

AGREEMENT

between

THE KENILWORTH BOARD OF EDUCATION

and

THE KENILWORTH EDUCATION ASSOCIATION

(CUSTODIANS' UNIT)

Commencing: July 1, 2004
Terminating: June 30, 2007



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PREAMBLE

This contract is made and entered into on July 1, 2004, by and between the Board of Education of Kenilworth, New Jersey, hereinafter called the "Board," and the Kenilworth Education Association, Custodians Unit, hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. Pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, the Kenilworth Board of Education hereby recognizes the Kenilworth Education Association, Custodians Unit, during the term of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all personnel performing custodial, groundskeeper, and/or maintenance duties who work twenty or more hours per week.

B. The Head Custodian(s) is specifically excluded from the negotiations unit described in Paragraph A above.

C. Unless otherwise indicated, the term "custodians" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiation unit as defined above, and reference to male custodians shall include female custodians.

D. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of custodians' employment. Such negotiations shall begin at a mutually agreeable time, but no later than November 15th of the calendar year preceding the calendar year in which this Agreement expires, unless extended by mutual consent. Any agreement so negotiated shall apply to all custodians represented by the Association, be reduced to writing, and be signed by the Board and the Association after ratification by the Association and the Board.

B. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

C. The following procedures are to be followed as a means of reaching agreement on matters in negotiations:

1. The Board representatives agree to meet with the representatives of the Association at a mutually agreeable time, but no later than November 15th of the calendar year preceding the calendar year in which this Agreement expires, unless said time is extended by mutual agreement.

2. At the initial meeting, there shall be an exchange of proposals.

3. The Board and the Association agree, upon reasonable request, to share statistics and information that relate to topics being negotiated, including public information pertaining to the budget which is approved by the Board of Education.

ARTICLE III

GRIEVANCE PROCEDURE

A. Grievance Procedure

1. There shall be two types of grievance:

The first type of grievance shall permit the Association or the employee to present a complaint concerning application of policies or administrative decisions affecting employees; the second type of grievance shall be in the form of a complaint alleging a specific violation or misinterpretation of this Agreement.

- a. The first type of grievance, including any grievance related to the non-renewal of employment of a nontenured custodian for other than disciplinary reasons, as defined by the PER Act, shall not proceed beyond Level 3 of the Grievance Procedure as hereinafter set forth. The Board, or a committee appointed by the Board, shall review such grievance and render a decision which shall be final and binding upon any grievant or the Association.

- b. Only those complaints alleging a violation or misinterpretation of this Agreement or pursuant to N.J.S.A. 34:13A-29 of the PER Act may be submitted to binding arbitration as hereinafter provided for.

B. Procedure

1. All grievances shall be initiated within fifteen (15) work days after the date of occurrence of the alleged violation or misinterpretation of the contract, or the date of the adoption of the policy or administrative decision, as the case may be, or shall be deemed to have been waived. All grievances shall be

initiated in writing in the level where the actions or decisions complained of were made. The written grievance at all levels of the procedure shall include a concise statement of the grievance and the remedy sought.

2. Level One - Principal

If the grievance concerns an action or decision of an administrator, or if no decision was rendered at Level One, the employee or the Association shall submit the grievance in writing and discuss it with the Principal. Grievances that are appealed from Level One shall be submitted at Level Two within five (5) working days after receipt of the decision at Level One or ten (10) working days after the grievance was submitted at Level One, whichever is sooner, or shall be deemed to have been waived. The Principal shall have ten (10) working days after the receipt of the grievance in writing to render the decision in writing.

3. Level Two - Superintendent

If the grievance concerns an action or decision of the Principal or if no satisfactory decision or no decision was rendered at Level One, or if the grievance is district-wide, the employee or the Association shall submit the grievance in writing and discuss it with the Superintendent. Grievances that are appealed from Level Two shall be submitted at Level Three within five (5) working days after receipt of the decision at Level Two or fifteen (15) working days after the grievance was submitted at Level Two, whichever is sooner, or shall be deemed to have been waived. The Superintendent shall have ten (10) working days after receipt of the grievance in writing to render a decision in writing.

