentation of a grievance, the person shall have the right to present his own grievance or to designate a representative to appear with him at any step in the grievance hearing. This right shall not extend to informal conferences with administrative personnel where no formal grievance as defined herein has been filed by the aggrieved party.
4. A person shall first discuss the grievance orally with the person’s immediate supervisor to affect an informal resolution of the grievance.
5. If the informal grievance is not resolved to the person’s satisfaction within three (3) working days subsequent to the discussion referred to in paragraph 4 above, a formal grievance shall be submitted to the Chairman of the Personnel Committee of the Board containing:
 - (a) the nature of the grievance;
 - (b) the results of previous discussions;
 - (c) the basis of dissatisfaction with the previous determination.
6. Within three (3) working days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Chairman of the Personnel Committee shall hold a hearing at which all parties in interest shall have the right to be heard.

7. Within three (3) working days of said hearing (unless a different period is mutually agreed upon), the Chairman of Personnel Committee shall, in writing, advise the person and his representative, if there be one, of his determination and shall forward a copy of said determination to the grievant's immediate supervisor.
8. In the event of a failure of the Chairman of Personnel to act in accordance with the provisions of #6 and #7 or in the event of determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, within three (3) working days the formal grievance shall be submitted to the Personnel Committee of the Board sitting as a Committee of the Whole.
9. Where an appeal is taken to the Personnel Committee, the grievant shall submit:
 - (a) The writing set forth in Paragraph #5 and #7, and a further statement in writing setting forth the appellant's dissatisfaction with the Personnel Committee Chairman's action. A copy of said statement shall be furnished to the Business Administrator/Board Secretary and to the adverse party.
10. The person appealing to the Personnel Committee may submit additional pertinent written materials in support of his application, provided, however, that the same shall be served upon the adverse parties. If requested, the adverse parties may have at least three (3) working days prior to the Personnel Committee hearing to review such materials.
11. Within fifteen (15) calendar days of the receipt of the grievance, the Personnel Committee shall conduct a hearing and compile a record concerning the merits of the grievance. The record and recommendations, if one is included, shall be forwarded to the Business Administrator/Board Secretary with copies of the Personnel Committee report and recommendations furnished to the grievant.
12. Within thirty (30) calendar days from the date of the grievance hearing by the Personnel Committee, the Board shall make a final determination and in writing shall notify the person, his representative if there be one, and the immediate supervisor, and the Business Administrator/Board Secretary of its determination. This time period may be extended by mutual agreement of parties.
13. In the event a person is dissatisfied with the determination of the Board he shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employees Relations Commission under the provisions of Chapter 303, Laws of 1968. A request for advisory arbitration shall be made no later than ten (10) working days following the determination of the Board, or thirty (30) calendar days have passed with no determination having been made by the board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

ARTICLE V

- A. The work week shall consist of 35 1/2 hours per week.
- B. Overtime worked after a regularly scheduled work day shall be performed at the request of one's immediate supervisor. Compensation for such overtime shall be time and one-half after work week of 40 hours, and all overtime shall be computed on a weekly basis.
- C. When work is required on Saturdays, Sundays or Holidays, however, employees shall be compensated at one and one-half times their regular salary.
- D. When an employee is called in or requested to work overtime which is not immediately before or immediately after their regular scheduled work day, they shall receive compensation for a minimum of two hours.
- E. Vacation eligibility shall be determined as of June 30th of each year. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor and the Business Administrator/Board Secretary in advance. Such approval shall not be arbitrarily withheld.

Persons employed between July 1st and September 30th of a given year will be granted ten (10) working days vacation after June 30th of the following year. Persons employed after September 30th shall be granted one day per month worked for paid vacation (not to exceed ten (10) days) after June 30th of the following year. Vacations days earned in any year are granted in the following year.

Employees hired prior to June 30, 1987, shall receive ten (10) working days vacation during each year of full employment. After three (3) years of continuous employment employees will be granted one (1) additional vacation day for each additional year of service. After the fifth year of continuous employment, and each year thereafter, employees shall be granted fifteen (15) working days vacation. After 10 years of employment, one additional vacation day will be granted, effective the 2002-2003 year.

