

**AGREEMENT BETWEEN**  
**THE SOUTH AMBOY BOARD OF EDUCATION**  
**AND**  
**THE SOUTH AMBOY OFFICE PERSONNEL ASSOCIATION**  
**July 1, 2011- June 30, 2014**  
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**ARTICLE I.  
RECOGNITION**

- A. The South Amboy Office Personnel Association ("Association") is recognized by the Board of Education as the exclusive representative for the collective negotiations concerning the terms and conditions of employment for all secretaries who are employed with a contract on a full or part-time basis by the Board and excluding all other secretaries.
- B. The term secretary, unless otherwise stated, shall henceforth mean all secretaries in the negotiating unit defined in Paragraph A above.

**ARTICLE II.  
NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. Not later than the time prescribed by PERC, the Board agrees to enter into negotiations with the Association over a Successor Agreement in accordance with the rules of PERC. Both the Board and the Association shall negotiate in good-faith effort to reach an agreement on salaries and conditions of employment.
- B. Negotiations shall commence with a meeting at a mutually-satisfactory place within fifteen (15) work days after receipt of a proposal by the Association, unless the Board and the Association mutually agree to an extension of time in writing.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III.  
GRIEVANCE PROCEDURE**

- A. Definition: A grievance shall mean a complaint by a secretary covered by this Agreement that there has been to him a personal loss, injury, or inconvenience because of violation, misinterpretation, or inequitable application of this Agreement. A grievance to be considered under this procedure must be initiated by the secretary within ten (10) work days of the occurrence or within ten (10) calendar days after the secretary would reasonably be expected to know of its occurrence.

B. Procedure:

1. Any secretary who has a grievance shall discuss it first with his or her appropriate administrator in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion with the appropriate administrator, the matter is not resolved, he or she will discuss it with the appropriate administrator. The secretary shall request a meeting with the building principal within five (5) work days of his or her conversation with his or her immediate Supervisor. The discussion with the appropriate administrator shall take place within ten (10) work days after request is made by the secretary for a meeting.
3. If, as a result of the discussion with the appropriate administrator, the matter is not resolved, the secretary shall set forth his or her grievance in writing to the appropriate administrator within five (5) work days including:
  - a. The secretary's signature.
  - b. A description of the nature of the grievance by Article and Section of this Agreement.
  - c. A description of the nature and extent of injury, loss or inconvenience.
  - d. A proposed resolution of the grievance.
4. If the aggrieved is employed in the Superintendent's office he or she will commence the grievance procedure at Step 2. and substitute the "Superintendent" for "appropriate administrator" when it appears.
5. The appropriate administrator or Superintendent shall communicate his or her decision to the secretary in writing within five (5) work days after personal receipt of the written grievance.
6. The secretary may appeal the appropriate administrator decision to the Superintendent. The appeal must be made within five (5) work days after personal receipt of the appropriate administrator decision. The Superintendent shall attempt to resolve the matter as quickly as possible and will issue a written decision no later than ten (10) work days after receipt of the secretary's written appeal.
7. If the grievance is not resolved to the secretary's satisfaction, he/she may request a review by the Board of Education. The request shall be submitted in writing within ten (10) work days through the Superintendent. The Board or a committee thereof, shall review the grievance, hold a hearing with the secretary if requested by either the Board or the secretary, and render a decision in writing within thirty (30) calendar days.
8. If the secretary is dissatisfied with the decision of the Board of

Education, the unit may request the appointment of an Arbitrator by the American Arbitration Association. The request is to be made known to the Superintendent no later than two (2) weeks after the written decision of the Board was made known to the aggrieved. The American Arbitration Association rules shall be utilized during the arbitration process.