4. Level Three - Board of Education

If the grievance concerns an action or decision of the Superintendent or if no satisfactory decision or no decision was rendered at Level Two, the employee or the Association shall submit the grievance in writing and discuss it with the Board. Grievances that are appealed from Level Three may be submitted to Level Four within ten (10) working days after the decision at Level Three or twenty (20) working days after the grievance was submitted at Level Three, whichever is sooner, or shall be deemed to have been waived. A meeting between the Board and the Association representative will be held concerning the grievance within fourteen (14) working days after the grievance was submitted at Level Four. The Board shall have ten (10) working days after meeting with the Association representative to render a decision in writing.

5. Level Four - Arbitration

a. If a grievance concerns the interpretation, application or violation of this Agreement and if no satisfactory decision or no decision was rendered at Level Three, the Association may submit the grievance to arbitration by sending a Demand for Arbitration to the Board and the Public Employment Relations Commission at 495 West State Street, Trenton, New Jersey. Such demand shall be sent within ten (10) working days after receipt of the decision of the Board or twenty (20) working days after the meeting with the Board, whichever is sooner, or shall be deemed to have been waived.

b. The arbitrator will be required to issue his decision within thirty (30) calendar days from the date of the closing of the hearing. The arbitrator's

decision shall be in writing and will set forth his findings of fact and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon the parties.

c. The arbitrator shall have no authority to add or subtract from or modify, in any way, the terms of this Agreement.

d. The cost 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 shall be paid by the party incurring same.

C. Miscellaneous

1. Notwithstanding the time periods in which grievances shall be presented and processed, it is recognized by the parties hereto that grievances be processed as rapidly as possible. The number of days indicated at each level of the grievance procedure should be considered as a maximum, and every effort should be made to expedite the processing. The time limits specified may, however, be extended by mutual written agreement.

2. All grievance meetings and/or hearings as provided for under Article III shall be conducted in private and shall include only the grievant and/or his representative and the Board of Education and/or its representative.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, the Board hereby agrees that all custodians covered by the terms of this Agreement, as particularly delineated in Article I, shall have the right to join and support the Kenilworth Education Association for the purpose of engaging in collective negotiations and bargaining as defined and provided for by the laws of the State of New Jersey.

B. Nothing contained in the within Agreement of as provided for in Article IV shall be construed to restrict any custodian covered by the within Agreement in the exercise of his/her rights under applicable laws and regulations as adopted and as may be amended during the term of this Agreement.

C. Whenever any custodian is required to appear before the Board or any committee thereof or the Superintendent concerning any matter which could adversely affect the continuation of the employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice in writing for such meeting or interview not later than twenty-four (24) hours before said meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliation.

E. The personnel files currently kept in the Superintendent's office are designated as the official personnel files for all custodians. Whenever possible and depending on the administration needs, any custodian who requests access to his/her personnel file shall be granted the opportunity to do so within one (1) school day of such notification.

F. At least once every year, a custodian shall have the right to indicate those documents and/or other materials in the personnel file regarded by him or her as obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent of schools or his/her designee and if, in fact, based upon the Superintendent's determination, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Such determination by the Superintendent of Schools may be grieved to the Board level only. Initial copies of all documents or materials shall be at the expense of the Board. Additional copies shall be at the expense of the party requesting the copies.

G. Any employee who is a member of the Association's Negotiations Team shall be given time off from work with no deduction of salary to attend negotiations sessions with the Board's Negotiations Team that occur during the employee's work hours.

ARTICLE V

BOARD OF EDUCATION - MANAGEMENT FUNCTIONS AND RIGHTS

A. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

1. The exclusive management and administrative control of the school system and its properties and facilities, and the activities of its custodian employees during their hours of employment.

2. The exclusive right to hire, promote, transfer, assign and reassign custodians in positions in the school district, to hire new custodians on a fixed term or on an indefinite term basis as it sees fit; and to suspend, to demote, discharge, or take disciplinary action against custodians, subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided and all applicable laws and decisions of any New Jersey State or applicable federal agency regarding these matters.

