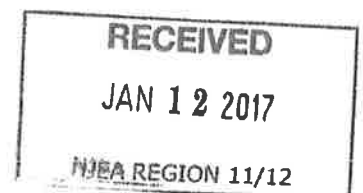


AGREEMENT BETWEEN
EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY
AND THE
MIDDLESEX COUNTY EDUCATIONAL SERVICES ASSOCIATION
SEPTEMBER 1, 2016 THROUGH AUGUST 31, 2019



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PREAMBLE

This Agreement is entered into this 25th day of August, 2016, by and between the EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY, hereinafter referred to as the “Commission”, and the MIDDLESEX COUNTY EDUCATIONAL SERVICES ASSOCIATION, hereinafter referred to as the “Association.”

ARTICLE 1

RECOGNITION

1:1 The Commission recognizes the Association as the exclusive and sole representative for collective negotiations concerning all terms and conditions of employment for certificated personnel and all paraprofessionals (including IDEA public and IDEIA non-public) employed by the Commission, excluding, however, all managerial, supervisory, confidential, secretarial and custodial employees and substitutes.

Unless otherwise indicated, the term “employees” when used in this Agreement, shall refer to certificated and paraprofessional personnel in the negotiating unit as defined above, except that the term “teachers” shall refer to certificated employees only.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

2:1 The parties agree to enter into negotiations for a successor agreement in accordance with NJSA 34:13A-1 et. seq., as amended, and applicable rules of the Public Employment Relations Commission. The parties further agree to the initial negotiations meeting to occur no later than January 15th of the last school year of the agreement. The scatter

gram for teachers and aides shall be based on the December payroll for the last school year of the Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition

A “grievance” is a claim by an employee or the Association based upon the interpretation, application or alleged violation of this Agreement or policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.

3:2 Purpose

3:2.1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which from time to time arise affecting the terms and conditions of employment of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:2.2 Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and that the Association be given the opportunity to be present at such adjustment and to state its views.

3:2.3 To be considered under this procedure, a grievance must be initiated by the grievant within ten (10) business office work days of the time the grievant knew or should have known of its occurrence.

3:3 Procedure

3:3.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3:3.2 In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3:3.3 It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Commission until such grievance and any effect thereof shall have been fully determined.

3:3.4 Level One

Any employee who has a grievance shall discuss it first with his immediate supervisor/principal in an attempt to resolve the matter informally at that level. If the grievance remains unresolved, the employee may file the grievance in writing

with the Association within five (5) business office work days of the discussion with the immediate supervisor/principal. Within five (5) business office work days after receiving the written grievance, the Association may refer it to the principal or immediate supervisor specifying:

3:3.4A The nature of the grievance and the provision or provisions of the Agreement violated;

3:3.4B The nature and extent of the loss, injury or detriment alleged to have been suffered; and

3:3.4C The relief and/or adjustment sought. The principal or immediate supervisor shall communicate his decision to the employee in writing within ten (10) business office work days of receipt of the written grievance.

3:3.5 Level Two

If the aggrieved employee is not satisfied with the disposition of this grievance at Level One, or if no decision has been rendered within ten (10) business office work days after the grievance was delivered to the principal, or immediate supervisor, the aggrieved employee may within fifteen (15) business office work days after the grievance was delivered to the principal or immediate supervisor, whichever is sooner, request in writing that the Association submit the grievance within fifteen (15) business office work days to the Superintendent. The Superintendent shall communicate a decision to the employee in writing within ten (10) business office work days of receipt of the written grievance.

3:3.6 Level Three

If the aggrieved employee is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) business office work days after the grievance was delivered to the Superintendent, the aggrieved employee may, within five (5) business office work days of receipt or non-receipt of the Superintendent's decision, request in writing that the Association submit the grievance within fifteen (15) business office work days to the Commission's Board of Directors. The Board, or the Executive Committee shall review the grievance and, if the employee so requests, at the time of submission of the grievance to the Board, hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) business office work days of the hearing or, if no hearing is requested, within thirty (30) business office work days of receipt of the written grievance.

3:3.7 Level Four

If the aggrieved employee is not satisfied with the disposition of his grievance at Level Three, or if no hearing is held and no decision has been rendered within thirty (30) business office work days after the grievance was delivered to the Commission's Board of Directors, the aggrieved employee may, within five (5) business office work days of the expiration of such time limits, whichever is sooner, request in writing that the Association submit the grievance to arbitration within fifteen (15) business office work days.

3:3.7A Grievances referred to arbitration shall be limited to the interpretation, application or alleged violation of specific provisions of the Agreement.

