

**AGREEMENT**

between

**KEARNY BOARD OF EDUCATION**

and

**KEARNY SCHOOL EMPLOYEES ASSOCIATION**

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**JULY 1, 2011 through JUNE 30, 2014**

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Prepared By  
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**PREAMBLE**

THIS COLLECTIVE NEGOTIATIONS AGREEMENT [hereinafter referred to as  
“AGREEMENT”] IS MADE AND ENTERED INTO ON  
THIS 1st DAY OF JULY, 2011 BY AND BETWEEN  
THE KEARNY BOARD OF EDUCATION, [hereinafter  
referred to as the “BOARD”], and the KEARNY  
SCHOOL EMPLOYEES ASSOCIATION, [hereinafter  
referred to as “ASSOCIATION”]

## **ARTICLE I - PRINCIPLES**

**Section 1.** Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel, and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.

**Section 2.** This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

**Section 3.** The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes, which may arise as to proper interpretation or implementation of this agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

**Section 4.** The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments, which they will cooperatively and in good faith honor, support and seek to fulfill.

**Section 5.** 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. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) or authority to act.

**Section 6.** The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy; rule or regulation of the parties, which is in conflict with a provision of this

Agreement, shall be superseded and replaced by this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to neither eliminate, reduce nor otherwise detract from any other benefit existing prior to its effective date.

**Section 7.** Where it is the intention of the parties to include certain employees, the Agreement is so indicated. In the absence of such inclusion, all provisions of this Agreement apply to all members of the bargaining unit.

## **ARTICLE II - RECOGNITION**

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

## **ARTICLE III - GRIEVANCE PROCEDURE**

### **Section 1. Definition**

a. A "grievance" is a claim based upon an event or condition, which affects the welfare and/or terms and conditions of employment of a member of the negotiating unit or a group of members and/or the interpretation, meaning or application of any of the provisions of this Agreement.

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

(1) The failure or refusal of the Board to renew the contract of a non-tenure employee, providing however that said employee is notified of the reasons for refusal to renew.

(2) In matters where the Board is without authority to act.

(3) In matters involving the sole and unlimited discretion of the Board subject to Chapter 123 Public Laws of 1974.

**Section 2. Procedure**

a. Step 1 - In the event that an employee, in the negotiations unit covered by this Agreement, has a grievance that has not been amicably settled by the supervisor, he shall first submit it in writing to the Grievance Committee of the Association. This Committee, consisting of three (3) members of the Association, shall investigate the alleged grievance and determine its merit. If the committee determines that the grievance does have merit, it shall be processed by the Association as the representative of the aggrieved party. Should the Committee determine that the alleged grievance is without merit, they shall so notify the aggrieved party in writing.

b. Step 2 - Once the alleged grievance is determined to have merit, the Grievance Committee shall meet with the Superintendent of Schools in an attempt to resolve the matter informally.

c. Step 3 - If the efforts toward amicable adjustment do not resolve the grievance, the Committee shall appeal to the President of the Board of Education. The Board of Education shall, within ten (10) calendar days of receipt of the appeal, conduct a hearing with the Committee. Within fourteen (14) calendar days after the hearing, the Board of Education shall render its decision in writing, to the Grievance Committee.

d. Step 4 - The Grievance Committee may appeal the decision of the Board of Education to Advisory Arbitration. The procedure for the designation of the Arbitrator, the submission of the issues involved and the hearing shall be governed by the rules of the New Jersey State Board of Mediation. The decision of the Arbitrator shall be submitted to the Board and the Association and

shall be advisory to the parties.

**Section 3. General Provisions**

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to lodge an appeal at the next step of this procedure.
- b. The time limit specified in this procedure may be extended by mutual agreement of the parties.
- c. No reprisals of any kind shall be taken by the Board or any member of the administrative staff against any party in interest, any Association representative or any other participant in the grievance procedure by reason of such participation.
- d. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- e. Any party in interest may be represented at any or all steps of the grievance procedure by himself, or, at his option, by representatives of the Association. When a party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

**ARTICLE IV - JOINT CONTINUING COMMITTEES**

The parties hereto believe that the efficiency of service to the student population of the schools

and the welfare of the members of the negotiating unit will be better served by periodic meetings of a Joint-Committee, wherein both the employer and the employees may discuss and implement suggestions for improving services and for eliminating any causes for employee complaints and grievances. The Committee shall consist of the Board President, the Secretary and Superintendent of the Board of Education and three (3) members designated by the Association. Any two (2) members of the Committee may call a meeting as necessary with five (5) days' notice to all members, the burden of notification being on the Secretary.

