

AGREEMENT
BETWEEN
THE KENILWORTH BOARD OF EDUCATION
AND
THE KENILWORTH EDUCATION ASSOCIATION
ON BEHALF OF SECRETARIES, CLERKS AND AIDES

Commencing: July 1, 2021
Terminating: June 30, 2024

<u>Article</u>	<u>TABLE OF CONTENTS</u>	<u>Page</u>
	Preamble	1
	Purpose	2
I	Recognition	3
II	Negotiation Procedure	4
III	Management Functions and Rights	5
IV	Employee Rights	7
V	Association Rights and Privileges	10
VI	Check Off Authorization	11
VII	Holidays — Office Calendar	13
VIII	Non-Discrimination	15
IX	Grievance Procedure	16
X	Leave of Absence and Sick Leave Policy	20
XI	Work Days — Office Hours	30
XII	Vacations	32
XIII	Insurance	34
XIV	Salaries	36
XV	Miscellaneous Provisions	37
XVI	Tuition Reimbursement	38
XVII	Work Day/Work Year for Aides	39
XVIII	Duration	40
	12 Month Salary Guides	41
	10 Month Salary Guides	42

PREAMBLE

WHEREAS, the Kenilworth Board of Education, pursuant to the laws of the State of New Jersey in such case made and provided, negotiated a collective bargaining agreement with the Kenilworth Education Association as the representative for the Secretaries, Clerks and Aides; and

WHEREAS, the parties pursuant thereto have reached an agreement on all matters set forth in the agreement between the parties;

NOW, THEREFORE, in consideration of the mutual covenants, obligations and conditions, this Agreement is made effective this 1st day of July, 2021, by and between the Kenilworth Board of Education and the Kenilworth Education Association as the representative for the Secretaries, Clerks and Aides.

PURPOSE

The general purpose of this Agreement is in mutual interest of the Board and the employees in the unit described above to record the terms of the agreement between the parties signatory hereto arrived at through collective bargaining with respect to rates of pay and other conditions of employment.

The parties signatory hereto recognize that mutual understanding, harmony and cooperation among the employee representatives and the Board of Education are necessary and essential to the furnishing of the public services required by the Board of Education and the employees described in the unit.

ARTICLE I
RECOGNITION

The Board of Education recognizes that during the term of this Agreement, unless the laws of the State of New Jersey otherwise provide, that it will recognize the Kenilworth Education Association as the exclusive bargaining representative, as defined in the New Jersey Employer Employee Relations Act, for all Secretarial, Clerical and Aide personnel, excluding therefrom the following personnel:

Secretary to the Superintendent

Business Office Staff

Secretary to the Assistant Superintendent

ARTICLE II

NEGOTIATION PROCEDURE

- A. Negotiations will commence on or about January 1st of the year of termination of the Agreement, unless negotiations for the prior contract have not concluded or a later date is mutually agreed upon by the parties.

ARTICLE III

MANAGEMENT FUNCTION AND RIGHTS

A. Except as modified, altered or amended by the within Agreement, the Board of Education shall not be limited in the exercise of the statutory Board of Education management functions. The Board, on its own behalf and on behalf of the voters encompassing the area covered by the Kenilworth Board of Education, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of New Jersey, the Constitution of the State of New Jersey, and of the United States, including, but without limitation, the following rights, privileges and functions:

1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees related to their employment.
2. The right to hire all employees and subject to the provisions of law to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
3. The right to create new jobs or classifications and to set rates of pay therefore, discontinue, realign or consolidate existing jobs or classifications.
4. The right to make temporary or permanent changes in the method of doing business or in the operations of administrative functions.
5. The right to determine the number of, or type of, employees required, or the particular occupations to be filled.

6. During the term of this Agreement, if the Board consolidates jobs and/or creates new jobs which do not fit into the categories established between the parties, then, in that event, the Board will establish a category and a guide, which if disagreed to by the Association may file a grievance and carry same through the grievance and arbitration procedure. Initial placement on a guide shall not be subject to the grievance and arbitration process.
- B. The exercise of the foregoing powers, right, 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 and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of New Jersey, the Constitution of the State of New Jersey, and the Constitution and laws of the United States, PERC decisions and Court decisions.
 - C. Nothing contained 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 other State laws or regulations as they pertain to education.

