

agreed 3/18/21
8:24 p.m.

**MEMORANDUM OF AGREEMENT
BETWEEN THE
KEARNY BOARD OF EDUCATION (Board)
AND
KEARNY SCHOOL EMPLOYEES ASSOCIATION (Association)
for a Successor Contract to the Current Contract
Between the Board and the Association
For the Period July 1, 2020 to June 30, 2025**

THIS MEMORANDUM OF AGREEMENT is made this 18th day of March, 2020, by and between the negotiating teams representing the Board and the Association.

WHEREAS, the parties have been engaged in negotiations in good faith in an effort to arrive at successor contracts to a Contract which expired on June 30, 2020; and

WHEREAS, the parties have arrived at a Memorandum of Agreement ("Memorandum") which each will present to their respective constituents, along with their recommendations for acceptance and ratification.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties stipulate as to the following:

1. The provisions of this Memorandum are subject to and contingent upon ratification by the parties represented by the signatories herein to the Contract and to the execution of a more formal Contract.
2. The Contract shall cover the period of July 1, 2020 to June 30, 2025.
3. All portions of the most recently expired Contract and not modified by the terms of this Memorandum shall continue to be of full force and effect and be carried forward and be incorporated into the July 1, 2020 to June 30, 2025 Contract.
4. A duplicate of this Memorandum has been furnished to and been received by representatives of the parties herein.
5. Unless otherwise noted, all dates involving the duration in the Contract shall be conformed to the duration of the July 1, 2020 to June 30, 2025 Contract.
6. Any Tentative Agreements previously signed by the parties including the agreed-upon scattergrams and base-year analysis costs are attached to and made a part of this Memorandum.
7. All items agreed to by and between the parties during negotiations shall be incorporated into the July 1, 2020 to June 30, 2025 Contract.
8. All parties acknowledge these terms and conditions are subject to ratification.

9. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents.
10. All other proposals are hereby withdrawn by both parties.
11. *The parties agree as follows:*

COVER PAGE

L. 6

DELETE: July 1, 2017 through June 30, 2020
SUBSTITUTE: July 1, 2020 through June 30, 2025

PREAMBLE

P. 1, L. 3

DELETE: ... 2017 ...
SUBSTITUTE ... 2020 ...

ARTICLE IV JOINT CONTINUING COMMITTEES

P. 5

DELETE: Entire provision
SUBSTITUTE: The parties agree to maintain open communication regarding employee complaints, grievances, and suggestions for improving services and procedures.

ARTICLE VIII ELECTION OF THE OFFICERS

P. 13

DELETE: Entire article.

ARTICLE XI LEAVES OF ABSENCE

Pp. 16-17, S. 1, L. 7-17

DELETE: Entire provision.

P. 18, S. 5

ADD: Security guards shall receive one (1) day's paid leave for death in the family.

P. 18, NEW S. 10

ADD:

Security guards called for jury duty shall be compensated in the same manner as other bargaining unit members.

ARTICLE XV
CLOTHING ALLOWANCE

P. 20, S. 1

DELETE:

... \$250.00 ...

SUBSTITUTE:

... \$350.00...

ARTICLE XX
TERMINATION LEAVE

Pp. 25-26, S. 8

DELETE:

... capped at \$10,000 ...

SUBSTITUTE:

... capped at \$11,000 ...

ARTICLE XXI
DURATION

P. 26, L. 1

DELETE:

... 2017...

SUBSTITUTE:

... 2020 ...

P. 26, L. 2

DELETE:

... 2020...

SUBSTITUTE:

... 2025 ...

K.S.E.A APPENDIX "B"

P. 29, L. 1-2

DELETE:

...\$150 ...

SUBSTITUTE:

... \$200...

K.S.E.A APPENDIX "C"
7/1/2017-6/30/2020

P. 31, L. 4-5

ADD:

It is understood between the parties that for building level Matrons & Custodians, one custodian shall be assigned to a morning shift from 7:00 a.m. to 4:00 p.m. All other personnel will work the following shift schedule:



SALARY

The parties agree to a salary increase over the 2019-2020 base salary for those as established by the agreed upon scattergram summary as follows:

2020-2021: 3.50% inclusive of the cost of increment

2021-2022: 3.00% inclusive of the cost of increment

2022-2023: 3.00% inclusive of the cost of increment

2023-2024: 3.00% inclusive of the cost of increment

2024-2025: 3.00% inclusive of the cost of increment

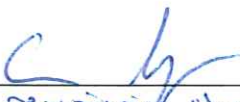
Salary adjustments may result in a modification of current salary guides, scales and steps, including the implementation of additional steps. Salary distribution and salary guide construction shall be mutually agreed upon by the Association and the Board.

The parties agree to the salary guides attached to this Memorandum. All salary increases shall be retroactive to July 1, 2020.