#### **ARTICLE V - NOTICES OF THE ASSOCIATION**

**Section 1.** Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

**Section 2.** Meetings at Work Location - on three (3) days notice to the Secretary or to the person in charge of the work location, the Association Representative shall have the right to schedule meetings in the building at a place designated for such meetings before or after regular duty hours of the employees involved, provided the building is then otherwise in use, and further provided that such meeting does not interfere with the operation of the building for its intended



purpose.

**Section 3.** In the event there is no Association Representative in any work location, an authorized Representative from another work location may be designated the authorized Representative of the Association by a letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of Association Representatives as set forth in this Agreement, except that such representative shall not be entitled to leave the premises of the work location in which he works during his working hours except with permission of the Secretary.

**Section 4.** Whenever any representatives of the Association or any member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

**Section 5.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**Section 6.** There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin or membership activity in the Association.

**Section 7.** The Association and its representatives shall have the privilege of using the inter-school mail facilities and school mailboxes subject to the approval of the Superintendent.

**Section 8.** All bargaining unit members shall receive two (2) half days per year to attend union meetings.

## **ARTICLE VI - SALARIES AND HOURS OF WORK**

**Section 1.** The salaries of all employees covered by this Agreement are set forth in Appendix "B". Salaries as set forth in Appendix "B", are as follows:

Year 1: 7/1/11 – 6/30/12

Effective July 1, 2011, all members of bargaining unit will receive their increment. The top step of guide shall increase by 2.5%.

Year 2: 7/1/12 – 6/30/13

Effective and retroactive to July 1, 2012, all members of the bargaining unit will receive their increment. Top step of guide shall increase by 2.5%.

Year 3: 7/1/13 – 6/30/14

Effective July 1, 2013, all members employed as of said date shall receive an increment. Top step of guide shall increase by 2.75%.

**Section 2.** Effective July 1, 2009, all new hires into the bargaining unit shall be paid on a bimonthly basis. Once more than 50% of the bargaining unit is paid on a bimonthly basis, all bargaining unit members shall be paid on a bimonthly basis.

**Section 3.** All shifts shall be regularly scheduled as set forth in Appendix “C

**Section 4.** The regular workweek shall be 40 hours, Monday through Friday. All hours over 40 hours in any week or over eight (8) hours in one day shall be paid at the following rates:

Weekdays – 1-1/2 x base salary

Saturdays – 1-1/2 x base salary

Sundays – 2 x base salary

**Section 5.** Effective July 1, 2008, all bargaining unit members possessing a Boiler’s License shall have their registration fee paid by the Board.

a. Effective July 1, 2012, all bargaining unit members possessing a Boiler’s License shall receive a \$400 stipend.

b. Effective July 1, 2013, all bargaining unit members possessing a Boiler's License shall receive a \$500 stipend.

**Section 6.** The regular work week shall be as outlined in Appendix "C". Overtime shall be paid in cash. The practice of providing compensatory time is eliminated.

a. Effective July 1, 2006, no employee may have more than one hundred twenty (120) hours of accumulated compensatory time. Effective July 1, 2007, no employee may have more than sixty (60) hours of accumulated compensatory time.

b. Any compensatory time above the stated amounts as of the effective dates in a above shall be forfeited by the employee if not taken prior to the effective date.

c. In the event of the death of an employee, accumulated compensatory time shall be paid to the estate of said employee.

**Section 7.** The Board agrees that any member of the Association who is called back to work for designated emergencies will be paid a minimum of three (3) hours at the prevailing overtime rate. It is further agreed that the Head Custodian or his designate will be excluded from the above provisions when called in for normal emergencies as previously agreed upon between both parties.

**Section 8.** All increments shall be granted on July first. Any employee appointed prior to February first shall advance to the next step on the salary schedule on the July first date following the appointment. Any employee appointed after February first shall advance to the proper level of any new salary guide.