- 3:3.7B A request for a list of arbitrators may be made to the American Arbitration Association by either party. The Parties shall then be bound by the rules and procedures of the American Arbitration Association.
- 3:3.7C The arbitrator shall not add to, subtract from or alter the Agreement. His decision shall be in writing and shall be submitted to the Commission and the Association and shall be binding.
- 3:3.7D The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room shall be borne equally by the Commission and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3:3.8 Any grievant may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 3:3.9 No reprisals of any kind shall be taken by the Commission, its administrators, or the Association against any grievant or their representative by reasons of their participation in the grievance procedure.
- 3:3.10 The parties agree that the selection of the grievance procedure shall constitute an election of remedies and of the venue for the disposition of the grievance. Upon the final determination of the grievance as provided herein, neither party shall have the right to file a complaint arising out of the incident complained of herein

with the Public Employment Relations Commission, New Jersey State Department of Education or other tribunal with similar or concurrent jurisdiction. The election of remedies in filing a grievance herein shall act as a bar to any subsequent proceeding. Nothing herein however shall prevent either party from appealing the final determination of the grievance herein as may be permitted under the laws of the State of New Jersey.

ARTICLE 4

EMPLOYEE RIGHTS

4:1 Whenever an employee is required to appear before the Commission or any committee thereof concerning any matter which could adversely affect the continuation of the employee in the employee's position or employment or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the employee during such meeting or interview.

4:2 Procedure For Appearance of Aides Before the Board Upon Receipt of Notice of Non-Re-Employment

4:2.1 Whenever an aide is not re-employed, the aide may request in writing a written statement from the Superintendent or his/her designee of reasons for non-re-employment. Upon receipt of the written statement of reasons for non-re-employment he or she may request in writing an informal appearance before a committee of the Board. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons.

- 4:2.2 Such an informal appearance shall be scheduled within thirty (30) calendar days from receipt of the Board's statement of reasons.
- 4:2.3 Under the circumstances described herein, an aide's appearance before the committee shall not be an adversary proceeding. The purpose of such an appearance shall be to permit the aide to convince the members of the committee to offer re-employment.
- 4:2.4 The committee shall exercise discretion in determining a reasonable length of time of the proceeding, depending upon the specific circumstances in each instance.
- 4:2.5 The committee shall provide adequate written notice to the aide regarding the date and time of the informal appearance.
- 4:2.6 The aide may be represented by counsel or one individual chosen by the Association.
- 4:2.7 The aide may present witnesses on his or her behalf. Such witnesses need not present testimony under oath and shall not be cross-examined by the committee. Witnesses shall be called into the meeting to address the committee members one at a time and shall be excused from the meeting after making their statement.
- 4:2.8 The proceeding of an informal appearance before the committee as described herein may be conducted pursuant to N.J.A.C. 6A:32-4.6.
- 4:2.9 Within three (3) days following the informal appearance, the committee shall notify the affected aide, in writing, of its final determination.

4:3 Employees shall not be disciplined or reprimanded without just cause. Any dispute regarding this provision shall be subject to the grievance procedure up to and including binding arbitration.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during work hours in negotiations or grievance meetings, the employee shall suffer no loss of pay.
- 5:2 The Association shall have the use of a bulletin board in mutually agreed upon locations. Copies of all material to be posted shall be given to the principal's or immediate supervisor's office.
- 5:3 Upon approval by the principal, or immediate supervisor, the Association may use the building, mailboxes and school equipment provided that such use shall be at no cost to the Commission. In the event equipment is damaged, the Association shall pay for the repair.
- 5:4 The Commission shall forward to the Association President, at the Association's current address, all minutes of meetings within ten (10) days of the acceptance of same.
- 5.5 The Association President or her/his designee shall be granted two (2) days leave without pay per year for Association business outside the district. The Superintendent shall be notified of the Association business leave day five (5) days prior to the leave date.
- 5.6 Not later than September 30 of each school year, the Commission shall provide to the Association the following personal information on all employees represented by the

Association: name, hire date, location, job title, full time/part-time status, home address and phone number.

5.7 New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Commission will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list of newly hired employees will include name, hire date, location, job title, full time/part-time status, home address and phone number. The Commission shall give all newly hired employees a copy of this collective bargaining agreement and contact information for the Association President and building representatives.

5.8 The Association shall have the right to make one (1) mail distribution per year to non-public and out-of-district employees through the Personnel Department. The Association shall pay the cost of postage.

