

AGREEMENT

Between

KEARNY BOARD OF EDUCATION

And

KEARNY EDUCATIONAL OFFICE PROFESSIONALS ASSOCIATION

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JULY 1, 2008 through JUNE 30, 2011

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Prepared By  
Law Offices Of:

**GENOVA, BURNS & GIANTOMASI**  
494 Broad Street  
Newark, New Jersey 07102  
(973)533-0777

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 1<sup>ST</sup> DAY OF JULY, 2008, BY AND BETWEEN THE KEARNY BOARD OF EDUCATION, (hereinafter referred to as the "BOARD"), and the KEARNY EDUCATIONAL OFFICE PROFESSIONALS 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 eliminate, reduce nor otherwise detract from any other benefit existing prior to its effective date.

Section 7. All provisions of this agreement apply to all full-time members of the Bargaining Unit (see Article XXI for application to part-time employees).

## 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, Principal or immediate supervisor, he/she 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 – In the event the alleged grievance is determined to have merit, the Grievance Committee shall meet with the Superintendent or the Superintendent's designee in an attempt to resolve the matter informally. This meeting shall be requested in writing and within thirty (30) calendar days of the occurrence complained of or within thirty (30) calendar days after the employee would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.
- 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 – Within fifteen (15) calendar days of the decision of the Board of Education or of the date that it should have rendered its decision, 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 limits 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 the 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 or any previously scheduled event.

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 for legitimate Association business.

#### ARTICLE VI – SALARIES AND HOURS OF WORK

Section 1. The salaries of all employees covered by this Agreement are set forth in Appendix “B.” Effective July 1, 2009, all new hires into the bargaining unit shall be paid on a bi-monthly basis. Once more than 50% of the bargaining unit is paid on a bi-monthly basis, all bargaining unit members shall be paid on a bi-monthly basis.

Section 2. All shifts shall be regularly scheduled as set forth in Appendix “C” and shall be in effect for the entire year.

Section 3. The regular work week shall be as outlined in Appendix “C”. In addition, overtime shall be compensated at time and a half the regularly hourly rate, for the above-stated employees in this section. Employees shall be paid straight time for hours worked beyond the total number hours

regularly scheduled to be worked for the week which are less than 40 total hours worked for the week and time and a half the regular hourly rate for all hours worked over 40 hours in a week. For example, for employees regularly scheduled to work 32.5 hours per week, all hours worked in the week up to and including 32.5 hours shall be paid through salary only. It is not until the employee actually works greater than 32.5 hours that the employee has any entitlement to additional straight time or overtime pay. If an employee is regularly scheduled to work 40 hours in a week, then that employee does not receive any overtime until he/she actually works greater than 40 hours in a week. For that employee all hours worked up to 40 in a workweek is part of his/her salary.

Section 4. The use of compensatory time shall be discontinued. Compensatory time shall be spent down as follows: 150 hours by November 1, 2009; 50 hours by September 1, 2010 and 0 hours by June 30, 2011. Any compensatory time above the stated amount as of the effective dates shall be forfeited by the employee. Employees will be permitted to use compensatory time within a reasonable period after making the request as long as it does not disrupt the operations of the Board.

Section 5. Each member of the Association shall be granted one (1) floating day to be used during the year (from July 1 to June 30) and such day must be approved in the same manner as a vacation day. The floating day cannot be used in succession with or in addition to other leave time, and cannot be carried over from year to year.

Section 6. The Kearny Board of Education 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.

Section 7. 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.

#### 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 the main factors considered in filling all vacancies.

Section 3.

- a. Before a reduction of staff is necessary, the Board shall meet with the Association President to discuss the reduction.
- b. The employee in the rified category with the least amount of seniority in that category will be the first laid off. Position categories for purposes of this Section 3 are set forth in Appendix “A”.
- c. A rified employee shall be placed on the recall list for the category in which he/she was rified for a period of two (2) years.
- d. The Board, upon rehiring, shall do so in inverse order of seniority. The Board shall rehire the last employee rified in the category in which the vacancy exists. Under no circumstances shall the Board hire from the open market while employees on the recall list for the category in which the vacancy exists are qualified to perform the duties of the vacant position and are willing and able to be re-employed. The last employee laid off from a job in the category in which the vacancy exists will be the first recalled.