**Section 9.** The Board is hereby given the right to have a Tuesday to Saturday work week (40 hour work week). The procedure to hire employees as follows:

a. The Board shall post a notice to all current employees for a Tuesday-Saturday work

week. Salary will be as determined by the contract guide for the position needed. All employees working this shift shall receive an additional \$500.00 increase in salary for this position.

b. In the event that no employee applies for this Tuesday-Saturday work week, the Board shall be permitted to advertise to outside job applicants to fill the position as hereinabove put forth.

**Section 10.** The Board is hereby given the right to have a Monday to Friday work week (40 hour work week) with a 11:00 p.m. to 7:00 a.m. shift. The procedure to hire employees as follows:

a. Board shall post a notice to all current employees for this shift. Salary will be as determined by the contract guide for the position posted. All employees working this shift shall receive an additional \$500.00 increase in salary for this position.

b. In the event that no employee applies for this shift, the Board shall choose from the bargaining unit, using reverse seniority.

**Section 11.** The Board is hereby given the right to implement a Monday to Friday work week (40 hour work week) with a 6:00 pm to 2:00 am shift. This shift will be for a six (6) month trial period, i.e. the end of the 2005-2006 school year. At the end of the trial period, the Board and the Association will negotiate as to whether this shift will become permanent. It is the Board and Association's understanding that the intent of the shift is to place more custodians on a shift that will facilitate the ability to service the building when it is unoccupied.

**Section 12.** The Board shall have the right to assign bargaining unit members as needed to work the 3pm to 11pm shift when school is not in session in the summer. Bargaining unit members shall receive one (1) floating day for every fifteen (15) days worked during the summer on this shift.

**Section 13.** The Board shall have the right to create two floater positions at its choosing. If these positions are filled, the positions are entitled to the following and are entitled to no other rights nor are covered under any provisions of this collective negotiations agreement other than the grievance procedure challenging the provisions in this Section only. So, where the collective negotiations agreements states that all employees shall receive a specific benefit, it does not apply to floaters unless specifically enumerated in this Section. The floaters are entitled to the following:

- a. \$12 per hour.
- b. Shall work no greater than 40 hours per week and receive benefits as provided in Article IX.
- c. Receive clothing allowance as per Article XV.
- d. Shall receive only 5 vacation/personal days per year to be earned after the first 6 months of employment.
- e. Shift will be Monday through Friday 3 p.m. to 11 p.m.
- f. 90 day probationary period when serving as floater. If hired full-time, then may receive three 1-year contracts as any other newly hired full-time employee as per Article VII, Section 6a.

**Section 14.** Members shall receive an adjusted salary after they work in a vacant position for more than 30 consecutive days, which pay shall be retroactive.

## **ARTICLE VII - SENIORITY AND JOB SECURITY**

**Section 1.** School district seniority is defined as service by appointed employees in the Kearny School District in the collective bargaining unit covered by this Agreement.

**Section 2.** Seniority, qualifications and ability shall be factors considered in filling all vacancies.

**Section 3.** A 90-day trial period shall prevail for all job classifications. During that period,

either party may, without discrimination or prejudice, request and be granted that the employee be reinstated in his/her previous position. During this 90 day trial period, the previous position may be filled in an acting capacity.

**Section 4.** All notices of examination or appointments for job opportunities and/or promotion within a negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such examination or appointment notice shall be sent to the Association.

**Section 5.** The provisions of Chapter 137, Public Laws of 1960, (18A:17-3 and 18A:17-4) shall prevail.

**Section 6. a.** After completing a ninety (90) day probationary period, if a newly employed Custodian is approved by the Building Principal, Head Custodian, and Director of Plant Operations, he shall receive all benefits as listed in the current Collective Bargaining Agreement between the Board and the Association.

**b.** After said ninety (90) day probationary period, the Custodial employee, at the option of the Board, will execute a written contract for a period of time that will expire with the end of the School year on June 30th. (First contract period).

**c.** After the expiration of the first contract period, the Board shall have the option to renew the aforesaid Custodial employee contract for a second term of one (1) year from the beginning of the then school year to the end of the school year. (to wit, July 1st to June 30th). If the Board so elects and exercises its option, the employee shall sign a written contract for said period of time. (Second contract period).