3. The exclusive right to take whatever other actions may be necessary to manage the affairs of the school district in its sole discretion; to carry out all of the powers, rights, authority, duties, and responsibilities conferred upon and vested in it, except as may be modified by the terms of this Agreement, by the

laws and Constitution of the United States, as the same may have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement provided they are in conformance with the laws of the State of New Jersey and the Constitution and the laws of the United States.

C. Nothing herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A of the laws of the State of New Jersey or any applicable state law or regulation.

D. The Association recognizes the Board's right to hire part-time employees to the work force. However, if the regular hours of work exceed twenty (20) hours per week, then the employee will be considered a full-time employee and eligible for health insurance coverage.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall be permitted to transact official Association business on school property and hold meetings provided that this shall not interfere with or interrupt normal school operations and provided further that twenty-four (24) hours advance notice of said Association meeting is given to the Superintendent of Schools and that approval of the Superintendent is obtained for the Association's meeting.

B. The Board agrees to place a bulletin board in the Head Custodian's storage room on which the exclusive notices of the Association may be posted. The Association will be permitted to use the bulletin board located near the entranceway to the main office limited only to notices of Association meetings which indicate the date, time and place of such meetings.

C. No meeting shall be scheduled so as to conflict with other meetings scheduled by the Superintendent or Principal.

D. The Association may have the privilege to use school equipment, including typewriters and mimeographing machines, after school hours provided such equipment is not needed for any other school purpose. The Association shall pay for the costs of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during their use. Approval of the Principal is necessary before school property may be used as stated above.

The decision of the Principal shall be final and shall not be grievable beyond Board level.

E. The Association shall have the right to use interschool mail facilities and school mailboxes.

ARTICLE VII

CALL-IN

Employees who are requested to report to a building for overtime duty will be paid for a minimum of four (4) hours at the rate of time and one-half their regular pay on a regular weekday and Saturdays, and double their regular pay on Sundays and holidays. When an employee is called-in, that employee will be given a set of assigned duties in order to work continuously for the entire four (4) hour period. Working overtime continuous with working a regular shift is not considered call-in.

ARTICLE VIII

WORK WEEK AND OVERTIME

A.1. a. The normal work week shall be forty (40) hours, which shall be worked Monday through Friday. The Board may hire one (1) custodian to a workweek of Tuesday through Saturday.

b. If an additional custodian is needed to work on a Saturday, the Board shall first ask the custodian at the top of the rotation list described below. If the custodian at the top of the rotation list is unable or unwilling to work on the Saturday, the Board shall ask the next custodian on the rotation list to work on the Saturday. If that custodian is unable or unwilling to work on the Saturday, the Board shall ask the next custodian on the rotation list. This procedure shall be followed until a custodian agrees to work on the Saturday or the end of the list is reached. If all custodians on the rotation list are unable or unwilling to work on the Saturday, the Board shall be permitted to assign the custodian at the top of the list to work the Saturday.

c. Any custodian who agrees or is assigned to work on a Saturday may select, at his/her sole discretion, any day of the normal workweek as his/her other day off in addition to Sunday; shall be compensated, in addition to his/her regular salary, at the rate of \$48 per Saturday; and shall be placed at the bottom of the rotation list.

d. The groundskeeper shall normally have a workweek of Monday through Friday. On the Saturdays that home sporting events are scheduled, the groundskeeper may be required to work. If the groundskeeper is scheduled to work on a Saturday, he/she may select, at his/her sole discretion, any day of the normal workweek as his/her other day off in addition to Sunday.

e. The initial rotation list shall be made based upon the seniority of the four (4) night custodians at Brearley Middle/High School. The most senior custodian shall be placed at the bottom of the initial list and the least senior at the top of the list. The rotation list shall run continuously for a contract year. The initial list will be modified in accordance with paragraph c., above. Each year a new list will be developed from among the night custodians at Brearley Middle/ High School.

2. The current hours of operation for custodial staff members are:

Day shift:	6:30 a.m. to 3:00 p.m.
Mid-day shift:	11:00 a.m. to 7:30 p.m.
Night shift:	2:30 p.m. to 11:00 p.m. ¹
Part-time shift:	5:00 p.m. to 10:30 p.m. ²

1. Whenever the need arises to cover for school/sports activities at the high school, night shift custodians may be required to report at 3:00 p.m. and depart at 11:30 p.m.