5.9 The Commission shall, on a monthly basis, submit to the Association a list of employees represented by the Association who are on approved leaves of absence and the dates of the leave. The list shall also include the names of employees represented by the Association who have resigned, retired or been terminated and the effective date of the employee's departure from employment with the Commission.

ARTICLE 6

SALARY

6:1 Salary guides for employees covered by this Agreement are set forth in Schedules "A" which are attached hereto and made a part hereof.

- 6:1.1 Effective September 1, 2013, employees shall contribute to the cost of insurance in accordance with Chapter 78, Public Laws of 2011.
- 6:2 Employees may individually elect to have a fixed amount of their monthly salary deducted from their pay and accumulated to their credit. These funds shall be deposited in an interest-bearing account in an institution chosen by the employee which shall be selected on an annual basis.
- 6:3 Employees must be paid for ninety-four (94) or more work days in any school year to qualify for step advancement on the salary guide.
- 6:4 Employees who retire, file formal retirement papers, and draw pension checks from a State of New Jersey, Division of Pensions, pension system for school employees shall be eligible to convert accumulated sick leave days into cash by multiplying the number of accumulated sick leave days at the time of retirement times forty-five dollars (\$45.00). Effective July 1, 2014, the rate shall increase to fifty dollars (\$50.00) per day. Payment for accumulated sick leave shall be issued to the employee within sixty (60) days of retirement.
- 6:5 The Commission agrees to deduct such monies as authorized by the employee for a tax sheltered program that has been authorized to do business in the Commission's facilities. This selection shall be limited to three (3) tax shelter companies.
- 6:6 Mileage reimbursement for required use of personal automobiles between work sites shall be the Internal Revenue Service rate on September 1st of that year or in accordance with the directives of the NJ Office of Management and Budget if required by State law. Toll receipts will be required.

6:7 Paraprofessionals working at Commission based Special Education Programs who are used as substitutes for classroom teachers, shall receive a stipend of \$50.00 per day above the paraprofessional's daily rate for the first twenty (20) consecutive days. Beginning with the twenty first (21st) consecutive day the paraprofessional shall receive a stipend of \$60 per day above her/his daily rate. The paraprofessional shall not receive any other compensation for substituting.

6:8 Teachers will be paid \$37.00 per hour for curriculum work that occurs outside the normal workday or work year. Effective September 1, 2014, the curriculum rate shall be \$38.00 per hour.

6:9 Teachers in the 192/193 Program will be paid \$35.00 per case for annual reviews. Effective September 1, 2014, the rate shall increase to \$36.00 per case.

6:10 Teachers participating in in-service programs that extend either the in-school work day or work year shall be paid \$36.00 per hour. Effective September 1, 2014, the rate shall increase to \$37.00 per hour.

6:11 Longevity—Longevity shall be payable effective September 1st following the year of completion of twenty (20) years of continuous services with the Commission. Unpaid leaves of absence in excess of thirty (30) days shall be excluded from the calculation of twenty (20) years of continuous service. The longevity amounts shall be:

Teachers--\$1,500

Paraprofessionals--\$750

FMLA or FLA will not be excluded for calculating twenty (20) years of service.

ARTICLE 7

TUITION REIMBURSEMENT

7:1 The Commission will reimburse full-time employees for the cost of tuition for graduate and undergraduate level courses as follows:

7:1.1 The course must be approved by the Superintendent in writing and in advance as being a subject matter course, either in a field in which the employee is teaching or is certified or is a benefit to the Commission.

7:1.2 The course may be at either the graduate or undergraduate level of credit, provided the teacher holds a standard teaching certificate or the aide is working toward a teaching certificate. Undergraduate courses which are essentially a repetition of one previously taken will not be approved.

7:1.3 The employee will be required to obtain a grade of B or better to be eligible for reimbursement.

7:1.4 Reimbursement will be limited to seventy percent (70%) of the credit rate charged by the State college attended or the College of New Jersey rate if the teacher attends a private college for a maximum of six (6) credits per year (completed between July 1 and June 30) per employee. In no case shall the reimbursement exceed the amount paid. The Commission's total expenditure for tuition reimbursement shall not exceed \$60,000 per school year:

7:1.5 If the number of credits submitted for tuition reimbursement in any school year will exceed the amount specified in Section 7:1.4., then the employees to be reimbursed will be selected on a first come first serve basis.