**d.** At the end of the second contract period, the Board shall have the right and option to renew

the aforesaid Custodial employee contract for a third contract period, which shall be one (1) year from the beginning of the then school year period to the end of said school year. (to wit, July 1st to June 30th). If the Board so elects and exercises its option, the employee shall sign a written contract for this period of time (Third contract period).

e. At the end of the third contract period, the Board shall have the right and option once again to renew the aforesaid Custodial employee contract for a fourth contract period, which shall be for a period from the beginning of the then school year until tenure is granted, as hereinafter provided.

Notwithstanding anything to the contrary contained herein, at the time the Custodial employee shall have been employed by the Board for a continuous period of three (3) years, provided said employment has been continued and renewed by the Board as hereinabove set forth, said Custodial employee shall be granted tenure and shall be granted all rights of a tenured employee in the State of New Jersey. To illustrate this process, two examples of the procedure would be as follows:

- (1) a)** A custodial employee is hired 11/ 1/92
- b)** Probationary period ends 1/29/93
- c)** Written contract executed 1/30/93 to 6/30/93 (first contract period)
- d)** Written contract executed 7/1/93 to 6/30/94 (second contract period)
- e)** Written contract executed 7/1/94 to 6/30/94 (third contract period)
- f)** Written contract executed 7/1/95 to 10/31/95 (fourth contract period).
- g)** Tenure granted 11/ 1/95
- (2) a)** Custodial employee hired 6/1/93
- b)** Probationary period ends 8/29/94

- c) Written contract executed 8/29/94 to 6/30/95 (first contract period)
- d) Written contract executed 7/1/94 to 6/30/95 (second contract period)
- e) Written contract executed 7/1/95 to 5/1/96 (third contract period)
- f) Tenure granted 6/1/96

It is expressly understood and agreed that at the end of each of the above contract periods, before tenure is obtained, the Board, at its sole discretion, shall have the option not to renew any employment contract and said non-renewal shall not be subject to any of the grievance procedures herein or otherwise, nor shall the Board be required to show any cause for such non-renewal. All custodians must meet requirements for a low pressure boiler license within one-hundred eighty (180) days after the first day of employment. If this requirement is not met in the specified time, he may be granted additional time at the discretion of the Board.

#### **ARTICLE VIII - ELECTION OF THE OFFICERS**

The Board agrees to allow the Association members to have one-half day off for the election of officers at the end of the school year. Provision will be made for all schools to be covered on this day.

#### **ARTICLE IX - INSURANCE PROTECTION**

##### **Section 1.**

- a. The Board will provide health benefits through either Traditional Plan or Open Access Point-of-Service Plan (currently Horizon Direct Access). Benefits provided shall be equal to or better than the plan referred to above. The Board will continue to pay the full premium for each employee and, in cases where appropriate, for family-plan insurance coverage . b.



Effective February 18, 2009, all new hires shall be required to enroll in the Open Access Point-of-Service Plan for the first two years of employment. During the first open enrollment of their third year, they may enter into the Traditional Plan should they choose.

c. Effective July 1, 2009, a member may waive health benefits as long as the member provides proof of other insurance. The amount received for the waiver will be based upon the coverage previously received by the employee. By waiving health benefits, a member will receive the following:

1. Waiver of Family coverage	\$4,000
2. Waiver of 2 Adults	\$3,500
3. Waiver of Parent/Child	\$2,100
4. Waiver of Single	\$1,400
5. Waiver of Prescription	\$1,400

d. For each employee who remains in the employ of the Board for the full school year, the Board will continue to make payments of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1 and ending August 31; when necessary, premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage. In the event an employee's insurance coverage cannot be obtained due to missing the annual enrollment period, the employee may obtain personal coverage for health-care insurance and said employee shall be reimbursed for the cost of the same, but such cost shall not exceed the amount the Board would have been required to pay if said employee had been enrolled in the group policy. If, however, the employee has missed the enrollment due to an error on the part of the Board, the Board shall be responsible for the full cost of private

coverage until group coverage can be put into effect.

**Section 2.** The Board will continue supplying to the members of the unit a co-pay prescription family plan at \$8.00 deduction for generic drugs and \$13.00 deduction for legend drugs with the selection and type of plan to be determined at the discretion of the Board.