**ARTICLE IV.  
ASSOCIATION AND EMPLOYEE RIGHTS AND PRIVILEGES**

- A. The Board agrees to furnish public information to the Association in response to reasonable requests for same. The official Board minutes from the previous month's meeting will be provided to the Association electronically in the person of the President within one week of their approval by the Board of Education.
- B. The Association and its representatives may be extended the privilege of using school buildings at all reasonable hours for meetings, with the prior approval of the Principal.
- C. The Association shall have the right to use school facilities and equipment, including typewriters, computers, other duplicating equipment, calculating machines, and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use. The use of the equipment and facilities shall be only with the prior approval of the Principal.
- D. The Board hereby agrees that every secretary of the Board shall have the right freely to organize, join and support the Association in accordance with law.
- E. No employee shall be disciplined without just cause.

The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's conduct and/or attendance negatively affect his/her job performance.

Discipline may include oral and/or written reprimands, increment withholdings, and fines or suspensions with or without pay, if consistent with law, but shall not include the nonrenewal of a non-tenured employee, mid-contract terminations consistent with individual contracts, the withholding of increments of an employee for predominantly evaluative reasons and the certification of tenure charges against an employee.

Any such disciplinary action shall be subject to the grievance procedure set forth in Article III of this Agreement.

**ARTICLE V.  
WORKDAY**

- A. The workday for all secretaries shall be seven hours and shall include forty-five (45) minutes for lunch.
- B. During the months of July and August, the work day shall be five and one-half (5 1/2) hours per day excluding lunch, provided all assigned work can be completed. Such determination shall be made by the secretary's immediate Supervisor.
- C. The work year for twelve (12) month secretaries is 1,645 hours.
- D. When required by the building administrator, all hours worked beyond thirty-two and one-half (32 1/2) per week shall be paid a rate of one and one-half (1 1/2) times the hourly rate of pay. The secretary may substitute compensatory time off in lieu of overtime pay.

**ARTICLE VI.  
MEDICAL AND DENTAL COVERAGE**

Co-pay for Primary care physician \$20  
Co-pay for Specialist \$30

Dependent children will be covered up to the age of 26 if they attend school full-time. If not in school, Coverage ends at 19 (end of the year they attain the age). If once out of school and the child returns to school full-time, coverage will resume under the parent's plan after documentation has been submitted to the Board. There will be no reduction of benefits for chiropractic, mental health, routine physical or annual gynecological exam.

- A. The Board shall not provide health benefits to employees employed less than twenty (20) hours per week. Part-time employees may enroll in the applicable program at the group rate at the employee's cost.
- B. Subject to the exception following as to the dependents of new hires, as of July 1, 2002 the Board will pay the cost of the existing dental program and the cost of the prescription drug program, provided, however, that the co-payment/deductible for the prescription drug program will be increased, to \$25.00 for brand name items, \$15.00 for generic name items, \$30 generic, \$50 brand name for mail order for a 90 day supply.
- C. The Board agrees to provide to its employees, partner in a civil union and their families at least equal to medical, dental, and prescription insurance at the level of benefits provided during 2002-2003.
- D. Board paid medical and dental benefits as described in this Article XXIII will be "employee only" for the first (3) years of employment for employees who

are hired after December 31, 1993. Such employees may, however, enroll their dependents in the applicable programs at the group rate, at the employee's cost. Part-time employee may purchase insurance coverage at the group rate.

Those who wish to waive health insurance coverage will receive a reimbursement in two payments, December and June, for a total of \$4500.

Employees who are married to or become married to or enter into a civil union with another district employee shall not be eligible for duplicate medical and prescription coverage and shall receive \$1,000 per year in lieu of duplicate coverage. If a qualifying event occurs (death, divorce, loss of job, etc.) the employee will immediately be allowed to re-enroll in the district health benefits program. During the year prior to retirement, the spouse may enroll in single coverage, if necessary, to meet eligibility standards for the state's retirement health benefits plan. The Board shall maintain dental coverage, as per agreement, for each employee of a married couple or in civil union working in the district.

- E. The Board shall continue to administer a Chapter 125 Pre-tax Plan pursuant to all applicable regulations.