ARTICLE IV
EMPLOYEE RIGHTS

- A. Pursuant to the New Jersey Employer-Employee Relations Act adopted by the Legislature of the State of New Jersey and confirmed by the Governor of the State of New Jersey and further pursuant to any amendments to the aforesaid legislation which may be adopted during the course of this Agreement, the Board of Education hereby agrees that all employees covered by the terms of this Agreement 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 aforesaid legislation of the State of New Jersey. The Board of Education undertakes and agrees that it will not directly or indirectly discriminate against any employee covered by the terms of this Agreement by reason of his or her membership in the Kenilworth Education Association, his or her participation in collective negotiations and bargaining with the Board, or by reason of his or her institution of any grievance arising out of the terms and conditions set forth in the within Agreement.
- B. Nothing contained in the within Agreement or as provided for in Article IV shall be construed to define or restrict to any employee or any other person covered by the within Agreement his or her rights under the New Jersey Employer-Employee Relations Act as adopted and as may be amended during the term of this Agreement.
- C. Upon receipt of a written request to the Superintendent of Schools, an employee may review his/her official personnel file. Such review of the file shall be in the presence of the Superintendent or, at the discretion of the Superintendent, he or she may delegate this responsibility to any other designee.

1. Upon receipt of the written request, the Superintendent and/or his designee shall schedule a mutually convenient time for such review.
 2. An employee shall have access only to those materials in his/her file dealing with observations and evaluation of his/her work performance, correspondence, attendance record, health examinations and salary information. No employee shall have access to documents relating to his/her initial employment and subsequent employment in cases where an employee resigns and has been re-employed; i.e., application forms, credentials from placement services and letters of reference.
 3. Neither the official personnel file nor any documents kept therein may be removed from the Board offices where it is reviewed. An employee may, however, request a photocopy of any of the material which he/she has had the opportunity to review.
 4. The right to review a personnel file as herein set forth shall be limited to the employee reviewing his/her personnel file which does not include the right to review the personnel file in the presence of a representative or other third party except the Superintendent and/or his/her designee.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

- E. No adverse recommendation to deny a tenured Secretary a salary adjustment or increment or position will be made by the Principal to the Superintendent or by the superintendent to the Board of Education, if the adverse recommendation was first initiated by the superintendent, without the Secretary first being afforded an interview with the Principal or the Superintendent, as the case may be, concerning such recommendation. At such interview the Secretary shall have the option of having a representative present.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property, provided that no such meetings shall be permitted to interfere with or interrupt normal school operations and further provided that the Superintendent approves the same at least twenty-four (24) hours in advance of said meeting.
- B. All meetings must be scheduled after the end of the work day, provided, however, that no meeting shall be scheduled so as to conflict with the work schedule of any of the employees covered by the terms of this Agreement.
- C. The Association shall have the right to use school facilities and equipment after school hours when the facilities and equipment are not in use. The right hereinabove conferred shall be subject to the prior approval of the Superintendent. If the Superintendent refuses to grant the permission, that decision shall be final and may not be the subject of the grievance and arbitration procedure. Whenever permission is granted by the Principal, the Association shall pay for the reasonable costs of materials and supplies incidental to such use.

