

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

**Commencing: July 1, 2010**  
**Terminating: June 30, 2013**

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## 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 1<sup>st</sup> day of July, 2010, 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 1<sup>st</sup> 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 I SA 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 1<sup>st</sup> through June 30<sup>th</sup> 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 4 <sup>th</sup>	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 furnished 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 (3<sup>rd</sup>) 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.

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

##### 1. Unpaid Maternity Leave

a. An employee may apply for an unpaid leave of absence due to pregnancy. The application shall be accompanied by a statement from a physician confirming the pregnancy and the anticipated date of birth. If the Board gets sufficient notice, the commencement date of the unpaid maternity leave shall be granted as requested. Such leave, when granted to a non-tenured employee, shall not extend beyond the term of the employee's then existing contract.

b. When an unpaid maternity leave due to pregnancy is granted, it cannot later be converted to a paid leave either pre-delivery or post-delivery related to that pregnancy.

c. At the time of the grant of the unpaid maternity leave the applicant shall indicate to the Board of Education her intention of seeking a child rearing absence without pay following the delivery due to that pregnancy.

d. A tenured employee who has been granted an unpaid maternity leave and wishes a child rearing leave shall within thirty (30) calendar days

after the delivery of the child apply to the Board of Education for an unpaid child rearing leave as hereinafter provided.

e. The Superintendent may at any time during the pregnancy of an active employee remove the employee from her duties on any of the following bases:

i. Her performance has substantially declined from the time immediately prior to her pregnancy; or

ii. Her physical condition or capacity is such that her health would be impaired if she were to continue her secretarial or clerical duties, which physical condition or capacity shall be deemed to exist only if the pregnant employee fails to produce a certification from her physician that she is medically able to continue her secretarial or clerical duties; or the Board's physician and the employee's physician agree she should not continue her secretarial or clerical duties; or in the event of a difference of medical opinion between the Board's physician and the employee's physician, a third physician chosen by the employee and approved in advance by the Board determines that the employee should not continue her secretarial or clerical duties, in which case the full expense of the examination shall be borne by the employee.

f. The terminal date of the leave may be modified upon application of the employee.

## 2. Paid Maternity Leave

a. An employee seeking a pre-delivery medical sick leave is expected to work up to the time her doctor certifies that she is no longer able to work due

to medical disabilities.

b. If an employee seeks to establish a pre-delivery medical disability, she shall supply the Board with a detailed medical report which shall support the fact that the employee is disabled and unable to work beyond the date set forth in the medical report. The period of medical disability shall not exceed thirty (30) calendar days unless the doctor furnishing the report states the specific nature of the disability which shall reflect a medical condition beyond the normal disabilities associated with the pregnancy. In such case where there is a claim for medical disability beyond thirty (30) days, the Board reserves the right to have the employee examined by a Board designated physician who shall be specialized in obstetrics and gynecology. If the Board's physician disagrees with the employee's physician as to the nature and/or extent of the disability, the employee shall be referred to an obstetrician-gynecologist, certified as a specialist by Rahway Hospital, Rahway, New Jersey, whose opinion as to the nature and extent of the disability and the necessity for an extended medical leave beyond thirty (30) calendar days shall be binding upon the employee and the Board.

c. If an employee seeks to establish a post-delivery medical disability, she shall supply the Board with a detailed medical report which shall support the fact that the employee is disabled and unable to work within thirty (30) calendar days after the delivery due to the pregnancy for which a paid pre-delivery leave was granted. The period of medical disability shall not exceed thirty (30) calendar days unless the

doctor furnishing the report states the specific nature of the disability which shall reflect a medical condition beyond the normal disabilities associated with post delivery pregnancy. In such case where there is a claim for medical disability beyond thirty (30) days, the Board reserves the right to have the employee examined by a Board designated physician who shall be specialized in obstetrics and gynecology. If the Board's physician disagrees with the employee's physician as to the nature and/or extent of the disability, the employee shall be referred to an obstetrician-gynecologist, certified as a specialist by Rahway Hospital, Rahway, New Jersey, whose opinion as to the nature and extent of the disability and the necessity for an extended medical leave beyond thirty (30) calendar days shall be binding upon the employee and the Board.

### 3. Child Rearing Leaves

a. An employee may apply for a child rearing leave, whether due to delivery of a natural child and/or an adoption. Such leave shall be granted without salary.

b. Application for a child rearing leave shall be made within thirty (30) calendar days after the delivery of the child or in cases of adoptions as soon as the applicant knows that the adoptive child will be delivered to the applicants.

c. A child rearing leave of absence, if it is approved, in cases of a natural delivery will commence at the termination of the paid or unpaid maternity leave and in cases of adoptions it will commence upon the delivery of the child to the adoptive parent.

d. A child rearing leave shall be granted to the end of the school year in which the application was made and may be renewed by the employee for an additional school year if the child rearing leave commenced on or before April 1st and for an additional two (2) years if the leave commenced between April 1st and June 30th.

e. Early Return. If an employee seeking a maternity leave suffers a miscarriage, a stillbirth and/or a child is born which requires being institutionalized, then in any of those events the employee may request to terminate the leave previously granted. However, it is understood that when the request is made for an early return the employee will be advised of the assignment available and a return date which the Board may fix not later than seventy-five (75) days from the date of the request to return. The employee, upon being advised of the assignment, will then exercise the option of returning to the assignment and the time set by the Board but in no event will an employee be permitted to return between April 1st and June 30th of any school year. If the employee does not elect to return to the assignment offered, then the leave shall continue until the commencement of the next school year.

f. Notification of Return. If an employee has been granted a child rearing leave, the employee must notify the Board of Education on or before March 1st of the year preceding the termination of the leave of his/her intention to return. If the employee fails to advise the Board of his/her intention to return to school at the termination of the child rearing leave then he/she shall be considered as having notified the Board of his/her resignation.

4. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Board for permission to return to her position prior to the termination of the period for which leave is granted.

5. For purposes of calculation only as to whether or not an employee is entitled to the amount of sick days one can accrue by virtue of continuous years of service as herein provided, a maternity leave shall not constitute a break in service. It is understood and agreed, however, that no sick leave may be accrued for the period when the employee is on a maternity leave.

6. When the Board approves any maternity leave it shall do so in writing designating the term of the leave and a return date for the employee to return to work.

7. As a further condition for the granting of a maternity leave, the employee will be required to notify, in writing, the Superintendent of Schools or his designee, on or before March 1 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 March 1.

#### I. 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.

J. 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.

K. 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.

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 1 <sup>st</sup> 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 1<sup>st</sup> and June 30<sup>th</sup>.

4. No more than 10 vacation days can be used between September 1<sup>st</sup> and June 30<sup>th</sup>.

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, 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. Any employee who waives medical coverage shall receive 25% of the

premium for the waived coverage on an annual basis.

E. 1. The Board agrees to provide a 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. The above insurance coverage shall be provided to all unit members working an average of twenty five (25) 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 15<sup>th</sup> provided the salaries have been agreed to through collective negotiations and if not so agreed to then the salaries in effect preceding the April 30<sup>th</sup> in question shall be continued until a settlement has been reached.

C. Employees on a twelve (12) month basis shall be paid in twenty-four (24) equal semimonthly installments. Employees on a ten (10) month basis shall be paid in twenty (20) equal semimonthly installments. 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

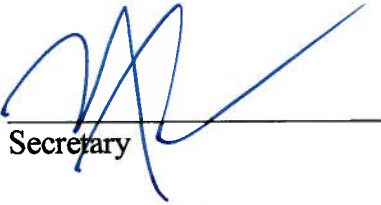
DURATION

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, 2010 to June 30, 2013.

IN WITNESS WHEREOF, the Kenilworth Board of Education and the Kenilworth Education Association have caused this Agreement to be executed this day , 2011.

Attest:

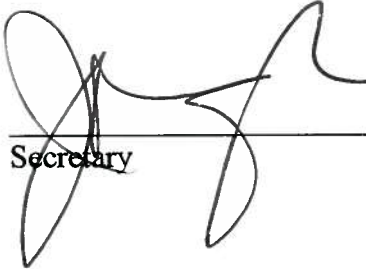
KENILWORTH BOARD OF EDUCATION


  
Secretary

By:   
President

Attest:

KENILWORTH EDUCATION ASSOCIATION

  
Secretary

By:   
President

**KENILWORTH BOARD OF EDUCATION**

**Secretaries Salary Guide**

12 Month Secretaries

STEP	2010-2011	2011-2012	2012-2013
1	27,427	28,393	28,393
2	28,362	29,328	29,328
3	29,329	30,295	30,295
4	30,330	31,296	31,296
5	31,368	32,334	32,334
6	32,440	33,406	33,406
7	33,550	34,516	34,516
8	34,698	35,664	35,664
9	35,888	36,854	36,854
10	37,118	38,084	38,084
10A	38,393	39,359	39,359
11	39,712	40,678	40,678
11A	41,076	42,042	42,042
12	42,488	43,454	43,454
12A	43,950	44,916	44,916
13	46,619	47,585	47,585
OFF	50,481	51,286	51,286

For the first year (2010-2011), everyone remains on the same step. There shall be no increase in salary between July 1, 2011 and January 31, 2012. During that time, all employees shall make the same salary as they did during the 2010-2011 school year and as set forth in the 2010-2011 column of the salary guide.

During the second year (2011-2012), the normal progression shall begin on February 1, 2012 until the end of the contract.

During the third year (2012-2013), everyone remains on the same step.

**KENILWORTH BOARD OF EDUCATION**

**Secretaries Salary Guide**

10 Month Secretaries

STEP	2010-2011	2011-2012	2012-2013
1	22,856	23,661	23,661
2	23,635	24,440	24,440
3	24,441	25,246	25,246
4	25,275	26,080	26,080
5	26,140	26,945	26,945
6	27,033	27,838	27,838
7	27,958	28,763	28,763
8	28,915	29,720	29,720
9	29,907	30,712	30,712
10	30,932	31,737	31,737
10A	31,994	32,799	32,799
11	33,093	33,898	33,898
11A	34,230	35,035	35,035
12	35,407	36,212	36,212
12A	36,625	37,430	37,430
13	38,849	39,654	39,654

For the first year (2010-2011), everyone remains on the same step. There shall be no increase in salary between July 1, 2011 and January 31, 2012. During that time, all employees shall make the same salary as they did during the 2010-2011 school year and as set forth in the 2010-2011 column of the salary guide.

During the second year (2011-2012), the normal progression shall begin on February 1, 2012 until the end of the contract.

During the third year (2012-2013), everyone remains on the same step.

	2010-2011	2011-2012	2012-2013
Paraprofessionals	\$20.86	\$21.28	\$21.71
Lunch Aides	\$13.26	\$13.53	\$13.80