2. Part-time shifts can be changed if he need arises based on the posting of the work schedule.

In order to avoid the custodians' thirty (30) minute lunch periods from being interrupted, the Board shall schedule staggered lunch periods for the custodians working a shift in a building.

3. The Board may implement a change in the schedules outlined in paragraph A.2 above depending upon a change in the pupil/teacher schedules which may occur during the term of this Agreement. The Board will provide a two (2) week advance notice prior to the implementation of a change in the work schedule and attempt to solicit a volunteer(s) first for such assignment provided such volunteer(s) has the requisite skills and qualifications to perform the duties to be assigned during this work schedule.

B. 1. Overtime shall be offered first to all members of the bargaining unit. All overtime shall be posted and assigned by building on a rotating basis subject to the condition that the employee must have requisite skills and qualifications to perform the specific tasks included in the overtime assignment. If there are not volunteers, and no employees with requisite skills and qualifications in a given building, then the overtime will be offered to employees in the other building on a rotating basis subject to the employees having the requisite skills and qualifications to perform the specific tasks. The specific skills and qualifications of each employee shall be appropriately noted on the rotation list. The administration has the right to hire substitute custodians when full-day absences occur. In the event a permanent replacement is hired to fill a vacancy after July 1, 1998, a ninety (90) day period of review will be conducted after which either the employee will be

released or offered a written contract to the end of the contract year; i.e., June 30th.
The Union is responsible for maintaining an up-to-date rotation list.

2. Overtime service shall be compensated at the rate of time and one-half the regular hourly rate of pay for time worked beyond the normal work week of forty (40) hours. . Paid leave time such as sick days, personal days, holidays, vacation days, etc., shall be included as time worked in order to satisfy the forty (40) hour normal work week requirement. The hourly rate shall be computed by dividing the annual salary by 2,080 hours.

C. Employees required to work on days school is not in session shall be paid at their regular rate, except in the event a custodian works on a holiday as designated in this Agreement and school is closed, he/she shall be compensated at double time rate. There shall be no pyramiding of overtime. When schools are closed due to snow, the custodians who are assigned snow removal shall be guaranteed four (4) hours at time and one-half (1 ½) their normal rates. On days when school is closed due to snow, the head custodian will contact custodians and advise them as to the work schedule. On weekends, custodians shall provide the head custodian with an emergency contact number. If it begins to snow outside work hours, custodians shall contact the head of maintenance.

ARTICLE IX

SICK LEAVE

A. All full-time custodians shall be entitled to fifteen (15) days of sick leave each school year, as of the first official day of said school year, whether or not they report for duty on that date. Unused sick leave days shall be accumulated from year to year with no maximum limit. Part-time custodians shall be provided fifteen (15) sick days.

B. Absences in excess of the annual allowance shall be charged to the employee's accumulated leave, if any.

C. When absence exceeds annual sick leave and the accumulated sick leave, the Board of Education may pay such person each day's salary, less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case.

D. In the case of frequent or intermittent illness, the Board or the Superintendent may require the employee to submit a certificate of illness signed by the attending doctor, or submit to an examination or series of examinations by the School Doctor. In all cases of personal illness, a doctor's certificate is required after five (5) days of continuous illness.

E. Terminal leave compensation will be approved for all employees who submit their form to the State Pension and Annuity Fund for retirement purposes.

An employee who has twelve (12) continuous years of service in the Kenilworth school system shall receive terminal leave pay as follows:

1. One-half ($\frac{1}{2}$) day's pay for each accumulated sick day, up to a maximum of two hundred (200) days. A day's pay is defined as one three-hundredths ($\frac{1}{300}$) of the employee's final salary.

2. The estate of an employee who dies during the duration of this contract, after twelve continuous years of service in Kenilworth, shall receive terminal leave pay for sick days accumulated, computed on the same basis as paragraph 1.