Employees hired after July 1, 1987, shall receive ten (10) working days vacation during each year of full employment for the first ten years of continuous employment. After completion of ten years of continuous employment, and each year thereafter, employees shall receive fifteen (15) working days vacation. After 10 years of employment, one additional vacation day will be granted, effective the 2002-2003 year.

Employees hired after September 30, 2007, shall receive ten (10) working days vacation during each year of full employment for the first fifteen years of continuous employment. After completion of fifteen (15) years of continuous employment, and each year thereafter, employees shall receive fifteen (15) working days vacation.

Vacation time accrued to the date of termination of employment will be determined by years of service and pro-rated according to the length of time employed on the current contract year.

- F. (1) No personnel shall be required to work on the following days:

Independence Day
 Labor Day
 Columbus Day

President's Day
 Good Friday
 Easter Monday

Thanksgiving Day
Day after Thanksgiving
Martin Luther King Day

Memorial Day
Winter Break

Whenever any of the holidays in 1. above falls on a Saturday or Sunday, the holiday will be scheduled as agreed to by the Board Office staff employee and the immediate supervisor and approved by the Business Administrator.

(2) Board Office Staff personnel shall be entitled to two (2) floater days with the approval of their immediate supervisor and the Business Administrator. The prerogative for selecting the day after New Year's shall be negated if school is in session.

- G. All Board Office Staff Personnel shall not work on days when school is closed because of emergency closing.
- H. Board Office Staff Personnel shall be entitled to a one hour lunch period per day, and shall be granted a morning break. It shall be understood that there may be times of an emergency nature, as determined by personnel's supervisor, when part or all of this time may be required to be relinquished.

On days when school is closed, employees are permitted to take one-half hour lunch period and leave one-half hour early, with the approval of their immediate supervisor and the Business Administrator.

During the months of July and August, employees shall be permitted to work 35 hours per week.

ARTICLE VI

- A. All employees shall be granted a yearly sick leave of twelve (12) days to be used for illness. Said sick leave shall not be used for any other reason. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years.
- B. Upon termination of employment, an employee may request and the Board shall grant, a certificate stating the employee's unused accumulated sick leave.
- C. If re-employment should occur within one (1) year of separation, an employee shall be granted reinstatement of past accumulated sick leave.
- D. Employees shall be granted five days paid leave of absence for death in the immediate family. Immediate family shall consist of husband or wife, mother, father, brother, sister, child, grandchild, mother-in-law, father-in-law, or any person standing *in loco parentis*.
- E. Employees shall be granted up to three paid leave of absence days for death of daughter-in-law or son-in-law. Employees shall be granted up to two paid leave of absence days for death of sister-in-law, brother-in-law, or grandparent.
- F. Absence of an employee due to an injury which is compensable under the New Jersey Worker's Compensation Act shall not be considered as part of sick leave.

- G. An employee absent on jury duty shall not be required to deduct such absence from sick, personal or vacation leave. Such employee shall be reimbursed the difference between his prevailing rate of pay and amounts received for jury service.
- H. An employee required to attend a court of law in connection with a matter not involving moral turpitude on the part of the employee shall be reimbursed full pay. Reimbursement shall also be made with respect to any such matter involving a charge of moral turpitude on the part of the employee, if the employee is finally acquitted of the charge. An absence for such reason shall not be charged to personal, vacation, or sick leave.

ARTICLE VII

- A. Each employee shall be eligible for four (4) personal days in each school year in the following manner:
 - 1. Two (2) personal days shall be granted by the immediate superior, with pay, after twenty-four hours notice, for any of the following state reasons:
 - (a) personal problems
 - (b) legal matters
 - (c) death of an immediate or distant family member
 - (d) accident
 - (e) settlement of a house
 - (f) religious observance
 - (g) educational matters
 - (h) emergency closing
 - (i) illness in family
 - 2. The remaining two (2) days will be granted with pay, at discretion of the immediate supervisor, for absence for personal business, such as settlement of a house, death of an immediate or distant member of the family or friend, or accident.
 - 3. The four days specified herein for personal leave shall not be cumulative if not used in the year granted except in those conditions listed below. Personal leave may be used for illness in the year granted, provided that such employee has exhausted their annual sick leave and all accumulated sick leave. Unused personal leave may also be used in future years for illness, provided that the employee has exhausted all their annual sick leave and all accumulated sick leave.
- B. Absences beyond those allowable pursuant to this Article may be granted by the Board, in its discretion, in which event deductions at the employee's hourly rate will be made.
- C. Upon separation from Sterling High School District, due to death, incapacitation or retirement according to PERS, after fifteen (15) or more years of service, every secretary covered under this unit shall be paid \$50 per day times the number of accumulated sick leave and personal days. At the employee option, the total amount may be paid over a 2 year period as stated in D below.
- D. If separation notification is given in writing to the Board prior to the February 1st prior to the separation, payment under C above, shall be made to the employee on the first regularly