- 7:2 Employees who take college courses for credit while in the employ of the Commission shall have the transcript of credit or official report of grade form recorded in their files in the Superintendent's office.
- 7:3 In special cases, where the Commission may wish to have an employee become certified to teach a particular subject for which no one on staff is qualified, or may wish to have an employee take a specific kind of training course to meet some need of the school, it will pay the full expense of such training.
- 7:4 The Commission will adhere to all statutes, rules and regulations regarding the State mandated one hundred (100) hours of teacher training.
- 7:5 Employees who accept tuition reimbursement must remain in the employ of the Commission for a minimum of one (1) school year following the course completion date. Employees who voluntarily terminate their employment with the Commission sooner than the expiration of one (1) year following the course completion date shall be required to reimburse the Commission for the amount of tuition reimbursement received by the employee. The refund to the Commission shall be pro-rated based on the number of months less than one (1) year.

ARTICLE 8

STAFF EVALUATION

- 8:1 All monitoring or observation of the work performance of staff shall be conducted in accordance with applicable laws.
- 8:2 All tenured teachers shall be observed and evaluated not less than the minimum number of times required by State law or regulation.

- 8:3 The Superintendent shall designate certificated personnel responsible for the formal written evaluation of teachers and aides. Staff will be advised of the titles of such individuals.
- 8:4 A staff member shall be given a copy of any formal observation report prepared by their evaluators within ten (10) school days of the observation and a conference will be held to discuss it. If the staff member wishes they may request additional conference time prior to the observation forms being placed in their file. No such observation report shall be submitted to the Central Office, placed in the staff member's file or otherwise acted upon without an opportunity for a conference with the staff member. The staff member shall sign the observation form as an acknowledgment of having seen the report and comments.
- 8:5 A conference shall be held no sooner than three (3) school days after receipt by the staff member of the written observation report unless the staff member agrees to an earlier date.
- 8:6 The employee shall have the right to submit a written answer to the evaluation. The employee's answer must be submitted within ten (10) school days following the conference and shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- 8:7 All employees shall have the right, upon reasonable advance notice, to review personally the contents of their personnel file in the presence of the Superintendent or his/her designee.
- 8:8 No material derogatory to an employee's conduct, service, character or personality shall be placed in their personnel file unless the employee has had an opportunity to review the



material. The employee shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material. The employee's answer must be submitted within ten (10) school days following receipt of the material and shall be reviewed by the Superintendent or designee and attached to the file copy.

8:9 Although the Commission agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE 9

LEAVES OF ABSENCE

9:1 **Sick Leave**

Employees shall be entitled to one (1) sick leave day per month, i.e., ten-month employee ten (10) days, etc. Each year unused sick leave days shall be accumulated from year to year with no maximum limit.

9:2 **Personal Leave**

9:2.1 Employees may be granted up to two (2) days non-cumulative leave of absence for legal, business or household matters that require absence during school hours. Such absences will be allowed with pay provided application with reason is made through the Principal, or immediate supervisor, to the Superintendent in writing five (5) days in advance. The Superintendent's approval/disapproval will be

given three (3) days in advance. Notification with reason shall be submitted on the first day the employee returns to work in the event of emergencies.

9:2.2 Employees shall not use such personal days immediately prior to or immediately following a school holiday or vacation. All unused personal days in any year shall be added to the employee's accumulated sick leave.

9:3 Clarification of Ten (10) Sick Days and Two (2) Personal Days

9:3.1 Staff will be charged with either a full sick day or a full personal day or a half sick day or a half personal day.

9:3.2 Employees leaving work before fifty percent (50%) of their in-school work day has been completed will be charged with a full sick day or a full personal day.

9:3.3 Employees leaving work after fifty percent (50%) of their in-school work day has been completed will be charged with a half sick day or a half personal day.

9:3.4 Less than five (5) days full time staff will be credited with sick days as follows:

9:3.4A Full day five (5) day per week schedule = 10 sick days and 2 personal days.

9:3.4B Full day four (4) day per week schedule = 8 sick days and 2 personal days.

9:3.4C Full day three (3) day per week schedule = 6 sick days and 2 personal days.

9:3.4D Full day two (2) day per week schedule = 4 sick days and 2 personal days.

9:3.4E Full day one (1) day per week schedule = 2 sick days and 2 personal days.

9:4 Bereavement Leave

9:4.1 Up to five (5) additional days' leave, per occurrence, shall be granted in event of death of an employee's spouse, domestic partner, child, parent, mother/father-in-law, grandparent, grandchild, brother, sister, or any other member of the immediate household.

9:4.2 In the event of the death of an employee the Association shall designate two (2) representatives to attend the funeral without loss of pay, up to a maximum of one day per occurrence.