ARTICLE X

TEMPORARY LEAVE

A. Absences for personal reasons as set forth in categories 1, 2 and 3 described below shall be requested in writing to the Superintendent, or his designee, at least one (1) working day in advance, except in cases of emergency. Absences for personal reasons as set forth in categories 4, 5, 6 and 7 described below shall be requested in writing to the Superintendent, or his designee, at least one (1) week (seven days) in advance. Such request must state the reason for the personal leave. One (1) personal leave day requested under category 7 shall be approved without the necessity of a reason being submitted at least one (1) day in advance. An employee may be allowed one (1) personal day per category with a maximum of three (3) days each school year, unless otherwise provided in this Agreement, subject to the approval of the Superintendent. Personal leave will not be granted before or after a holiday or school vacation unless the leave is for religious observance or an emergency. Personal days may not be continuous in nature when requested. Unused personal days shall not accumulate from year to year. Only one (1) employee per shift may receive the same day off for personal leave, except in cases of emergency. No deduction shall be made from employees' salaries when requests are granted for absences for personal reasons as set forth in the following categories:

Categories:

1. Death in the employee's immediate family (parent, de facto parent, spouse, child, brother, sister, mother-in-law, father-in-law), not to exceed four (4) consecutive school days in any one instance.

2. Death in the employee's non-immediate family (grandparents, grandchildren, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law), not to exceed the day of the funeral.

3. For serious illness of any relative living in the employee's immediate household, not to exceed four (4) days in any one year, and upon receipt of a doctor's certificate and approval of the Superintendent within five (5) working days of return.

4. Court Order. Absence by reason of subpoena by any Court, providing the employee is not a party to the suit and upon the presentation of proper written evidence to the Superintendent.

5. In observance of religious holidays.

6. Graduation (day of graduation).

7. Personal business (one day) (first request not subject to approval of the Superintendent).

B. Military Leave for Training Purposes:

Leave for military purposes shall be granted only after the Board has been satisfied that it is not possible for the employee to carry out his normal military responsibilities on non-school time, and after representations have been made to the Armed Services to alter the time of performing required duties so that it shall not

conflict with the school duties. The Board shall supplement pay received from the government to equal the regular salary for the period served.

C. Leave for Jury Duty:

An employee called to jury duty will be paid during the time of such service, less any stipend received for such duty.

ARTICLE XI

HOLIDAYS AND VACATION

A. Custodians shall be entitled annually to thirteen (13) paid holidays per year or a day off with pay in lieu of each of the designated holidays listed below:

1. Labor Day
2. Columbus Day
3. Thanksgiving Day
4. Friday after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Martin Luther King's Day
10. Washington's Birthday
11. Good Friday
12. Memorial Day
13. July Fourth

A custodian shall be allowed to take a day off with pay in lieu of a designated holiday if school is in session on that holiday.

B. Custodians shall be entitled to vacations according to the following schedule:

Amount of Time Served

Amount of Vacation

Upon completion of one (1) calendar year of employment

One (1) week (5 days)

Two (2) to five (5) years

Two (2) weeks (10 days)

Six (6) to ten (10) years

Three (3) weeks (15 days)

Eleven (11) years or more

Four (4) weeks (20 days)

Custodians with one (1) to five (5) years of service shall be permitted to use up to five (5) consecutive days of vacation at any one time throughout their work year. Custodians with six (6) to ten (10) years of service shall be permitted to use up to five (5) consecutive days of vacation at any one time during the school year and up to ten (10) consecutive days of vacation at any one time during the summer. Custodians with eleven (11) or more years of service shall be permitted to use up to ten (10) consecutive days of vacation at any one time throughout their work year. If more than one (1) custodian with the same job category (day custodian, night custodian, and groundskeeper) within a building request the same vacation time, the most senior employee in the category may select first. All vacation requests must receive prior approval of the Superintendent. Any vacation entitlement not used shall not accumulate from year to year.

ARTICLE XII

SALARIES - METHOD OF PAYMENT

A. Salaries of all employees covered by this Agreement shall be provided in Appendix A, B and C which are attached hereto and made a part hereof.

B. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

D. When a pay day falls on a legal holiday, or weekend, employees shall receive their paychecks on the last previous working day.

E. Each ten (10) month employee shall receive his/her final pay on the last working day in June, provided that his/her work for the school year has been completed and approved by the Principal.

F. The Assistant Head Custodian stipend shall be:

2004-05	\$2,414
2005-06	\$2,523
2006-07	\$2,637

ARTICLE XIII

INSURANCE

A. As of the beginning of each school year, the Board shall provide yearly health care insurance protection as designated.