**Section 3.** The Board shall continue to provide Group Life Insurance, underwritten by the Prudential Insurance Company of America providing a \$5,000.00 life insurance policy for all active employees only, to be in effect until such employee retires. When an employee retires, he shall be given the right to continue payment on the \$1,000.00 life insurance previously granted by the Board, to be paid at Board group rate as long as carrier is agreeable.

**Section 4.** Effective July 1, 2008 and for the duration of this Contract, the Board will provide all employees covered by this Agreement, with a Dental Plan, acceptable to both the Board and the Association. The sum of money per member for the dental plan shall be increased to the premium rate determined by the insurance carrier and the Board. Said sum will cover the full cost of the dental plan. The current coverage with Delta dental shall not change for the duration of this contract.

**Section 5.** No later than July first of each year, the Board shall provide to each employee a description of the health-care coverage under this Article which shall include a clear description of conditions and limits of coverage as listed above.

**Section 6.** Sick Leave Policy - Attached hereto and marked Exhibit "D" is the current Board Policy on Sick Leave of Absence.

**ARTICLE X - VACATIONS**

**Section 1.** Each employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

0 -1 year	12 days (1 day per month)
Beginning with 2-5 years	13 days
Beginning with 6-10 years	17 days
Beginning with 11-15 years	18 days
Beginning with 16-19 years	21 days
Beginning with 20 years or over	24 days

Any employee whose anniversary falls between July 1 and December 31 shall be eligible for additional vacation days the following January 1. Any employee whose anniversary falls between January 1 and June 30 shall be eligible for additional vacation days effective the following July 1. Vacation time shall not be taken in the year that it is earned. In the event of resignation, RIF or retirement, an employee shall be entitled to all vacation time earned (prorated where necessary) and shall be compensated monetarily or in time at the option of the employee.

**Section 2.** An employee must give his or her supervisor at least forty-eight (48) hours notice prior to any vacation day(s) being granted.

**ARTICLE XI - LEAVES OF ABSENCE**

**Section 1.** All employees covered by this Agreement shall be entitled to twelve (12) sick

leave days each year. All unused sick leave days shall be accumulated without limit from year to year.

Definition: Cumulative sick leave allowance is the sum of all unused portions of an employee's annual allowance. This definition is construed to mean that the beneficiary in addition to the twelve (12) days allowance for the current year shall be entitled to the unused days of the annual allowance for the past consecutive years service.

Effective **July 1, 2002** for each school year, all employees who do not use a certain part of their annual allotted twelve (12) sick days shall receive a one time bonus check as follows:

Used 0 days- will receive \$636.00

Used 1 day - will receive \$583.00

Used 2 days - will receive \$530.00

Used 3 days - will receive \$477.00

Used more than 3 days will not receive check.

Payment for the years in question shall be made on or before September first in each year. The employees shall not be permitted to use any cumulative sick leave in place of the annual allotted twelve (12) days in order to qualify for the one-time bonus plan. The aforesaid bonus plan shall be in effect only for the three (3) year period of this Agreement.

**Section 2.** All employees required to work on a school closing day due to inclement weather, shall be given an additional day off with said date to be determined at the sole discretion of the Board.

**Section 3. a.** All tenure employees covered by this Agreement shall be eligible to twice the amount of their accumulated sick leave in cases of prolonged illness or confined after he has been

employed five (5) years.

b. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.

(1) An employee is rendering consecutive service as long as he or the Board does not officially terminate the service.

(2) A leave of absence does not constitute an interruption of service, but, during a leave of absence, there will be no accumulation of sick leave. Intermittent absence during the year shall not be interpreted as an interruption of service.

(3) An employee who leaves the system shall lose his benefits under the cumulative sick leave plan. If he returns to the system, he shall have the same classification as any new employee. The sick leave allowance is established to protect employees during illness while in service. When an employee resigns, his rights to such allowance are forfeited.

c. The cumulative sick leave plan shall be applicable to all full time employees of the Board.

d. The records kept in the Superintendent's office, or in the Business Administrator/Board Secretary's Office in the case of employees working under the immediate supervision of the Business Administrator/Board Secretary shall determine the number of accumulated days.

e. The intent of sick leave is to protect employees during confining illness or accident. The allowance may not be used for non-confining illness except by Board approval.

f. An absence of three (3) days duration may be certified by the medical inspection department when the supervising nurse has been notified in writing as to the date of absence and the nature of the illness. This certification will be accepted for an absence of only three (3) days

duration. Absences of more than three (3) days duration must be certified by the personal physician. Salary will be allowed only upon the presentation of a doctor's certificate clearly stating the dates of absence.