9:4.3 One (1) bereavement day each year shall be granted in the event of the death of brother/sister in-law, niece/nephew, aunt and uncle.

9:5 Child Bearing/Child Rearing Leaves

Employees may apply for leaves of absence for disability due to pregnancy, for child care, or for adoption subject to the following conditions:

9:5.1.A. An employee requesting leave for disability due to pregnancy must notify the principal or immediate supervisor in writing as soon as possible after medical confirmation of such pregnancy. A mutually agreeable beginning date for the leave due to pregnancy shall be established by the Commission and the employee on the advice of their physician, but the Commission may remove the employee from their duties if the employee is unable or unwilling to perform all of their job responsibilities. Disputes as to physical incapacity shall be decided by the employee's physician and the Commission's physician, or in the event of a disagreement, by a third physician jointly selected by the Commission and the employee or by the Middlesex Medical Society if no agreement is reached on the selection of a third physician.

9:5.1.B. An employee requesting leave for adoption and/or custody must notify the principal or immediate supervisor in writing as soon as possible after confirmation of the adoption/custody. Leave will commence with the pay period immediately preceding the employee receiving de facto custody of the child(ren) or earlier if necessary to fulfill the requirements for adoption/custody. In the event that the adoption process endures

beyond the end of the school year during which the employee has notified the principal or immediate supervisor of his/her intention to adopt or assume custody the employee shall submit a new written notification to the principal or immediate supervisor.

9:5.2 The employee shall return to work, unless extended leave for child care has been granted, as soon as they are physically able to perform their duties. The Commission may require certification from the employee's physician as to their medical and physical fitness. The employee shall notify the Principal, or immediate supervisor, in writing, as promptly as possible of the date of their anticipated return to work.

9:5.3 An employee may use any or all of their accumulated sick leave for disability due to pregnancy. The Commission has the right to require proof of such disability.

9:5.4 Leaves of absence for disability due to pregnancy or child care shall not extend beyond the end of the contract school year in which the leave is obtained in the case of non-tenured employees.

9:5.5 A tenured employee may apply for a twelve (12) month child care leave, which period shall include the period of disability and the balance of the current school year plus such additional time as may be required to have the leave terminate by September 1. Employees granted such leave must notify the Superintendent no later than February 15th of their intent to return in September. In no event shall such leave exceed twenty-four (24) months.

9:5.6 Failure to return to work promptly upon recovery from disability due to pregnancy or to give the required notice of intent to return from child care leave shall be deemed a resignation from employment.

- 9:6 School shall be closed for up to two (2) days during which NJEA convention is in session.
- 9:7 Employees on extended leaves of absences without pay shall not be eligible for the economic benefits contained in this Agreement except as required by the Family Leave Acts.

ARTICLE 10

HEALTH INSURANCE

- 10:1 10:1.1 The Commission agrees to pay the premium costs for medical, surgical, outpatient and Major Medical group insurance coverage for employees and their dependents employed prior to May 1, 1991, and working twenty (20) hours or more per week, subject to acceptance by the carrier.
- 10:1.2 The Commission agrees to pay the premium costs for medical, surgical, outpatient and Major Medical group insurance coverage for employees employed on or after May 1, 1991, working twenty (20) hours or more per week, subject to acceptance by the carrier. Employees employed on or after May 1, 1991, working twenty (20) hours or more per week will be eligible for dependent medical, surgical, outpatient and Major Medical group insurance coverage after three (3) years of continuous employment or attainment of tenure.
- 10:1.3 The Commission agrees to pay the premium costs for medical, surgical, outpatient and Major Medical group insurance coverage for employees employed on or after September 1, 2013, working thirty (30) hours or more per week, subject to acceptance by the carrier. Employees employed on or after September 1, 2013,



working thirty (30) hours or more per week will be eligible for family/dependent/domestic partner medical, surgical, outpatient and Major Medical group insurance coverage after three (3) years of continuous employment or attainment of tenure.

10:1.4 There will be an 80/20 major medical co-insurance on the first two thousand five hundred dollars (\$2,500.00) of major medical benefits for the employee and family with a maximum out-of-pocket expense of five hundred dollars (\$500.00) for individual and a maximum out-of-pocket expense of one thousand dollars (\$1000.00) for family.

10:1.5 There will be an Indemnity Plan deductible of one hundred dollars per employee and two hundred dollars per family (\$100/200). The Point of Service Co-Payment shall be ten dollars (\$10.00) per visit.