- e. An employee recalled and reinstated to a former position held shall receive his/her former rate of pay, in addition to any wage increases which were applied to his/her position during the period he/she was on the recall list.
- f. Notice of re-employment to an employee who has been laid off shall be made by certified mail to the last mailing address furnished by such laid off employee.
- g. In the event that an employee is forced to assume a lower grade position involuntarily and by the action of the Board, then such employee shall retain the salary of the previous higher grade. In the event an employee assumes a lower grade position voluntarily and by action of the employee, then such employee's salary shall be reduced to the salary at the corresponding step within that grade.

Section 4. 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 reinstatement in a former position.

Section 5. All notices of examination or appointments for job opportunities and/or promotion within the district 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 6. a) The provisions of Chapter 137, Public Laws of 1960, (18A:17-3 and 18A:17-4) shall prevail.

Section 7. a) After completing a ninety (90) day probationary period, if a new employee is approved by the Board Secretary, he/she shall receive all of the benefits as listed in the current Collective Bargaining Agreement between the Board and the Association.

b) After said ninety (90) day probationary period, the 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 30<sup>th</sup>. (First contract period).

c) After the expiration of the first contract period, the Board shall have the option to renew the aforesaid 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 1<sup>st</sup> to June 30<sup>th</sup>). 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 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 1<sup>st</sup> to June 30<sup>th</sup>). 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 period, the Board shall have the right and option once again to renew the aforesaid 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 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 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) An employee is hired 11/1/92
- b) Probation 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 6/30/95 (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) Employee hired 6/1/94
- 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 7/1/95 to 6/30/96 (second contract period)
- e) Written contract executed 7/1/96 to 6/1/97 (third contract period)
- f) Tenure granted 6/2/97

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.

#### 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.

b) Effective June 15, 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 \$5,000.00 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 Kearny Board of Education. 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

All full-time employees 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. Additional vacation days shall not be prorated. 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.

A minimum of 2/3rds of the vacation days are to be taken when school is not in session.

ARTICLE XI – LEAVES OF ABSENCE

Section 1. All full-time 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, 2005 the Association and the Board agrees to an incentive plan for sick leave, whereby 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 days 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. In the event of a school closing due to inclement weather, all unit members shall be granted the day off. Furthermore, 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 Kearny Board of Education.

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 of Education 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 of Education.

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. The secretaries/clerks in the schools will submit their initial request to their immediate superior (generally the building Principal) who will initial the request and forward it to the Superintendent.

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 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. Allowances may be extended to a maximum of three (3) days where long travel is involved, at the discretion of the Board Secretary.

Section 6. Commencement of bereavement leave shall be computed, at the employee's option, from any date from the date of death through the 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) Each full-time 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 Kearny Board of Education in accordance with the following schedule:

	<u>July 1, 2008</u>	<u>July 1, 2009</u>	<u>July 1, 2010</u>
Beginning with 15-19 years	\$2,680	2,880	3,080
Beginning with 20-24 years	\$2,890	3,090	3,290
Beginning with 25-29 years	\$3,030	3,230	3,430
Beginning with 30 + years	\$3,120	3,370	3,570

\*All members who are at maximum on the salary guide but not eligible for longevity, shall receive a salary increase of \$650. However, once said members become eligible for longevity (i.e., they have fifteen years of service in the district), they shall receive the applicable longevity increment less the additional salary increase already received pursuant to this paragraph. For example, a member who is receiving the \$650 additional salary increase (because she is at maximum on the salary guide but not eligible for longevity) who then becomes eligible for the fifteen (15) year longevity increment shall receive a longevity increment of \$2,030 (i.e., \$2,680 less \$650).

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

### ARTICLE XIII – HOLIDAYS

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

New Year's Eve

New Year's Day                      Columbus Day

Lincoln's Birthday                      Election Day

Washington's Birthday                      Veteran's Day

Monday of Students' Spring Break

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	

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.

ARTICLE XIV – EMPLOYEE IMPROVEMENT PLAN/EDUCATIONAL CREDIT BONUSES

Section 1. The Board of Education agrees to cooperate with the Association in evaluating tuition or reasonable expenses incurred by all employees of the unit when attending courses, workshops, or training sessions relative to the improvement of their quality of work or advancement while employed by the Kearny Board of Education.

Section 2. Education Credit Bonuses.

Effective July 1, 2005, full-time Association members shall be eligible for the following educational credit bonuses.

\$300	30 college credits/related license, diploma or certificate*
\$400	60 college credits
\$450	Associates degree
\$550	90 college credits
\$650	120 college credits
\$850	Bachelor's degree

The bonuses shall not be cumulative. Only credits and degrees earned from accredited institutions shall be eligible.