1. Complete insurance coverage for all full-time employees of the Board and their families under the current provider or under a different carrier and policy that provides coverage that is equal to or better in all aspects to the current provider's policy. Said policy shall include a mandatory second opinion rider and hearing aids, and the major medical deductibles will be \$300/\$600.

B. The Board shall provide a dental plan under the current provider or under a different carrier and policy that provides coverage that is equal to or better in all aspects to the current provider's policy. Maximum dental coverage will be \$1,800.00 and orthodontia will be \$2,250.

C. Health care insurance shall include medical treatment insurance, hospitalization insurance, diagnostic x-ray insurance, major medical insurance, dental insurance, and any other insurance pertaining to health care. Notwithstanding anything in this Agreement to the contrary, during the term of this Agreement the Board may make changes in health insurance coverage of employees consistent with economic needs of the school district.

D. New employees whose first day of employment is on or after July 1, 2001, shall be enrolled in the Preferred Provider Organization (PPO) plan. Current employees who transfer from traditional to PPO shall receive a one time payment

of 25% of the difference in the premium cost between the coverages. Any employee who waives medical coverage shall receive 25% of the premium for the waived coverage on an annual basis.

E. 1. The Board agrees to provide a Group Long Term Disability Plan as is more fully described in the attachment (a).

2. The Board shall have the right to provide a long-term disability plan from a provider of its choice with a benefit level similar to the current plan.

F. The Board agrees to provide "a Vision Care Plan" as offered by the current provider or under a different carrier and policy that provides coverage that is equal to or better in all respect to the Plan of the current provider. The Vision Care Plan specifications are more fully described in the attachment (b).

G. The above insurance coverage shall be provided to all unit members working an average of twenty (20) hours or more per week.

H. Effective July 1, 2001, the Board shall implement a Section 125 Plan.

ARTICLE XIV

DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees, dues for the Kenilworth Education Association, the Union County Education Association, and the New Jersey Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws, 1969 (N.J.S.A. 52:14-15.9(e)) and under the rules established by the State DOE. Said monies together with current records of any correction shall be transmitted to such a person as may be from time to time designated by the Kenilworth Education 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.

B. 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.

C. Agency Shop:

A representational fee totaling eighty-five (85%) percent of the total dues paid by the Association members shall be deducted from all non-members and forwarded to the Association Treasurer in accordance with the procedure set forth in paragraph A above. The Association hereby agrees that it will indemnify and hold the Board harmless from any claims, actions or proceedings brought by

any employee in the negotiation unit which arise from deductions made by the Board in accordance with this provision. Once the representation fee in lieu of dues is submitted to the Association by the Board, disposition thereafter shall be the sole and exclusive obligation and responsibility of the Association.

ARTICLE XV

BLACK SEAL LICENSE

All custodians who have obtained a Black Seal License shall be compensated at the rate of:

2004-05	\$846
2005-06	\$884
2006-07	\$924

It is understood that all full-time custodians are required to hold a Black Seal License.

ARTICLE XVI

UNIFORM ALLOWANCE

The Board shall provide the following uniforms to custodians:

Work Pants (Brown)	5
Work Shirts (Brown)	5 short and 5 long sleeve
Brown Sweater	2
Thermo Underwear and Socks	5 pair
Brown Orlon Socks	10 pair
Two Weights of Winter Coats	1 each
One Light Weight Fall Jacket	1
Brown Hooded Sweatshirt	2
Basic Brown Belt	1
Tan Work Caps, Lined or Unlined	1
Brown Watch Caps	3
Steel Tipped Safety Shoes	1 pair
Rain Gear	1 set
Arctics	1 pair
Gloves	5 pair

The new custodian shall receive a full compliment of uniforms during the first year of employment. Worn or damaged uniform items shall be replaced as needed by returning the worn or damaged uniform item to the office of the Business Administrator.

During the term of the Agreement, all uniform shirts and overcoats worn by custodians must state the name "Kenilworth Board of Education" and the name of the custodian on the front of the uniform shirt or overcoat to be worn on a daily basis whenever a custodian is scheduled for work.