10:2 10:2.1 The Commission shall pay the premium cost for the group dental insurance program for the employee and for the employee's dependents for those employees working twenty (20) hours or more per week who were employed prior to May 1, 1991.

10:2.2 Employees working twenty (20) or more hours per week who are employed on or after May 1, 1991, will be eligible for single and dependent coverage after three (3) years of continuous employment or the attainment of tenure.

10:2.3 Employees working thirty (30) or more hours per week who are employed on or after September 1, 2013, will be eligible for single and dependent coverage after three (3) years of continuous employment or the attainment of tenure.

10:2.4 The maximum annual dental benefit shall be two thousand dollars (\$2,000).

- 10:3 10:3.1 The Commission shall pay the employee's single coverage only premium cost for eligible employees employed prior to May 1, 1991, working twenty (20) hours or more per week in a co-pay prescription plan with a co-pay fifteen dollars (\$15.00) for the name brand and fifteen (\$15.00) for the generic drug in the Indemnity Plan and fifteen dollars (\$15.00) for the name brand and ten dollars (\$10.00) for the generic drug in the Point-of-Service (POS) Plan.
- 10:3.2 Employees employed on or after May 1, 1991, working twenty (20) hours or more shall be eligible for single coverage prescription coverage, at the co-payment defined above after three (3) years of continuous employment or attainment of tenure.
- 10:3.3 Employees employed on or after September 1, 2013, working thirty (30) hours or more shall be eligible for single coverage prescription coverage, at the co-payment defined above after three (3) years of continuous employment or attainment of tenure.
- 10:3.4 Prescriptions will be limited to a thirty (30) day supply of the prescribed medication or one (1) refill. Employees having prescriptions for more than a thirty (30) day supply or one (1) refill must use the mail service plan.
- 10:4 Employees may continue enrollment in the group insurance program at the employee's expense when on Commission-approved unpaid leave of absence.
- 10:5 The Commission reserves the right to select alternative carriers providing comparable coverage.
- 10:6 Effective July 1, 2013, new employees and current employees who work less than twenty-five (25) hours per week and not receiving insurance coverage will receive

coverage if they work thirty (30) hours per week or more. Current employees receiving insurance coverage will retain the coverage after July 1, 2013, if their work week is more than twenty-five hours but less than the required thirty (30) hours.

10:7 Insurance Waivers

10:7.1 Health Insurance Waiver Option

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three thousand dollars (\$3,000). Any employee who executes an appropriate form, provided by the Board, waiving individual coverage will receive for the year to which the waiver applies twelve hundred and fifty dollars (\$1,250). Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year except as noted in section 10:7.4. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

10:7.2. Dental Insurance Waiver Option

Employees with dependent coverage will be offered annually (July 1 to June 30) the option of waiving all dental insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three hundred fifty dollars (\$350). Any employee who executes an

appropriate form, provided by the Board, waiving individual coverage will receive for the year to which the waiver applies one hundred and fifty dollars (\$150). Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year except as noted in section 10:7.4. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

10:7.3 Prescription Insurance Waiver Option

Employees with individual coverage shall be offered annually (July 1 to June 30) the option of waiving all prescription insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving individual coverage will receive for the year to which the waiver applies one hundred seventy-five dollars (\$175). Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year except as noted in section 10:7.4. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

10:7.4 Employees who have waived insurance coverage will be permitted to re-enroll without waiting for the open enrollment period when a life-altering event occurs. Payments will be pro-rated for an employee who waives coverage for less than the full year due to an early re-enrollment.

10:7.5 Waiver payments shall be made prior to the last school day each year or within one month of termination when the employee works less than a full year.

10:7.6 A cafeteria plan will be developed in compliance with Section 125 of the IRS code.

10:7.7 The insurance waiver options set forth in sections 10:7.1 through 10:7.3 above shall only be applicable to employees who exercised one or more of these options prior to August 31, 2013.

ARTICLE 11

WORK DAY AND WORK YEAR

11:1 The in-school work year for teachers and aides shall not exceed one hundred eighty-six (186) days.

11:2 All teachers and teacher aides shall be required to attend Back-to-School Night at the school to which the teacher or teacher aide is assigned. Back-to-School Night shall be scheduled on a day when the students are scheduled for a minimum length instructional day.

11:3 Commission Based Special Education Programs

11:3.1 The in-school work day for teachers shall be six (6) hours and forty-five (45) minutes, including a thirty (30) minute duty-free lunch period.

11:3.2 The in-school work day for aides shall be six (6) hours including a thirty (30) minute duty-free lunch period. Additional time, if required by the Administration, will be paid at the individual employee's hourly straight time rate.