\*In order to qualify for the educational credit bonus, a license, diploma or certificate must be earned through completion of a course of study equivalent to one (1) full-time college semester at a recognized business, secretarial or technical institution.

#### ARTICLE XV – AUTOMATIC PAYROLL DEDUCTIONS

Section 1. The Board agrees to deduct from the salaries of its employees dues for the Kearny Educational Office Professionals 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 Educational Office Professionals 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 33, N.J. Public Laws of 1969 (NJSA 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 Educational Office Professionals Association by the 15<sup>th</sup> 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 XVI – 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 October 1, 2010, 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 collective bargaining agreement, they will suffer no loss in pay.

#### ARTICLE XVII – MISCELLANEOUS PROVISIONS

Section 1. The parties agree that they have negotiated fully with respect to all mandatory subjects of collective negotiations that were raised during negotiations, and that they have settled all such matters as set forth in this Agreement.

Section 2. No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions expressly contained in this Agreement shall be made by any employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties to this Agreement.

Section 3. The failure of the Board or Association to insist upon the strict performance of any covenant or provision of this Agreement, or to exercise any option herein conferred, in any one

or more instances, shall not be construed as a waiver in the future of any such covenant, provision or option and the same shall remain in full force and effect.

Section 4. This Agreement represents the entire Agreement between the parties and fully supersedes any and all prior agreements, discussions or understandings, if any, between the parties.

Section 5. If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

#### ARTICLE XVIII – DURATION

The provisions of this Agreement shall be effective as of July 1, 2008 and shall remain in full force and effect until June 30, 2011, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article XVI of said agreement.

#### ARTICLE XIX – APPLICATION OF BOARD POLICY

A. 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

A. Employees hired on or before June 20, 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:

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

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

2. Accumulated sick leave days beyond 200 days will receive additional payments 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

The benefits provided under this Article XX. Sections A, B, C, D and E shall not be applicable to employees hired after June 20, 2003.

B. 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.

C. 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.

D. 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.

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

F. For employees hired by the Board after June 20, 2003, who retire from the District with 15 years or more of service, shall receive \$50 per day for all accumulated sick days to be capped at \$10,000.00. Any employee eligible for the benefits under Sections A, B, C, D and E of this Article shall not be eligible for the benefits in this Section.

G. 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.

#### ARTICLE XXI – PART-TIME EMPLOYEES

Effective July 1, 2005, part-time employees under Article II of this Agreement are members of this bargaining unit. This Article will delineate the terms and conditions of the Agreement applicable to part-time employees.

Section 1. The following Articles are applicable to part-time employees:

Article I – Principles

Article II – Recognition

Article III – Grievance Procedure

Article IV – Joint Continuing Committees

Article V – Notices of the Association

Article VII – Seniority and Job Security

Article VIII – Election of Officers

Article XIII – Holidays

Article XV – Automatic Payroll Deductions

Article XVI – Modification of Agreement and Negotiation of Successor  
Agreement

Article XVII – Miscellaneous Provisions

Article XVIII – Duration

Article XIX – Application of Board Policy

Section 2. Part-time employees are not entitled to the benefits contained in Article IX – Insurance Protection.

Section 3. Under Article VI – Salaries and Hours of Work, part-time employees shall receive one-half (1/2) the salary as full-time employees. Part-time employees shall not work more than nineteen and one-half (19 ½) hours in a given work week. The part-time salaries are set forth in Appendix “B”. All other provisions of Article VI are applicable to part-time employees to the extent applicable by law.

Section 4. Under Article X – Vacations, the vacation schedule for part-time employees shall be as follows:

- 0-1 years - 5 days per year
- 2-5 years - 6 days per year
- 6-10 years - 8 days per year
- 11-15 years - 10 days per year
- 16-19 years - 12 days per year
- 20+years - 15 days per year

The remainder of the provisions of Article X are applicable to part-time employees.

Section 5. a. Article XI – Leaves of Absence, Section 1 is modified for part-time employees as follows:

All part-time employees shall be entitled to twelve (12) sick leave days each year. All unused sick days shall accumulate from year to year as half days. So, for example, if an employee utilizes 0 sick days, she will accumulate six (6) days to be carried into the next year.