**ARTICLE VII.  
VACATIONS**

- A. All twelve (12) month secretaries shall be entitled to vacation with pay as follows:

5 to 11 months	1 Week
1 to 5 years	2 Weeks
6 to 14 years	3 Weeks
15 to 19 years	4 Weeks
20 to 29 years	5 Weeks
30+ years	6 weeks

- B. All vacation time must be approved by the Principal of the building in which the secretary is working and the Superintendent.
- C. No more than five (5) days vacation time may be carried forward to the next work year at the discretion of the secretary.

**ARTICLE VIII.  
LEAVE OF ABSENCE - CHILDBIRTH OR REARING**

- A. Any secretary seeking to use sick leave for reasons associated with a long

term leave of absence, such as for pregnancy leave, shall, to the extent said leave is foreseeable, file a written request for such leave, with medical certification, with the Superintendent at least thirty (30) calendar days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said secretary proposes to terminate the sick leave. The Board may require as a condition of the secretary's return to service production of a certificate from a physician certifying that the secretary is medically able to resume her duties.

- B. The Board may grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any secretary who requests childrearing leave in accordance with applicable statutes, regulations, and State agency decisions for a portion of or the balance of the school year in which the leave is requested. Secretaries may be granted a leave of absence without pay for childrearing purposes for up to one (1) full school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenured secretaries unless the Board otherwise elects.
- C. In the event that an secretary's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said secretary may apply for early reinstatement by filing a written request therefore with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the secretary in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program.
- D. Secretaries adopting a child shall receive similar leave which shall commence upon receiving custody of said child, or earlier if required for adoption. The Board reserves the right to set the term of the leave within reasonable limits in the best interests of the school.

**ARTICLE IX.  
SICK LEAVE**

- A. All secretaries employed on a ten (10) month basis shall be entitled to ten (10) days sick leave for personal illness or injury each year while all twelve (12) month secretaries shall be entitled to twelve (12) sick days. Secretaries employed after the beginning of the work year, shall receive the number of sick days called for in their category to be pro-rated in relationship to their date of employment.
- B. Unused sick leave shall be accumulated from year to year.
- C. In cases of extended or frequent illness, the Superintendent may, at his or

her discretion, require the secretary to present a doctor's certificate as proof of illness and/or of ability to perform the essential functions of his or her job prior to returning to work.

- D. Every reasonable effort will be made to provide a statement of unused sick days for each secretary before September 30<sup>th</sup>.

#### **ARTICLE X. LEAVE OF ABSENCE**

A leave of absence for one (1) year may be granted without pay or benefits to any secretary. This will be at the discretion of the Board of Education.

#### **ARTICLE XI. TEMPORARY LEAVE OF ABSENCE**

All secretaries shall be entitled to temporary leave of absence with full pay in accordance with the following provisions:

- A. All secretaries under contract shall be entitled to temporary leave with full pay in accordance with the following provisions.
  - 1. Five (5) days leave per occurrence in the case of death of father, mother, sister, brother, husband, wife, domestic partner, son, daughter, except in the event that services are attended out of state, in which case, up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitrable. Special circumstances will be considered by the Superintendent.
  - 2. Three (3) days leave per occurrence in the case of death of father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild, grandmother, grandfather, except in the event that services are attended out of state, in which case, up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitrable. Special circumstances will be considered by the Superintendent.
  - 3. One (1) day leave per occurrence in each school year in the case of death of uncle, aunt, sister-in-law, brother-in-law, nephew, niece, parallel family member, or a related family member of the household for the purpose of attending funeral services. In the event that services are attended out of state, up to two (2) additional days leave may be requested of the Superintendent. Denial of such request shall be non-arbitrable. Special circumstances will be considered by the Superintendent.
- B. Temporary leave entitled may not be accumulated from year to year.
- C. Two (2) days leave in each school year for personal reasons.
- D. Two (2) family leave days shall be granted to each full-time secretary. Unused



family leave days shall be paid at the following rate of pay at the end of the school year: if two (2) days are not used, the secretary shall be paid for one (1) day; if one (1) day is not used, the secretary shall be paid for one half (1/2) day.