ARTICLE XVII

MATERNITY LEAVE/CHILD CARE LEAVE

A. A request for maternity leave shall be submitted to the School Business Administrator at least two (2) months prior to the commencement of the leave. The Board shall not remove any tenured custodians from regular duties during pregnancy, or a non-tenured custodian during those months of pregnancy which occur during the school year under contract, unless performance has declined or continuing to work would impair health.

B. The Board shall grant leave for pregnancy to any custodian wishing to return within a school year, provided it is indicated in the request for maternity leave.

C. The Board shall grant leave for pregnancy to any tenured custodian for a period of one (1) school year following the year in which the leave commences. A non-tenured custodian may be granted leave up to the end of the school year for which they are working under contract.

D. When the Board approves any maternity leave, it shall do so by resolution designating the term of the leave and a return date for the custodian to return to work.

E. The Board shall grant leave without pay. The time of such leaves shall not count as time in employment for salary purposes.

F. A tenured custodian on maternity leave must notify, in writing, the School Business Administrator on or before April 1st of the year immediately preceding the return date set forth in the maternity leave that the employee is returning to work as scheduled. Failure to give such written notice shall automatically terminate the custodian's employment on the aforesaid April 1st.

G. Upon return from maternity leave of absence, the custodian shall be reinstated to a position commensurate with their qualifications.

H. Adoption - Any custodian adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of such infant or earlier, if necessary, to fulfill the requirements for adoption.

I. Child care leave shall be granted pursuant to the provisions of the state Family Leave Act and the federal Family and Medical Leave Act of 1993. Ref. N.J.S.A. 34:11B-1 et seq; FMLA sec. 101 et seq; 29 C.F.R. sec. 825.

ARTICLE XVIII

MISCELLANEOUS

A. Neither of the parties hereto may add or subtract from the provisions contained in the within Agreement during the duration of same. This Agreement contains the entire understanding between the parties hereto.

B. All of the custodians and other employees covered by this Agreement shall be subject to and abide by such school policies and regulations adopted by the Board in effect at the time of the signing of this Agreement. All custodians, except former regional custodians who transferred to Kenilworth under tenure, shall be employed on a fixed term basis from year-to-year under the protection of Article III, Grievance Procedure, and the PER Act, N.J.S.A. 34:13A-29 and shall not be eligible for tenure.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. The Board and the Association agree to share the expense for twenty (20) copies of this Agreement, the costs to be divided equally between both parties.

ARTICLE XIX

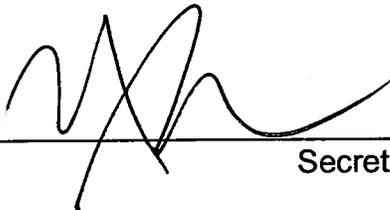
DURATION

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007.

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 the day and year first above written.

ATTEST:

THE KENILWORTH BOARD OF EDUCATION



Secretary

By: 

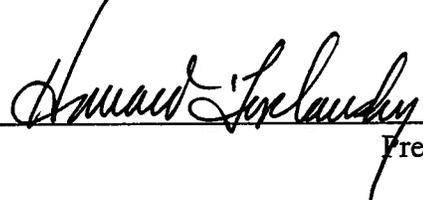
President

ATTEST:

THE KENILWORTH EDUCATION ASSOCIATION



Secretary

By: 

President

By: 

Negotiations Chairperson

**Kenilworth Board of Education
Custodial Salary Guide**

Step	2004-2005	2005-2006	2006-2007
0	\$33,209	\$34,012	\$34,896
1	34,209	35,012	35,896
2	35,209	36,012	36,896
3	36,239	37,012	37,896
4	36,933	38,042	38,896
5	37,642	38,736	39,926
6	38,360	39,445	40,620
7	39,114	40,163	41,329
8	39,885	40,917	42,047
9	40,396	41,688	42,801
10	40,791	42,199	43,572

	<u>Maximum</u>	<u>Levels</u>	
I			\$44,083
H		\$42,594	44,478
G	\$41,191	42,994	44,878
F	41,415	43,218	45,102
E	41,731	43,534	45,418
D	42,087	43,890	45,774
C	42,430	44,233	46,117