**Section 4.** Non-teaching personnel are entitled to three (3) days personal leave for religious, legal, business or family matters which require absence during school hours. Application to the Head Custodian or the Director of Plant Operations, for those who do not work in the buildings, must be made at least five (5) days before taking such leave (except in the case of emergencies). The Head Custodian or the Director of Plant Operations will initial the written request and send it immediately to the Business Administrator/Board Secretary.

**Section 5.** Death in Family- In case of death in the immediate family, an employee shall be allowed a number of days, not to exceed seven (7) consecutive calendar days, without loss of salary at the discretion of the Business Administrator/Board Secretary. Immediate family is defined as father, mother, husband, wife, child, sister, brother, grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law or anyone who has actually occupied a position as a member of the immediate family. In case of death of relatives other than those in the immediate family, such as uncle, aunt, niece, nephew or cousin, an absence of one (1) day will be allowed without loss of salary. Allowance may be extended to a maximum of three (3) days where long travel is involved, at the discretion of the Business Administrator/Board Secretary.

**Section 6.** Commencement of bereavement leave shall be computed from date of death or day of funeral.

**Section 7.** On September first, each employee shall be notified of his accumulated sick leave if same is requested in writing by the employee.

**ARTICLE XII - LONGEVITY**

**Section 1. a)** Effective July 1, 2005, each employee covered by this Agreement shall be paid in addition to the rates of pay set forth in Article VI, Appendix "B" attached hereto, a longevity increment based upon years of service within the Board in accordance with the following schedule:

15-19 years -	\$3,030
20-24 years -	\$3,340
25-29 years -	\$3,680
30 years + -	\$3,820

**b)** All employees who are at the maximum step on the salary guide but not eligible for longevity, shall receive a salary increase of \$800.00 for said year. Any employee during the term of this contract who has reached the top of the guide and is not eligible for longevity under **1a** above and receive the salary increase as provided in this subsection **1b**, when they become eligible for the 15 year + longevity, they will receive the longevity payment as set forth in **1a** above not the amount received in this subsection **1b** (for example, if they are receiving \$800.00 and qualify for longevity at \$2,830.00, the \$800.00 shall be removed and they shall receive a total salary increase of \$2,830.00 not \$3,630.00).

**c.** Any employee whose anniversary date falls between July 1 and December 31 shall be eligible for longevity effective the following January 1. Any employee whose anniversary date falls between January 1 and June 30 shall be eligible for longevity effective the following July 1.

**ARTICLE XIII - HOLIDAYS**

**Section 1.** The following holidays shall be granted with pay to all employees covered by this

**Agreement:**

New Years Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Day after Christmas
Friday before Labor Day	Day after Thanksgiving
Martin Luther King Day	New Year's Eve (Effective July 1, 2009)

**Section 2.** The following holidays shall be added to the holidays already granted by the Board:

Any two (2) officers granted two (2) days with pay to attend the New Jersey Education Association Convention in November.

**Section 3.** Any employee assigned to work any shift on a holiday shall receive double time in addition to regular salary.

**Section 4.** Any floating holidays cannot be carried over beyond August 31 following the school year in which they are earned.



#### **ARTICLE XIV - EMPLOYEE IMPROVEMENT PLAN**

The Board agrees to cooperate with the Association in evaluating tuition or reasonable expenses incurred by KSEA employees when attending courses, workshops, or training sessions relative to the improvement of their quality of work or advancement while employed by the Board.

#### **ARTICLE XV - CLOTHING ALLOWANCE**

**Section 1.** Effective and retroactive to July 1, 2012, the Board of Education shall provide \$250.00 per employee each year as a clothing allotment in a manner chosen by the Board. For IRS purposes and where applicable, the Board will verify by voucher that personnel do use their own vehicles for work purposes.