ARTICLE VI

CHECK OFF AUTHORIZATION

- A. The Board, upon receipt of a proper authorization duly signed by the members of the Kenilworth Education Association, will deduct and check off from the employee's wages the regularly established dues of the Kenilworth Education Association in accordance with the laws of the State of New Jersey, provided, however, that the Board of Education will not honor any check off authorization for the deduction of dues if the authorization and request is inconsistent with Chapter 123, Public Laws of 1974, as adopted and/or amended during the course of this Agreement.
- B. Deductions of the Kenilworth Education Association dues shall be made on the fifteenth of each month following the monthly pay period in which deductions are made.
- C. The total sum checked off, pursuant to the authorization filed with the School Board, shall be remitted to such person as may be designated by the Kenilworth Education Association and upon remitting the same the Board of Education shall be released of all claims by the Kenilworth Education Association.
- D.
 - 1. If any employee does not become a member of the Association after thirty (30) days of being hired, the Board of Education shall deduct from that employee's salary a representation fee in lieu of dues for services rendered by the Association. At the beginning of each school year the Association shall furnish to the Board the names of those Association members who are not on dues deduction.
 - 2. The representation fee, in lieu of dues, shall be in the amount of eighty-five (85%) percent of the regular membership dues as certified by the Association.

3. Any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Association, under proceedings established and maintained by the Association, in accordance with appropriate statutory provisions and Court decisions, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the Association that is either in aid of activities or causes of a partisan, political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the Association. The pro rata share subject to refund shall not reflect, however, the cost of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employee represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the public employer.
4. The mechanics for the deduction of representation fees and the 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 to the Association.
5. The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of the action taken or not taken by the Board of Education in reliance upon the representation fee information furnished by the Association or its representative.

ARTICLE VII

HOLIDAYS - OFFICE CALENDAR

- A. All Secretarial and Clerical employees shall not receive any deductions from their pay for not working holidays set forth below.
- B. School recesses are not considered holidays for twelve (12) month secretaries and they will be scheduled to work during said periods.
- C. Employees who are hourly rated shall not receive holiday pay for days not worked.
- D. Ten (10) month secretarial and clerical employees shall work from September 1st through June 30th and shall be given holidays pursuant to the school calendar. Twelve (12) month employees shall have fifteen (15) holidays as hereinafter set forth:

Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
July 4th	Christmas Day
Labor Day	New Year's Eve
NJEA Convention (2)	New Year's Day

- E. If no administrator or administrative designee reports to work when school is not in session, employees shall not be required to stay in the building and shall suffer no loss in pay for that period of time. An administrator shall be considered as reporting to work if he/she provides a telephone number and location where he/she can be contacted while outside the building during the work day.

- F. If school is closed on Easter Monday, twelve (12) month employees shall not be required to report to work.

ARTICLE VIII

NON-DISCRIMINATION

- A. The Board will not interfere with, restrain or coerce employees covered by this Agreement because of membership in, or activity on behalf of, the Association. The Board will not discriminate in respect to hire, tenure or term or condition of employment against any employee covered by this Agreement because of membership in, or activity on behalf of, the Association, nor will it discourage or attempt to discourage membership in the Association or attempt to encourage membership in an employee representation group.
- B. The Association agrees to admit Secretarial, or Clerical or other employees covered by this Agreement into their Association on terms and conditions which are reasonable and the same as those generally applicable to other members.
- C. The Board and the Association shall not discriminate against any person because of race, color, sex, age, religion or marital status.

ARTICLE IX
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 non-tenured Secretary or Clerk, as hereinafter defined, 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 may be submitted to binding arbitration as hereinafter provided for.

B. Procedure

1. All grievances shall be initiated in writing on 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/Immediate Supervisor

A grievance shall first be presented within fifteen (15) working days after the date of occurrence of the alleged violation or interpretation of the contract, or the date of the adoption of the policy or administrative decision, as the case may be, to the Principal/Immediate Supervisor, or shall be deemed to have been waived. The employee or the Association shall submit the grievance in writing and discuss it with the Principal/Immediate Supervisor. The Principal/Immediate Supervisor shall have ten (10) working days after receipt of the grievance in writing to render his decision in writing.

3. Level Two - Superintendent

If the grievance concerns an action or decision of the Principal/Immediate Supervisor 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 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 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 Two shall be submitted at Level Two within five (5) working days after receipt of the decision at Level Two or fifteen (15) working days after the grievance as submitted at Level Two, 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 Three. The Board shall have ten (10) working days after the 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 State of New Jersey Public Employment Relations Commission (PERC) at its Trenton, New Jersey office. 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 to 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 incurred 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 are 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 IX 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 X

LEAVE OF ABSENCE AND SICK LEAVE POLICY

- A. Notification of Absences. Secretarial and Clerical employees who are to be absent shall notify the principal of the building or immediate supervisor as soon as possible.