Effective July 1, 2005, the Association and the Board agrees to an incentive plan for sick leave, whereby all part-time employees who do not use a certain part of their annual twelve (12) sick days, shall receive a one-time bonus check as follows:

Used 0 days - \$318.00

Used 1 day - \$291.50

Used 2 days - \$265.00

Used 3 days - \$238.50

Used more than 3 days -- will not receive a check

Payment for the days in question shall be made on or before September 1<sup>st</sup> 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.

b. Under Article XI, Section 4, part-time employees shall be entitled to one (1) day personal leave per year for religious, legal, business or family matters which require absence during school hours.

c. All other provisions of Article XI are applicable to part-time employees to the extent applicable by law.

Section 6. Article XII – Longevity is modified for part-time employees as follows:

a. Part-time employees shall receive one-half (1/2) of the longevity payments that the full-time employees receive. Part-time employees shall be paid a longevity increment based upon years of

service with the Kearny Board of Education in accordance with the following schedule which is attached in Appendix "B":

	<u>2008/2009</u>	<u>2009/2010</u>	<u>2010/2011</u>
Beginning with 15-19 years	1,340	1,440	1,540
Beginning with 20-24 years	1,445	1,545	1,645
Beginning with 25-29 years	1,515	1,615	1,715
Beginning with 30+years	1,585	1,685	1,785

b. Any employee whose anniversary date falls between July 1 and December 31 shall be eligible for longevity effective the following January 1 on a prorated basis. Any employee whose anniversary date falls between January 1 and June 30 shall be eligible for longevity effective the following July 1 on a prorated basis.

Section 7. Under Article XIV – Employee Improvement Plan/Educational Credit Bonuses, Section 2, part-time Association members shall receive one-half (1/2) of the education credit bonus that the full-time employees receive.

\$150 30 college credits/related license, diploma or certificate

\$200 60 college credits

\$225 Associate degree

\$275 90 college credits

\$325 120 college credits

\$425 Bachelor degree

The remainder of the provisions of Article XIV are applicable to part-time employees.



Section 8. The Board and the Association agree that the Board may employ no more than three (3) part-time office aides who are not members of the Association at any one time. The limit of three (3) part-time office aides who are not members of the Association shall not be limited to those individuals currently holding those positions at the time of the execution of this Agreement.

The School District of Kearny

By: \_\_\_\_\_  
President of Board of Education

The Kearny Educational Office  
Professionals Association

By: \_\_\_\_\_  
President

APPENDIX "A" (formerly Appendix A and D)

- Category 1: Network Support Engineer
- Category 2: Coordinator of Accounts Payable/Accounts Receivable Operations
- Category 3: Payroll Bookkeeper  
Accounts Payable Bookkeeper
- Category 4: Office Assistant
- Category 5: Senior Computer Technician
- Category 6: High School Principal's Secretary
- Category 7: Prof. Personnel/Cert.  
Elem. Sub Teachers/Prof. Attendance  
Federal/State Funds/Curriculum  
Special Services  
Registration Officer  
Athletic Accounts Bookkeeper  
High School Guidance Secretary  
High School Main Office Secretary  
High School Substitute Teachers Secretary  
Chief Clerk Typist High School  
Computer Room Secretary  
Secretary Athletics  
Elementary Principal's Secretary  
School-Based Secretary  
Discipline/Student Attendance Secretary  
Asst. Bookkeeper/Receptionist
- Category 8: High School Clerk Guidance  
Clerk/Typist
- Category 9: Part Time Office Employees

FULL TIME SALARY GUIDE

		2008- 2009	2009- 2010	2010- 2011
<b>NETWORK SUPPORT ENGINEER</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	74,552	76,975	79,669
	2	76,352	78,833	81,593
	3	78,252	80,795	83,623
	4	80,252	82,860	85,760
	5	82,352	85,028	88,004
	6	84,552	87,300	90,356
<b>AP/AR</b>	1	43,436	44,848	46,418
	2	44,335	45,775	47,378
	3	45,251	46,722	48,357
	4	46,187	47,688	49,357
	5	47,141	48,673	50,376
	6	54,382	56,149	58,114
	<b>BOOKKEEPER A/P, Payroll,</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>
1		40,976	42,308	43,788
2		41,851	43,212	44,724
3		42,720	44,108	45,652
4		43,581	44,997	46,572
5		44,474	45,919	47,526
6		51,301	52,968	54,822
<b>SECRETARY HS-Principal</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	37,533	38,753	40,110
	2	38,322	39,568	40,953
	3	39,111	40,382	41,796
	4	39,908	41,205	42,647
	5	40,695	42,018	43,488
	6	47,240	48,775	50,482