11:3.3 Teaching staff members may be required to attend up to five (5) hours per year for professional development meetings that extend beyond the teacher work day. The meetings may not exceed one (1) hour in duration.

11:4 192/193 Program

11:4.1 All full-time employees shall work a minimum of thirty (30) hours and a maximum of thirty-five (35) hours per week. The weekly schedule shall be an exclusive function of Administration. Teachers may be scheduled to have student contact time on Wednesday afternoon.

11:4.2 All employees working thirty (30) or more hours per week shall have a thirty (30) minute duty-free lunch.

11:4.3 All full-time employees shall have two hundred twenty-five (225) minutes of paid preparation per week included in their schedule. This time may be scheduled before, during or after the instructional day and shall not include "dead time" of ten (10) minutes or less after lunch.

11:4.4 All teachers shall be required to attend in-service training releasing no later than 3:30 p.m. one (1) day per month.

11:4.5 Teachers assigned to non-public school positions MAY absent themselves from the schools to which they are assigned if the Educational Services Commission of New Jersey is closed due to inclement weather, the non-public school is open, and the teacher chooses to do so. When the Commission is closed and the non-public school is open, if the non-public teacher chooses not to report to the non-public school, the teacher will be required to work a make-up day in accordance with the Commission's public school calendar inclement weather make-up day schedule. The inclement weather make up schedule shall be either posted on the Commission's website or disseminated to the non-public school staff.

11:5 Collaborative Staff

11:5.1 Collaborative staff will have the same work year as specified in section 11:1.

11:5.2 Collaborative staff will follow the schedule of their respective school district as to calendar and hours.

ARTICLE 12

DUES DEDUCTION

12:1 The Commission agrees to deduct from the salaries of employees, dues for the Middlesex County Educational Services Association, the Middlesex County Education Association, the New Jersey Education Association and the National Education Association, or any one or any combination of such Associations, as said employees individually and voluntarily authorize the Commission to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15, 9(e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Middlesex County Educational Services Association by the 30th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

12:2 Each of the Associations named above shall certify to the Commission in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Commission written notice thirty (30) days prior to the effective date of such change.

- 12:3 Any employee may have such deductions discontinued by prior written notice to the Commission effective January 1 or July 1 of any year.
- 12:4 The Association shall indemnify, protect and save the Commission harmless against any and all claims, demands, suits, or other forms of liability that shall arise by reason of action taken by the Commission in reliance upon payroll deduction authorization cards submitted by the individuals or the Association to the Commission.
- 12:5 If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

12:5.1 Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Commission in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

12:5.2 Notification

On or about the 15th of September of each year the Commission will submit to the Association a list of all employees in the bargaining unit. On or about October 15th of each year the Association shall notify the Commission as to the names of those employees who are required to pay the representation fee.

12:5.3 Payroll Deduction Schedule

The Commission will deduct from the salaries of the employees referred to in Article 12:5.2 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

12:5.4 Mechanics

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

12:5.5 Changes

The Association will notify the Board in writing of any changes in the list provided for in Article 12:5.2 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

12:5.6 Liability

The Association agrees to indemnify and hold the Commission harmless against any liability which may arise by reason of any action taken by the Commission in complying with the provisions of this Article.

ARTICLE 13

SCHOOL CALENDAR

13:1 The Superintendent shall advise the President of the Association of the next year's calendar prior to making recommendations to the Board of Directors for its adoption.

ARTICLE 14

MISCELLANEOUS

- 14:1 The Commission and the Association agree that there shall be no discrimination and that all practices, procedures and policies of the Educational Services Commission of New Jersey shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin, gender, sexual orientation, domicile or marital status.
- 14:2 This Agreement constitutes Commission policy for the term of said Agreement and the Commission shall carry out the commitments contained herein and give them full force and effect as Commission policy.
- 14:3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 14:4 Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

- 14:5 Anything to the contrary notwithstanding, nothing in this Agreement shall be deemed to constitute a waiver by the Commission of, or to deny or restrict the Commission in the exercise of the rights, responsibilities, or authority granted to it under applicable statutes. The parties recognize that the assignment, transfer, and promotion of personnel is a management function vested by law exclusively in the Commission.
- 14:6 Whenever any notice is required to be given pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:
- 14:6.1 If by the Association to the Commission:
- 1660 Stelton Road Piscataway, N.J. 08854
- 14:6.2 If by the Commission to the Association:
- At the current address of the President or at the President's school address during the school year.
- 14:7 This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- 14:8 Staff members will be provided with a written statement regarding insurance and workers compensation on all Commission approved activities.