**ARTICLE XII.  
SALARY PROVISIONS**

- A. Longevity payments shall be as follows:
- |                     |            |
|---------------------|------------|
| 5 years of service  | \$500.00   |
| 10 years of service | \$750.00   |
| 15 years of service | \$2,000.00 |
| 20 years of service | \$3,000.00 |
| 25 years of service | \$3,500.00 |
- B. Mileage reimbursement for required travel outside the school district shall be at the IRS rate.
- C. Salaries are to be paid as per salary guide below.
- D. Step movement occurs on July 1 of each year.
- |                          |
|--------------------------|
| Step A 13 or more years  |
| Step B 12 years          |
| Step C 9-11 years        |
| Step D 6-8 years         |
| Step E Less than 5 years |
- H. Initial placement on the guide for new hires shall be based solely on credit for related work experience.

**ARTICLE XIII.  
PAYROLL DEDUCTION**

- A. The Board agrees to deduct from the salaries of its secretaries dues for the SAOPA, NJEA or MCEA, or any one or any combination of such Associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the SAOPA by the fifteenth (15<sup>th</sup>) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Board will not be held responsible for disbursement of monies by said treasurer.

- B. Each of the association's names above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the board written notice prior to the effective date of such change.

**ARTICLE XIV.  
SALARY**

- A. The salary schedules of all classifications covered by this Agreement are set forth in Article XII.
- B. A secretary transferred to a position in a higher salary category shall be placed on the same experience level held in the former position.
- C. All secretaries shall be permitted to utilize Automatic Payroll Deductions for participation in a credit union. This participation shall be for either savings, loan repayment or the purchase of Savings Bonds. Deductions shall be made monthly. Monies deducted, together with records of any corrections shall be transmitted to the Treasurer of the Credit Union by the 30th of each month in which deductions are made. Any secretary may have deductions started or discontinued at any time upon a thirty (30) day written notice to the Board Secretary/Business Administrator.

**ARTICLE XV.  
PROFESSIONAL DEVELOPMENT**

**Tuition reimbursement will be frozen for all three years of the contract with no payment to members who choose to enroll in college courses.**

- A. Secretaries shall be eligible to receive reimbursement of tuition costs for courses taken in a college or university pursuant to the following provisions:
1. Courses must be approved in advance by the Superintendent or designee.
  2. Secretaries shall be eligible for the reimbursement contingent upon satisfactory completion of a course and achievement of a passing grade.
  3. A total yearly cap for tuition reimbursement for all secretaries shall apply as follows:
    - \$1,500 in the 2008-2009 school year;
    - \$1,500 in 2009-2010 school year; and
    - \$1,500 in the 2010-2011 school year.
  4. All reimbursement paperwork shall be submitted to the Board office by June 15<sup>th</sup>. One reimbursement check will be issued.

**ARTICLE XVI.  
VACANCIES AND NEW POSITIONS**

- A. Notice of vacancies and new positions shall be posted in each school. Said notice shall include the title of the position, job description, location and starting date. The Board is to provide the Association with job descriptions for newly created positions whenever said positions are posted.
- B. Notices shall be posted for three (3) working days. Any member of the Association who may be interested in the position or positions must make a written application to the Superintendent within that five (5) day period.
- C. Secretaries who have acquired experience, skill and ability, to do the work required in the job, shall be given consideration before an applicant outside the school system.
- D. All vacancies in promotional positions, including those caused by the creation of new positions, shall be posted in each school building at least five (5) work days prior to the last date on which applications may be submitted, except during July and August, when the notice of the vacancy will be mailed to the Association president and building representatives in each school.