- B. Doctor's Certificate
 - 1. In all cases of personal illness of four (4) or more consecutive days, a certificate signed by the attending physician shall be finished by the employee upon return to duty.

 - 2. In the case of frequent or intermittent illness, the Board or Superintendent may require the employee to submit a certificate of illness signed by the attending physician or submit to an examination or series of examinations by the school physician. As a general rule, such request will not be made until the third (3th) day of illness.

- C. Annual Sick Leave. Each employee will be allowed absences for personal illness with full pay as follows:
 - 1. Ten (10) month employees shall receive twelve (12) days in each contract year.

 - 2. Twelve (12) month employees shall receive fifteen (15) days in each contract year.

 - 3. Secretaries and aides who are employed for less than the full year shall receive a pro-rated number of sick days.

- D. Terminal leave compensation will be approved for all employees who submit their form to the State Pension and Annuity Fund for retirement purposes.
 - 1. An employee who has twelve (12) continuous years of service in the Kenilworth school system shall receive terminal leave pay as follows:

- a. One-half (1/2) day's pay for each accumulated sick day. A day's pay is defined as one three-hundredths (1/300) of the member's final annual salary, provided, however, no payment shall be made for any sick leave accumulated beyond two hundred (200) days. One half (1/2) day's pay for each accumulated sick day. A day's pay is defined as one three-hundredths (1/300) of the member's final annual salary.

Tier I: Employees whose first day of employment was prior to July 1, 2001 and with twelve (12) years of service as of July 1, 2000, shall receive a maximum payment of \$30,000.00.

Tier II: Employees whose first day of employment was prior to July 1, 2001 and with less than twelve (12) years of service as of July 1, 2000, shall receive a maximum payment of \$20,000.00.

Tier III: Employees whose first day of employment is on or after July 1, 2001 and with twelve (12) years of service shall receive a maximum payment of \$15,000.00.

In order to provide timely budget planning, whenever possible, an employee who will be retiring on or before the end of a contract year will be expected to give the Board notice of the pending retirement by the preceding January 1. Such terminal leave shall be paid within thirty (30) days of the employee's retirement date.

- b. The estate of the employee who dies during the duration of this contract after twelve (12) continuous years of service in Kenilworth shall receive terminal leave pay for sick days accumulated, computed on the same basis as paragraph a.

E. Cumulative Sick Leave

- 1. Any unused portion of the yearly sick leave allowance for any employee may accumulate without limits to be used in any subsequent year in case of extended illness. Absences on sick leave shall be charged first to the yearly allowance until it is fully exhausted, thereafter to the accumulated credit.

F. Justifiable Absence Other than for Personal Illness Chargeable to Sick Leave Quarantine - Absence for quarantine within the meaning of Title 18A:30-1 upon presentation of the proper evidence to the Superintendent.

G. Justifiable Absence Other than for Personal Illness Not Chargeable to Sick Leave

- 1. 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.
- 2. For death in the employee's immediate family (parent, de facto parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, daughter-in-law, son-in-law) not to exceed four (4) days in any one instance.
- 3. For the death of the employee's nephew, niece, aunt, uncle, cousin, not to exceed the day of the funeral.

4. Court Order. Absence by reason of subpoena by any Court, and upon the presentation of a proper written evidence to the Superintendent, provided the said subpoena does not involve a litigation in which the employee is a party litigant, or a litigation in which the employee testifies against the Board of Education.