<b>ASST. BKPR. Payroll, Receptionist</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	37,099	38,304	39,645
	2	37,888	39,119	40,488
	3	38,682	39,939	41,337
	4	39,471	40,754	42,181
	5	40,266	41,575	43,030
	6	46,807	48,329	50,020

<b>SECRETARY Supt, Residency, ES, JS &amp; HS Offices</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	37,099	38,304	39,645
	2	37,888	39,119	40,488
	3	38,682	39,939	41,337
	4	39,471	40,754	42,181
	5	40,266	41,575	43,030
	6	46,807	48,329	50,020

<b>CLERK TYPIST Receptionist, Residency &amp; Guidance</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	36,241	37,419	38,728
	2	36,954	38,155	39,491
	3	37,675	38,899	40,261
	4	38,397	39,644	41,032
	5	39,110	40,381	41,794
	6	45,429	46,905	48,547

<b>COMPUTER TECHNICIAN</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	39,925	41,222	42,665
	2	41,846	43,206	44,718
	3	43,767	45,189	46,771
	4	45,689	47,174	48,825
	5	47,611	49,158	50,879
	6	49,531	51,141	52,931

<b>OFFICE ASST. (inactive)</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	40,549	41,867	43,333
	2	41,414	42,760	44,256
	3	42,272	43,645	45,173
	4	43,137	44,539	46,098
	5	44,007	45,437	47,028
	6	50,799	52,450	54,286

**LONGEVITY**

15-19 yrs	2,680	2,880	3,080
20-24 yrs	2,890	3,090	3,290
25-29 yrs	3,030	3,230	3,430
30+ yrs	3,170	3,370	3,570

**ED. CREDIT**

30 credits	\$300
60 credits	\$400
Associates	\$450
90 credits	\$550
120 credits	\$650
Bachelors	\$850

**PART TIME SALARY GUIDE**

		<b>2008- 2009</b>	<b>2009- 2010</b>	<b>2010- 2011</b>
<b>P/T OFF. SEC.</b>	<b>STEP</b>	<b>RATE</b>	<b>RATE</b>	<b>RATE</b>
	1	18,550	19,153	19,823
	2	18,944	19,560	20,245
	3	19,341	19,969	20,668
	4	19,736	20,378	21,091
	5	20,134	20,788	21,516
	6	23,404	24,164	25,010

**LONGEVITY**

15-19 yrs	1,340	1,440	1,540
20-24 yrs	1,445	1,545	1,645
25-29 yrs	1,515	1,615	1,715
30+ yrs	1,585	1,685	1,785

**ED. CREDIT**

30 credits	\$150
60 credits	\$200
Associates	\$225
90 credits	\$275
120 credits	\$325
Bachelors	\$425

APPENDIX "C"

SHIFT SCHEDULES

Secretaries, Typists, Clerks & Telephone Operator

Business Office Staff	8:30 am – 4:00 pm
Assistant Bookkeeper/Receptionist	8:00 am – 3:30 pm
Superintendent's Office	
1 Secretary	7:00 am – 2:30 pm
1 Secretary	8:30 am – 4:00 pm
High School Office	
Principal's Secretary	8:30 am – 4:00 pm
1 Chief Clerk Typist	8:30 am – 4:00 pm
1 Secretary	7:00 am – 2:30 pm
1 Secretary (Athletic Dept.)	8:00 am – 3:30 pm
1 Secretary	7:30 am – 2:30 pm
1 Secretary	8:30 am – 4:00 pm
Guidance Department	
1 Secretary	8:00 am – 3:30 pm
1 Clerk	8:30 am – 4:00 pm
Technology Department	
2 Computer Technicians	8:00 am – 4:30 pm
1 Network Support Engineer	8:00 am – 4:30 pm
Special Services Office	
2 Secretaries	8:30 am – 4:00 pm
Registration Office	
1 Secretary	8:30 am – 4:00 pm
1 Clerk Typist	8:30 am – 4:00 pm
Federal/State Funds/Curriculum/Testing Office	
1 Secretary	8:30 am – 4:00 pm
All School Secretaries	
Franklin, Garfield, Lincoln, Roosevelt, Schuyler, Washington	8:30 am – 4:00 pm

Secretaries, Typists, Clerks and Telephone Operator shall receive one (1) hour

duty-free lunch. Computer Technician shall receive one half hour (1/2) duty-free paid lunch.