**Section 2.** The Board may issue policies regarding uniform requirements.

#### **ARTICLE XVI - AUTOMATIC PAYROLL DEDUCTIONS**

**Section 1.** The Board agrees to deduct from the salaries of its employees dues for the Kearny School Employees Association and the New Jersey Education Association or the National Education Association, or any one or any combination of such associations, which must include Kearny School Employees Association and New Jersey Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Kearny School Employees Association by the 15th of each month following the

monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

**Section 2.** Each of the associations named 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.

**Section 3.** The Board agrees to deduct money for local, state and/or national association services and programs as said employees authorize the Board to deduct and to transmit monies promptly to such associations. Any employee may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the appropriate association.

**Section 4. a.** Agency Shop. If any employee does not become a member of the Association during a membership year (July 1 to June 30), said employee shall be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year.

**b.** Certification. The Association will certify to the Board before the start of each membership year that, the amount of the representation fee to be assessed does not exceed 85% of unified dues, fees and assessments.

**c.** Notification. 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.

d. Demand and Return. The Association agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such a system to the Board.

e. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with this provision.

f. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and transmission of such fees to the Association, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

## **ARTICLE XVII - MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT**

**Section 1.** There shall be no individual agreement with employees. This agreement constitutes the entire agreement between the parties. This agreement cannot be modified except by mutual written agreement executed by the parties.

**Section 2.** Before the Board adopts a change in policy, which affects terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced to writing, signed by the Board and the Association, and become an addendum to this Agreement.

**Section 3.** Not later than May 1, 2013, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a

good faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

**Section 4.** During negotiations, the party making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within five (5) days. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relative data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Each party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

**Section 5.** Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the Agreement, they will suffer no loss in pay.

#### **ARTICLE XVIII - SAVINGS CLAUSE**

If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision

shall not be applicable, performed or enforced. In such event, all other provisions of this Agreement shall continue in effect.

**ARTICLE XIX**

All of the members of the Association shall be covered by the Board Policy adopted July 21, 1980 regarding sick leave and benefits for staff. A copy of said Board Policy is attached to this agreement and marked Appendix "D".

**ARTICLE XX - TERMINATION LEAVE**

**Section 1.** An employee hired by the Board on or prior to May 19, 2003 who elects to leave the District after a minimum of 20 years of service in the District will be granted payment of accumulated personal illness days based on the following schedule:

a.  $(1/200 \text{ of base salary}^* + \text{longevity}^*) \times (\text{the number of accumulated sick leave days})$  up to a limit of one year's salary + longevity based on the first 200 days.

\*Individual's salary and longevity at the time of termination.

b. Accumulated sick leave days beyond 200 days will receive additional payment based on the following schedule:

250-299 days -	\$5,000.00
300-349 days -	\$10,000.00
350-399 days -	\$15,000.00
400-449 days -	\$20,000.00

**Section 2.** All monies will be paid in 5 equal installments beginning July 1 of the

termination year and in each of the four years that follow.

**Section 3.** Should the employee not survive to collect the total funds due him/her, said funds will be paid to his/her estate on the same schedule as provided in Part B.

**Section 4.** Upon the death of an active employee, the estate of said employee shall succeed to the rights of the deceased employee hereunder in the same manner as if the deceased employee had left the district for other reasons.

**Section 5.** Notification of termination must be made to the District no later than February 1 in order to begin payment on July 1 of the same year as stipulated in part B. If notification is made after February 1, the first payment will be made on July 1 of the following year and will then be paid in the four years that follow that year as stipulated in part B.

**Section 6.** The annual sick day incentive monies will not be paid the last year of a KSEA employee's employment in District only when terminated leave monies are paid to that employee.

**Section 7.** An employee hired by the Board after May 19, 2003 shall never be eligible for the benefits set forth in Section 1-6 of this Article.