H. Maternity Leave – To promote equality among all employees, the policy regarding employees who become pregnant while employed under the terms of this contract are as follows:

1. An employee who anticipates a disability leave shall notify the Superintendent, in writing, of the anticipated commencement of the disability leave at least two (2) months prior to the commencement of the disability leave. In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date. The Board shall not remove any employee from her regular duties during her pregnancy inconsistent with the terms set forth herein unless, as provided by a physician's certification, her performance has declined or her health would be impaired if she continued working.
2. As provided by a physician's certification, the Board shall grant sick leave as set forth herein because of disability due to pregnancy to every pregnant employee upon the written request of said pregnant employee. The Board shall also grant sick leave as set forth herein because of disability due to pregnancy to every employee upon the recommendation of the Superintendent and a supporting physician's certification.
3. When the Board approves any sick leave because of disability due to pregnancy, it shall do so by resolution designating the term of the leave, the beginning date of the leave and the return date for the employee to return to work.

4. Sick leave for disability due to pregnancy shall normally be for a period of four (4) weeks immediately prior to the expected date of delivery and the four (4) weeks following the termination of the pregnancy. It may be granted for such other period of time as may be necessary for the employee's physical health and safety upon written certification from the employee's attending physician.
5. Sick leave due to pregnancy may extend for such period as may be required, but in no case shall the leave of absence extend for more than one hundred eighty (180) calendar days or the total number of sick leave and accumulated sick leave days the employee may have, whichever is longer, subject to a physician's certification. In a case of sick leave extending more than four (4) weeks before or four (4) weeks after the termination of the pregnancy, the Board and the Superintendent, at such time and every six (6) calendar weeks thereafter, may require the employee to submit an updated certificate of physical disability signed by the attending physician or to submit to an examination or series of examinations by the school doctor or such other doctor as the Board may designate.
6. The Board shall grant leave without pay except that the employee may use her sick leave and accumulated sick leave, if any, and receive full pay and benefits for the period so covered by her said leave, as provided by a physician's certification.
7. Upon return from sick leave because of disability due to pregnancy, the employee shall be reinstated to position that she is qualified for. Failure of the employee to report to work on the designated return date shall automatically terminate the employee's employment.

8. In the event that the employee seeks to reduce the length of leave previously anticipated, the employee may be returned to the same position he or she held at the time said leave commenced, if available. In the event that the Board has contracted with a leave replacement, the employee shall not be returned to that position until completion of the leave replacement's contract in that position. The employee shall instead be placed in an available position and be restored to his or her full pay and benefits.

I. Family Leave of Absence

1. Where foreseeable, a request for a family leave of absence shall be submitted to the Superintendent at least two (2) months prior to the commencement of the leave. The request shall specify the date on which the leave commences and the date on which the leave terminates. In the case of a family leave due to pregnancy, the request shall specify the anticipated delivery date. The Board shall not remove employee from her duties during her pregnancy, unless, as provided by a physician's certification, her performance has declined or her health would be impaired if she continued working.
2. The Board shall grant a family leave of absence due to pregnancy to any employee wishing to return within a school year, provided she indicated this in her request for family leave.
3. When the Board approves a family leave of absence due to pregnancy, it shall do so by resolution designating the term of the leave and a return date for the employee to return to work.

4. The Board shall grant the leave without pay. The time of such leaves shall not count as time for salary purposes unless the employee works at least 90 days in the school year in which the leave commences or terminates.
5. Upon return from family leave due to pregnancy, the employee shall be reinstated to a position for which she is qualified.
6. Adoption. Any employee adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of such infant or earlier, if necessary, to fulfill the requirements for adoption.

J. Child Care Leaves of Absence

1. A request for contractual child care leave of absence shall be submitted to the Superintendent at least two (2) months prior to the commencement of the leave. The request shall specify the date on which the leave commences and the date on which the leave terminates.
2. The Board shall grant a contractual child care leave of absence to any employee for a period of one (1) school year following the year in which the family leave of absence due to pregnancy commences.
3. When the Board approves any contractual child care leave of absence it shall do so by resolution designating the term of the leave and a return date for the employee to return to work.
4. The Board shall grant the leave without pay. The time of such leaves shall not count as time for salary purposes.