scheduled payday in July after the school year effective date of separation or on the following January 1st, at the employee's choice. If separation notification is given in writing to the Board on or after the February 1st prior to the separation, payment under 1. and 2. shall be made to the employee on the first regularly scheduled payday of the second July following the effective date of retirement, or on the 2nd January 1st, at the employee's choice. If an employee who has given written notice of separation passes away, payment will be made to the estate of the employee under these same terms.

- E. An employee must notify the Board of Education 60 days prior to their intentions to separate or retire.

ARTICLE VIII

- A. The Board shall give full support, including legal and other assistance, for any assault upon secretarial employees while acting in the discharge of their duties.
- B. Should any criminal action be instituted against any secretary for any act or omission arising out of the performance of her duties and such proceeding is dismissed or results in a final disposition in favor of said secretary, the Board of Education shall reimburse her for the cost of defending such proceedings, including reasonable counsel fees and expenses for the original hearing or trial and all appeals.
- C. Whenever any action is brought against a secretarial employee before the Board of before the Commissioner of Education of the State of New Jersey which may affect the employee's employment or salary status, the Board of Education shall reimburse the employee for the cost of her defense if the action is dismissed or results in a final decision in favor of employee. (Title 18A:16-6; 18A:16-6.1)

ARTICLE IX

- A. The Board will assume the cost of the employee and dependents of employee, health insurance protection in the same manner as provided to the Sterling Education Association membership.
- B. The Board will provide to all employees a description of health care insurance coverage provided hereunder. This shall contain a description of the conditions of the coverage and the individual limits thereof.
- C. The Board shall assume the full premium cost of a prescription drug plan for secretarial employees and their eligible dependents in the same manner as provided to the Sterling Education Association membership in place on June 30, 2006.
- D. The Board shall provide a Dental Plan Program to the Board Office Staff personnel in the same manner as provided to the Sterling Education Association membership.
- E. In the event there is a change in any of the aforementioned health benefit coverages with any of the other bargaining units of the Board of Education during the length of the agreement, the Board Office Staff reserves the right to re-open this agreement to discuss this "change".

ARTICLE X

- A. The Board recognizes that it shares with its staff the responsibility of upgrading employee performance and attitudes. The Board and the Board Office staff support the principle of continuing improvement and education.
- B. The Board shall provide for secretarial employees under this unit an annual amount of \$750.00 to take course work reflecting their areas of employment. The reimbursement rate shall be based on the current credit rate charged by Rowan State College. An earned minimum grade of “B” average or equivalent verified by an official transcript shall be required before reimbursement. Requests for such tuition reimbursement will be on a first come first served basis. Requests for such reimbursement must be submitted to and approved by the Business Administrator by September 1st of each school year for the first semester, and by December 1st for the second semester. Any monies allocated to but not expended in the first semester shall be transferred into the second semester.

ARTICLE XI

Extended Leave of Absence

A. Maternity Leave

1. Any regularly appointed secretary should notify the Business Administrator of her pregnancy as soon as it is medically confirmed, and not later than five (5) months prior to the expected birth.
2. The Board shall not remove any secretary from her duties during pregnancy except on any one of the following bases:
 - (a) Performance: Her performance has substantially declined from the time immediately prior to her pregnancy
 - (b) Physical Incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical incapacity shall be deemed to exist only if:
 - (1) the pregnant secretary fails to produce a certification form from her physician that she is medically able to continue working; or
 - (2) the Board of Education’s physician and the secretary’s physician agree that she cannot continue working; or
 - (3) following any difference of medical opinion between the Board’s physician and the secretary’s physician, the Board may request expert consultation, in which case a third impartial physician, agreed upon by the secretary and the Board, shall be appointed to examine the secretary, and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the secretary and the Board.
 - (c) Just cause: Any other “just cause”, as defined in N.J.S.A. Title 18A.
3. The Board shall grant maternity leaves of absence without pay to pregnant secretary under the following terms and conditions:

- (a) Any secretary seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date of requested leave of absence. The Board shall grant such leave of absence with the requested commencement date, which commencement date may be any time prior to birth.
 - (b) Any secretary may return to work within the year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence and shall have specified the month when she desires to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board, provided application is made following the original grant of the leave of absence, but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for any additional reasonable period of time for reasons associated with the pregnancy or birth, or for other proper cause, provided that such extension or reduction will not substantially interfere with administration of the school. Any secretary granted a leave of absence with a return date during the same year, who wishes to extend said leave beyond the year in which it commences, shall be permitted to do so if she makes application at least three weeks prior to the
 - (c) Commencement date of her leave of absence, and subject to the provisions of paragraph A (3) (d) of this Article.
 - (d) The Board shall not be required to extend the leave of secretary beyond the year for which they were hired. Secretary wishing to return for the following year shall be considered by the Board for re-employment for the following year.
 - (e) Any secretary may return to work subsequent to the year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence. Any such secretary shall be permitted to return to work at the beginning of any of the two years following the year in which her leave commences, provided such secretary has given the Board written notice of her intention to do so not less than six (6) months prior to the beginning of the year in which she wishes to return.
4. Except as otherwise provided in this Article, no secretary shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each such secretary shall be required to file, at least two weeks prior to the date of birth and the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician saying that she is physically capable of resuming her full duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in paragraph A (2) (b) (3) of this Article.

ARTICLE XII

- A. The salaries of all Board Office Staff Personnel are covered by this agreement and shall be as set forth in Paragraph D, E and F of this article. It is understood that increments are not automatic, but contingent upon a successful evaluation of each employee made annually and discussed with the individuals by their immediate supervisor.

- B. Board Office Staff Personnel shall be given written notice of their salary and position for the ensuing year, after evaluation, but not later than June 15th
- C. The salaries for the 2007-2010 school years are listed on the attached page by position and are hereby made a part of this contract.
- D. When a Confidential Secretary is required to appear at a hearing before the Board of Education outside the normal work day, the employee shall be paid \$20 per appearance. When a Confidential Secretary is required to appear in court for any matter which involves the District but does not involve the employee as a plaintiff against the Board and at which the scheduled time for appearance is outside the normal work day, the employee shall be paid \$35 per appearance.
- E. Negotiation of a successor agreement: The Board Office Staff and the Board shall exchange complete bargaining proposals for such successor agreement not later than December 1st of the final year of this agreement.
- F. Both parties agree to commence collective negotiations on a successor agreement not later than December 20th of the final year of this agreement.
- G. 2007-10 salaries for the purpose of this contract are listed for current employees. New employees' salaries will be negotiated at the time of employment.

ARTICLE XIII

The Sterling High School Identification Badge issued to each Secretary must be worn on the upper body at all times while on the premises.

BOARD OFFICE STAFF SALARIES

Employees as of July 1, 2007

Title	2007-08	2008-09	2009-10
Assistant to the Business Administrator/Payroll Sec.	62,475	65,280	68,200
Bookkeeper	51,050	53,350	55,750
Secretary to the Business Administrator	53,820	56,240	58,770
Secretary to the Principal – General Office - #1	45,960	48,030	50,200
Secretary to the Principal – General Office - #2	50,290	52,550	54,910
Secretary to the Superintendent	50,290	52,550	54,910

IN WITNESS WHEREOF, the Board of Education of the Sterling High School District, Camden County, New Jersey, and the Board Office Staff of the Sterling High School District, have caused these presents to be signed by their proper officers this 6th day of September, 2007.

STERLING HIGH SCHOOL BOARD OF EDUCATION

Joseph S. Giambri, Sr., Board Secretary

James Camburn, BOE President

STERLING HIGH SCHOOL BOARD OFFICE STAFF

_____, Assistant to the Business Administrator/
Payroll Secretary

_____, Bookkeeper

_____, Secretary to the Business Administrator/
Board Secretary

_____, Secretary to the Principal – General Office #1

_____, Secretary to the Principal – General Office #2

_____, Secretary to the Superintendent