**ARTICLE XVII.  
EVALUATION**

- A. Secretaries are evaluated continuously. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators and/or immediate supervisors. A secretary shall be given a copy of any evaluation report prepared by her evaluator before any conference to discuss it. Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the secretary has reviewed the report. The secretary shall be required to sign only the completed evaluation form. Signature does not indicate agreement or disagreement.
- B. A secretary shall have the right upon request to review the contents of her personnel file in the presence of the Superintendent or his or her designee.
- C. Tenured secretaries shall be evaluated at least once a year, and all non-tenured secretaries shall be evaluated by supervisory personnel twice a year.

**ARTICLE XVIII.  
SEVERANCE PAY**

- A. Any secretary who has not accumulated one hundred (100) sick and/or personal days shall be eligible for severance pay provided: (a) the secretary retires after 15 years or more service in the South Amboy School District and

- (b) the secretary submits a written statement to the Board of his or her intention to retire at least one (1) year prior to the date of retirement.
- B. Employees with fifteen (15) to twenty-five (25) years of service in the district shall receive \$60.00 per day with a cap of \$10,000 per employee. Employees with twenty-six (26) or more years of service in the district will receive \$75.00 per day with a cap of \$15,000 per employee.
- C. Pursuant to the authority provided by N.J.S.A. 18A:18A-3.4 and N.J.S.A. 18A:16-19, the Board agrees to assume the cost of continued health care coverage and to pay all of the premiums for a secretary provided that: (a) the secretary retires after 25 years or more service in the South Amboy School District; (b) the secretary has accumulated at least one hundred (100) unused sick days and/or personal days during the course of his or her employment with the Board; (c) the secretary returns 100 unused sick days to the Board so that he or she will not receive payment for those 100 days pursuant to Paragraph A of this Article; and (d) the secretary submits a written statement to the Board of his or her intention to retire at least one (1) year prior to the date of retirement. However, this paragraph shall not apply, and the Board may not assume such costs and pay such premiums, if the secretary is eligible for and elects at the time of retirement to take State-paid medical coverage under the State Health Benefits Program. The Board will continue to assume the cost of such coverage until the secretary reaches age sixty-five (65).
- E. In case of illness, accident, or emergency, the Board may, in its discretion, waive the one year notice requirement.

**ARTICLE XIX.  
REPRESENTATION FEE**

- A. If a secretary does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said secretary will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the secretary's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.
- C. Payment shall be made by payroll deduction on a monthly basis using the same procedure that is utilized to deduct membership dues.
- D. The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article. This indemnification shall include all legal costs.

**ARTICLE XX.  
MISCELLANEOUS PROVISIONS**

- A. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association within thirty (30) calendar days after formal signing. A copy of this Agreement shall be provided to all secretaries.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:
  - 1. If by Association, to the Board at 240 John Street, South Amboy, NJ 08879
  - 2. If by Board, to Association at address of president's residence.
- C. This agreement incorporates the entire understanding of the parties on matters which were subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- D. Secretaries will be protected in civil and criminal suits in accordance with the provisions of N.J.S.A. 18A:16-6.

**ARTICLE XXI.  
DURATION**

This Agreement shall be effective for the period from July 1, 2011 through June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on this day and first year above written.

**SOUTH AMBOY OFFICE PERSONNEL ASSOCIATION**

President Mary Kaneche Date 10/26/11  
Secretary \_\_\_\_\_ Date \_\_\_\_\_

**SOUTH AMBOY BOARD OF EDUCATION**

President Chris Zano Date 11/4/11  
Secretary Christy Blower Date 11/28/11

**South Amboy Office Personnel Association**

**Salary Guide**

**2008-2009, 2009-2010, 2010-2011**

	<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>		
Step	Salary	Step	Salary	Step	Salary
E	35,609	E	36,379	E	37,014
D	37,109	D	37,879	D	38,514
C	38,609	C	39,379	C	40,014
B	40,109	B	40,879	B	41,514
A	41,609	A	42,379	A	43,014