5. An employee on a contractual child care leave must notify in writing, the Superintendent, on or before April 1st of the year immediately preceding the return date set forth in the leave that she is returning to work as scheduled. Failure to give such written notice shall automatically terminate the employee's employment on the aforesaid April 1st.

K. Temporary Leaves of Absence

Employees may be granted up to three (3) days off per school year, with pay, for personal business reasons, provided, however, that they make application to the Superintendent or his designee for such personal leave two (2) days in advance of the requested leave. No personal leave shall be granted for two successive days, nor immediately before or immediately after any vacation or holiday period. No more than five (5%) percent of the staff can receive time off for personal business days at the same time except for an emergency. Nothing herein contained shall prevent the Board, at its option, when it is satisfied that an emergency exists from waiving the two (2) days' notice hereinabove provided. In order to obtain a leave under this provision an employee must state that the business purpose cannot be satisfied at the end of the work day rather than during the work day. At the end of each school year, unused personal days shall be converted to accumulated sick leave to the extent permitted by law.

L. Salary During Absence Caused by On-the-Job Injury

1. Pursuant to the provisions of Title 18A:30-2.1, whenever an employee, other than a temporary hourly employee, is absent from his duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the employee will receive full wages for the time of such absence up to one (1) calendar year without having such absence charged to the annual or accumulated sick leave.
2. In the event that absence due to injury as specified within the meaning of this policy shall exceed one (1) year, the remaining days shall be deducted from due and accumulated sick leave to the limit of such due and accumulated leave.
3. Any amount of salary or wages paid or payable to an employee pursuant to this policy shall be reduced by the amount of any workers' compensation award made for temporary disability.
4. In order to be eligible for benefits under this policy, the employee's physical inability to perform his usual duty for the time in question shall be certified by the senior medical inspector of the district.

M. Military Leave for Training Purposes

1. Leave for the taking of military courses and/or non-military training purposes may be granted without pay by the Board when a staff member elects of his own volition to take such courses for non-training purposes if the same involves a loss of work during the duty year.

2. Leave for military training purposes in accordance with Title 38:23-1 shall be granted only after the Board has been satisfied that it is not possible for the staff member to carry out his normal military responsibilities on non-school (non-work) time and after representations have been made to the Armed Services to alter the time of required training duty so that it shall not conflict with school (work) duties.

ARTICLE XI

WORK DAYS - OFFICE HOUR

Any reference in the within Agreement to days shall mean work days unless otherwise specifically provided. One (1) day's salary is defined as one two hundred sixteenths (1/216) of the annual salary for all full time employees except employees on a twelve (12) month contract and a day's salary for those employees shall be defined as one two hundred sixtieth (1/260th) of the annual salary, regardless of the number of work days in the month.

- A. Secretaries shall have an eight (8) hour day and shall include a sixty (60) minute duty free lunch. The secretary's work day shall begin no earlier than thirty (30) minutes before the teacher work day. The start of the work day shall be determined by the Building Principal.

The Board may implement a change in the work day. The Board will provide a two (2) week advanced notice prior to the implementation of the change in work day.

Ten (10) month secretaries serving as a substitute secretary during the summer shall be paid \$14 per hour.

- B. Security Aides and Classroom Aides shall be employed on an hourly basis. When a Classroom Aide substitutes for another Aide in the same capacity, the maximum number of paid hours shall be 6.5 hours. Classroom aides shall be able to work before and aftercare hours.

- C. The Board has the right to require employees to report to work one-half (1/2) hour prior to the reporting time for teaching staff. If there is a change in teacher/pupil schedules, the office staff and aides will be given two (2) weeks advance notice in writing of the changes in the starting and ending times for work, but such changes will be without any increase in the overall work day.