**Section 8.** Employees hired by the Board after May 19, 2003, who retire from the District with 15 years or more of service with the District, shall receive \$50.00 per day for all accumulated sick days upon retirement to be capped at \$10,000.00

### **ARTICLE XXI - DURATION**

The provisions of this Agreement shall be effective as of July 1, 2011 and shall remain in full force and effect until June 30, 2014, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article XVII of said Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures:

KEARNY BOARD OF EDUCATION

ATTEST:

BY: \_\_\_\_\_

KEARNY SCHOOL EMPLOYEES  
ASSOCIATION

ATTEST:

BY: \_\_\_\_\_

**K.S.E.A APPENDIX "A"**  
**7/1/2011-6/30/2014**

**Maintenance Foreman**

**Maintenance Men**

**Head Custodians**

**Carpenter**

**Assistant Head Custodian (Lead Field  
Custodian)**

**Electrician**

**Custodian**

**Mason**

**Matrons**

**Painters**

**Drivers**

**Plumber**

**Attendance Officers**

**Utility Person**

**Laborer**

**Senior Maintenance Person**

**Maintenance Person**

**Boiler/Fireman H.V.A.C.**

**Lead Painter**



**K.S.E.A. APPENDIX "B"**

**2011-2014 SALARY GUIDE**

		<b>2011-2012</b>	<b>2012-2013</b>	<b>2013-2014</b>
<b>Head Custodian HS</b>	<b>STEP</b>			
	1	51,536	51,536	51,536
	2	54,398	54,398	54,398
	3	57,260	57,260	57,260
	4	61,627.	63,168	64,905
<b>Head Custodian JS</b>	<b>STEP</b>			
	1	48,894	48,894	48,894
	2	51,428	51,428	51,428
	3	53,964	53,964	53,964
	4	57,912	59,359	60,992
<b>Head Custodian ES</b>	<b>STEP</b>			
	1	48,070	48,070	48,070
	2	50,404	50,404	50,404
	3	52,739	52,739	52,739
	4	56,449	57,860	59,451
<b>Asst Head Cust.</b>	<b>STEP</b>			
	1	45,025	45,025	45,025
	2	47,264	47,264	47,264
	3	49,503	49,503	49,503
	4	53,036	54,361	55,856
<b>Custodian, Matron</b>	<b>STEP</b>			
	1	42,665	42,665	42,665
	2	44,718	44,718	44,718
	3	46,771	46,771	46,771
	4	50,046	51,297	52,707
<b>Maintenance</b>	<b>STEP</b>			
	1	51,228	51,228	51,228
	2	53,672	53,672	53,672
	3	56,118	56,118	56,118
	4	60,026	61,527	63,219

<b>Utilityman</b>	<b>STEP</b>			
	1	48,703	48,703	48,703
	2	50,943	50,943	50,943
	3	53,182	53,182	53,182
	4	56,808	58,2284	59,829
<b>Maint. Foreman</b>	<b>STEP</b>			
	1	53,712	53,712	53,712
	2	56,485	56,485	56,485
	3	59,257	59,257	59,257
	4	63,581	65,170	66,962
<b>Drivers Handicapped</b>	<b>STEP</b>			
	1	44,759	44,759	44,759
	2	47,085	47,085	47,085
	3	49,413	49,413	49,413
	4	53,032	54,358	55,853
<b>Drivers Truck</b>	<b>STEP</b>			
	1	43,319	43,319	43,319
	2	45,463	45,463	45,463
	3	47,606	47,606	47,606
	4	50,993	52,268	53,705
<b>Attendance Off.</b>	<b>STEP</b>			
	1	46,129	46,129	46,129
	2	49,527	49,527	49,527
	3	52,925	52,925	52,925
	4	57,732	59,175	60,803

**Additional:**

CDL License	250	
Fireman		
License	300	
Asst. Head		
Cust.	200	
Head Cust.-		
Elem.	500	
2nd Shift	400	
Tues-Sat Shift	500	
Maintenance		
Staff	1500	(use of own vehicle)
Head Cust.-		
HS	3000	

**K.S.E.A. APPENDIX "C"**  
**7/1/2011-6/30/2014**

**SHIFT SCHEDULES**

Day shift – Matrons & Custodians	(Mon.-Fri.)	7:30am – 4:30pm (1 hour lunch)
Custodians	(Tues.-Sat.)	7:30am – 4:30pm (1 hour lunch)
Mechanics and all other positions		8:00am – 4:30pm (1/2 hour lunch)
Night Shift-Custodians and Mechanics	(Mon. – Fri.)	3:00pm – 11:00pm
	(Mon. – Fri.)	11:00pm – 7:00am
	(Mon – Fri.)	6:00 pm – 2:00 am