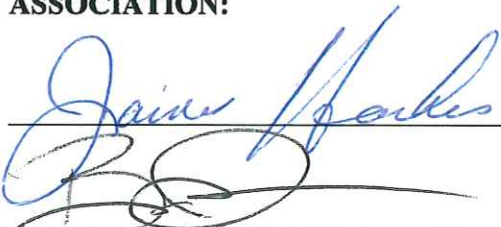
Unless otherwise noted above, all other stipends, rates, longevity amounts, and remuneration items not changed in this Memorandum or a Tentative Agreement shall remain unchanged for the 2020-2025 Contract.

Retroactive salary, payments, salary adjustments, stipend adjustments, and adjustments in compensation items, if any, shall not be made earlier than thirty (30) days after the 2020-2025 Contract with salary guides is signed by the representatives of the Board and the Association and each party has received a signed copy. In no event shall retroactive pay be made later than ninety (90) days after the 2020-2025 Contract with salary guides is signed.

BOARD:


regional chair, BCE

ASSOCIATION:








BASE YEAR											
2019-20 KSEA											
Salary Guide											
Step	Asst Head	Cust/Matron	Head Elem	Head Jr	Head HS	Maint Fore	Maint/Util.	Driver Hand	Driver Truck		
0	47,175	44,850	50,331	51,000	53,473	55,895	53,592	46,800	45,449		
1	49,570	47,046	52,628	53,711	56,535	58,882	56,207	49,288	47,743		
2	51,965	49,242	55,325	56,422	59,597	61,829	58,822	51,776	50,037		
3	54,360	51,438	57,822	58,133	62,659	64,796	61,437	54,284	52,331		
4	64,022	60,065	68,143	69,909	74,394	76,752	72,481	64,019	61,657		
Scattergram											
Step	Asst Head	Cust/Matron	Head Elem	Head Jr	Head HS	Maint Fore	Maint/Util.	Driver Hand	Driver Truck	Total	Percent
0	-	3.00	-	-	-	-	-	-	-	3.00	5.26%
1	-	5.00	-	-	-	-	-	-	-	5.00	8.77%
2	-	2.00	-	-	-	-	-	-	-	2.00	3.51%
3	-	2.00	-	-	-	-	1.00	-	-	3.00	5.26%
4	10.00	18.00	4.00	2.00	1.00	-	11.00	-	-	44.00	77.18%
Total	10.00	28.00	4.00	2.00	1.00	-	12.00	-	-	57.00	100.00%
Percent	17.54%	49.12%	7.02%	3.51%	1.75%	0.00%	21.05%	0.00%	0.00%	100.00%	
Guide Cost											
Step	Asst Head	Cust/Matron	Head Elem	Head Jr	Head HS	Maint Fore	Maint/Util.	Driver Hand	Driver Truck		
0	-	134,550	-	-	-	-	-	-	-		
1	-	235,230	-	-	-	-	-	-	-		
2	-	98,484	-	-	-	-	-	-	-		
3	-	102,878	-	-	-	-	61,437	-	-		
4	640,220	961,040	272,572	139,818	74,394	-	797,071	-	-		
Total	640,220	1,532,180	272,572	139,818	74,394	-	858,508	-	-		
Longevity		100,585						Subtotal	3,517,692		
Boiler Stipend		37,200						OG	66,121		
Night Shift Stipend		14,000						Total	3,583,813		
Asst. Head Stipend		8,000						Average	62,874		
Tools Stipend		1,650						1%	35,838		
Vehicle Stipend		16,500									
Trade License Stipend		1,000									
Increment Pattern											
Step	Asst Head	Cust/Matron	Head Elem	Head Jr	Head HS	Maint Fore	Maint/Util.	Driver Hand	Driver Truck		
0	2,395	2,186	2,497	2,711	3,062	2,987	2,615	2,488	2,294		
1	2,395	2,186	2,497	2,711	3,062	2,987	2,615	2,488	2,294		
2	2,395	2,186	2,497	2,711	3,062	2,987	2,615	2,488	2,294		
3	9,662	8,627	10,321	10,776	11,735	11,958	11,024	9,755	9,226		
Increment Cost											
Step	Asst Head	Cust/Matron	Head Elem	Head Jr	Head HS	Maint Fore	Maint/Util.	Driver Hand	Driver Truck		
0	-	6,588	-	-	-	-	-	-	-		
1	-	10,980	-	-	-	-	-	-	-		
2	-	4,392	-	-	-	-	-	-	-		
3	-	17,254	-	-	-	-	11,024	-	-		
								Total	50,238		
								% of Base	1.43%		
Increment as a %											
Step	Asst Head	Cust/Matron	Head Elem	Head Jr	Head HS	Maint Fore	Maint/Util.	Driver Hand	Driver Truck		
0	5.08%	4.90%	4.98%	5.32%	5.73%	5.31%	4.88%	5.32%	5.05%		
1	4.83%	4.67%	4.73%	5.05%	5.42%	5.04%	4.65%	5.05%	4.80%		
2	4.61%	4.46%	4.51%	4.80%	5.14%	4.80%	4.45%	4.81%	4.58%		
3	17.77%	16.77%	17.85%	18.22%	18.73%	18.45%	17.94%	17.98%	17.63%		