ARTICLE XII

VACATIONS

- A. The annual vacation period shall coincide with the school fiscal year beginning on July 1 of a given year and ending on June 30 of the following year.
- B. The aforesaid twelve (12) month employees shall be entitled to accrue ten (10) days annual vacation if they have been employed less than ten (10) complete years of service. Employees with more than ten (10) years of service are entitled to accrue fifteen (15) days. Any vacation time accrued must be taken during the year immediately following the accrual. Earned vacation days not taken in the year immediately following an employee's accrual of the same shall be canceled and there shall be no entitlement to the said employee at any subsequent point in time.
- C. Twelve (12) month Secretarial and Clerical employees shall be entitled to vacations according to the following schedule:

<u>Amount of Time Served</u>	<u>Amount of Vacation</u>
Upon completion of one (1) year to the completion of five (5) years of employment	10 days
Upon completion of six (6) years to the completion of ten (10) years of employment	15 days
Upon completion of eleven (11) years	20 days

Employees commencing employment after July 1st shall receive prorated vacation days at the rate of .83 day per month.

- D. 1. Employees shall not make firm vacation plans prior to administrative approval.

2. Vacation schedules must be approved in advance by the Principal/Immediate Supervisor.
 3. Employees may not be out more than 10 consecutive work or non-work week days between September 1st and June 30th.
 4. No more than 10 vacation days can be used between September 1st and June 30th.
 5. The Principal/Immediate Supervisor may reject a proposed vacation schedule if at the discretion of the Principal/Immediate Supervisor it interferes with the operation of the office/department/school.
- E. Employees shall not be required to work on days on which schools are closed due to emergency or inclement weather and shall suffer no loss of pay.

ARTICLE XIII

INSURANCE

- A. Effective July 1, 2010, insurance coverage for all full-time employees of the Board and their families shall be provided by the Board under a PPO plan that provides coverage that is equal to or better than the current provider's PPO policy. Effective July 1, 2016, new eligible employees will enroll in the POS plan.

Effective July 1, 2010, all employees shall contribute 1.5% of their base salary towards the cost of their health insurance. The contribution shall be deducted through payroll deduction and shall include pre-tax dollars.

For the 2010-2011 school year, co-pays shall remain at \$5.00 per visit. Effective the 2011-2012 school year, co-pays shall increase to \$15.00 per visit.

- 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 \$2,500 and orthodontia will be \$3,000.
- 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. Effective July 1, 2018, any employee who waives medical coverage shall receive \$2,500.00 on an annual basis.
- E. 1. The Board agrees to provide a Long Term Disability Plan as is more fully described in the plan document on file in the Business Administrator's Office.

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 shall provide for \$200 for contact lenses in lieu of glasses at eight (8) boxes per year.
 - G. In order to qualify for health benefits as provided under this Article, a unit member must work thirty (30) hours or more per week.
 - H. Effective July 1, 2001, the Board shall implement a Section 125 Plan.
 - I. Employees receiving insurance coverage must provide written verification to the Superintendent two (2) times annually for all dependents up to the age of twenty six (26) years.

ARTICLE XIV

SALARIES

- A. The salaries of all Secretarial, Clerical and Aides are set forth in the Salary Guide attached hereto as if fully set forth herein.
- B. All employees shall be given written notice of their salaries for the forthcoming contract year not later than May 15th provided the salaries have been agreed to through collective negotiations and if not so agreed to then the salaries in effect preceding the April 30th in question shall be continued until a settlement has been reached.
- C. Effective upon ratification of this Agreement, all employees shall move to direct deposit. Employees on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments. Effective upon ratification of this Agreement, ten (10) month employees may receive their pay over a twelve (12) month period. When a payday falls on or during a holiday or weekend, the Board will turn over the employee's paycheck on the last working day prior to the holiday or weekend.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. Neither of the parties hereto may add to 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 and may not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.
- B. All employees covered by this Agreement shall also be subject to and abide by such school policies and regulations adopted by the Board of Education.
- C. If any provisions of this Agreement are held to be contrary to law and such provision is not material to the continuance of this Agreement, the provision shall be regarded as null and void and severable and the Agreement shall otherwise continue in full force and effect. If the provision declared contrary to law is material to the continuance of the Agreement, then the entire Agreement shall be regarded as null and void and of no effect.
- D. 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 duration of this Agreement neither party will be required to negotiate with respect to any subject matter whether or not covered by this Agreement and whether or not within the contemplation of either or both of the parties at the time they negotiated or signed this Agreement, provided, however, the Board of Education agrees it will not unilaterally change the terms and conditions of employment in violation of the law.