ARTICLE 15

DURATION OF AGREEMENT

15:1 This Agreement shall be effective as of September 1, 2016, and shall continue in effect through August 31, 2019.

15:2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers.

MIDDLESEX COUNTY EDUCATIONAL SERVICES ASSOCIATION

Marin Spencer
President

Leelia Fisher
Negotiations Chairperson

DATE 1/4/17

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY

Don G. Colwell
President

[Signature]
Board Secretary

DATE 1/9/17

cf

PARAPROFESSIONAL SALARY GUIDES

2016-17		2017-18		2018-19	
STEP	AMOUNT	STEP	AMOUNT	STEP	AMOUNT
1	0	1	0	1	0
2	0	2	0	2	0
3	0	3	0	3	0
4	17135	4	0	4	0
5	17635	5	17635	5	0
6	18137	6	18137	6	18137
7	18612	7	18612	7	18612
8	19095	8	19095	8	19095
9	19710	9	19710	9	19710
10	20364	10	20364	10	20364
11	20875	11	20875	11	20896
12	21535	12	21535	12	21546
13	22235	13	22235	13	22246
14	22935	14	22935	14	22946
15	23735	15	23735	15	23746
16	24776	16	25251	16	24624
17	0	17	0	17	25651

PARAPROFESSIONAL SALARY GUIDE MOVEMENT CHART

<u>Base Year</u>		<u>2016-17</u>		<u>2017-18</u>		<u>2018-19</u>
1	↘					
2	↘					
3	↘					
4	↘	4	↘			
5	↘	5	↘	5	→	6
6	↘	6	↘	6	→	7
7	↘	7	↘	7	→	8
8	↘	8	↘	8	→	9
9	↘	9	↘	9	→	10
10	↘	10	↘	10	→	11
11	↘	11	↘	11	→	12
12	↘	12	↘	12	→	13
13	↘	13	↘	13	→	14
14	↘	14	↘	14	→	15
15	↘	15	↘	15	→	16
16	→	16	→	16	→	17

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**ELIGIBLE PARAPROFESSIONALS ADVANCE ONE STEP EACH YEAR AS PER ARTICLE 6
TEACHER SALARY GUIDES**

TEACHERS 2016-17				TEACHERS 2017-18			
Step	BA	MA	MA+30	Step	BA	MA	MA+30
1	46888	47888	48888	1	47752	48752	49752
2	47438	48438	49438	2	48302	49302	50302
3	47988	48988	49988	3	48852	49852	50852
4	48513	49513	50513	4	49377	50377	51377
5	49013	50013	51013	5	49877	50877	51877
6	49613	50613	51613	6	50477	51477	52477
7	50263	51263	52263	7	51127	52127	53127
8	50913	51913	52913	8	51777	52777	53777
9	51613	52613	53613	9	52477	53477	54477
10	52588	53588	54588	10	53452	54452	55452
11	53488	54488	55488	11	54352	55352	56352
12	54488	55488	56488	12	55352	56352	57352
13	55838	56838	57838	13	56702	57702	58702
14	57053	58053	59053	14	57917	58917	59917
15	58338	59338	60338	15	59202	60202	61202
16	59938	60938	61938	16	60802	61802	62802
17	63038	64038	65038	17	63902	64902	65902
18	65288	66288	67288	18	66152	67152	68152
19	69183	70183	71183	19	70047	71047	72047
20	73078	74078	75078	20	73942	74942	75942

ELIGIBLE TEACHERS ADVANCE ONE STEP EACH YEAR AS PER ARTICLE 6

TEACHER SALARY GUIDES

TEACHERS 2018-19			
Step	BA	MA	MA+30
1	48,563	49,563	50,563
2	49,113	50,113	51,113
3	49,663	50,663	51,663
4	50,188	51,188	52,188
5	50,688	51,688	52,688
6	51,288	52,288	53,288
7	51,938	52,938	53,938
8	52,588	53,588	54,588
9	53,288	54,288	55,288
10	54,263	55,263	56,263
11	55,163	56,163	57,163
12	56,163	57,163	58,163
13	57,513	58,513	59,513
14	58,728	59,728	60,728
15	60,013	61,013	62,013
16	61,613	62,613	63,613
17	64,713	65,713	66,713
18	66,963	67,963	68,963
19	70,858	71,858	72,858
20	74,753	75,753	76,753

ELIGIBLE TEACHERS ADVANCE ONE STEP EACH YEAR AS PER ARTICLE 6