ARTICLE XVI

TUITION REIMBURSEMENT

Each employee in the unit may apply to the Board for approval in advance of any course of study related to his/her employment. The Board hereby agrees to allocate on a non-accrual basis up to the sum of three thousand (\$3,000) dollars for such purpose annually for the total unit and not per person. If the Board approves the taking of a course of study at a private school or college, the Board shall reimburse the employee up to one hundred (100%) percent of the amount charged, upon said course being completed with a grade of B or better, and further provided that if the sum of three thousand (\$3,000) dollars has been expended, no further contributions shall be made by the Board of Education for such purpose.

ARTICLE XVII

WORK DAY/WORK YEAR FOR AIDES

All non-certificated aides shall work the same calendar and work year as the teacher work year.

All non-certificated aides shall work the same day in length as the teachers' work day. All non-certificated aides shall receive a duty-free lunch in the same length as the teachers scheduled at the discretion of the Supervisor within reason.

ARTICLE XVIII


DURATION

This contract shall be effective for the purposes of the implementation of the Salary Guide and all other terms and conditions for the period from July 1, 2021 to June 30, 2024.

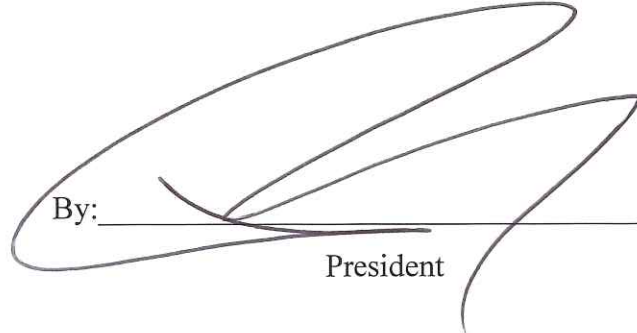
IN WITNESS WHEREOF, the Kenilworth Board of Education and the Kenilworth Education Association have caused this Agreement to be executed this day *13th of December*, 2021.

Attest:

KENILWORTH BOARD OF EDUCATION




Secretary

By: 


President

Attest:

KENILWORTH EDUCATION ASSOCIATION



Secretary

By: 

President

KENILWORTH BOARD OF EDUCATION

Secretaries Salary Guide

12 Month Secretaries

STEP	2021-2022	2022-2023	2023-2024
1	36,247	36,617	36,762
2	36,923	37,293	37,438
3	37,605	37,975	38,120
4	38,293	38,663	38,808
5	38,988	39,358	39,503
6	40,235	40,605	40,750
7	41,488	41,858	42,003
8	42,749	43,119	43,264
9	44,018	44,388	44,533
10	45,287	45,657	45,802
11	46,527	46,897	47,042
12	47,775	48,145	48,290
13	49,030	49,400	49,545
14	50,233	50,603	50,748
15	51,518	51,888	52,033
16	53,178	53,548	53,693
OFF	55,256	56,161	57,066

KENILWORTH BOARD OF EDUCATION

Secretaries Salary Guide

10 Month Secretaries

STEP	2021-2022	2022-2023	2023-2024
1	30,517	30,887	31,032
2	31,017	31,387	31,532
3	31,517	31,887	32,032
4	32,017	32,387	32,532
5	32,517	32,887	33,032
6	33,562	33,932	34,077
7	34,607	34,977	35,122
8	35,652	36,022	36,167
9	36,697	37,067	37,212
10	37,742	38,112	38,257
11	38,742	39,112	39,257
12	39,742	40,112	40,257
13	40,742	41,112	41,257
14	41,892	42,262	42,407
15	43,142	43,512	43,657
16	44,492	44,862	45,007

	2021-2022	2022-2023	2023-2024
Paraprofessionals	26.99	27.74	28.52
Lunch Aides	17.28	18.04	18.80