

AGREEMENT

between

MIDDLESEX COUNTY EDUCATIONAL SERVICES COMMISSION

and the

MIDDLESEX COUNTY EDUCATIONAL SERVICES COMMISSION

EDUCATION ASSOCIATION

86-89

TABLE OF CONTENTS

<u>ARTICLE_NO.</u>		<u>PAGE</u>
	Preamble	1
I	Recognition	1
II	Negotiation of Successor Agreement. .	2
III	Grievance Procedure	2
IV	Employee Rights	7
V	Association Rights and Privileges . .	7
VI	Teacher Evaluation.	8
VII	Wages	9
VIII	Leaves of Absence	10
IX	Work Year and Work Day.	14
X	Insurance	15
XI	School Calendar	16
XII	Dues Deduction.	16
XIII	Miscellaneous	17
XIV	Duration.	19

PREAMBLE

This Agreement is entered into this 2nd day of December, 1987, by and between the Middlesex County Educational Services Commission, hereinafter referred to as the "Commission", and the Middlesex County Educational Services Commission Education Association, hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

The Commission hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certificated instructional personnel employed by the Commission for the implementation of P.L. 192 and 193, excluding however, all managerial, supervisory, non-professional and confidential employees, and substitutes.

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as defined above and references to male teachers shall include female teachers.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into negotiations for a successor agreement in accordance with Chapter 123, Public Laws of 1974, as amended, and applicable rules of the Public Employment Relations Commission.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by a teacher 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 a teacher or group of teachers.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of the teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any teacher 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 the Agreement, and that the Association be given the opportunity to be present at such adjustment and to state its views.

3. To be considered under this procedure, a grievance must be initiated by the grievant within seven (7) calendar days of the time the grievant knew or should have known of its occurrence.

C. Procedure

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.
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. It is understood that the aggrieved teacher 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.
4. Level_One - Any teacher who has a grievance shall submit it in writing to the Director of Non-Public Services specifying:
 - (a) The nature of the grievance and the provision or provisions of the Agreement violated;
 - (b) The nature and extent of the loss, injury or detriment alleged to have been suffered; and
 - (c) The relief and/or adjustment sought.If the Director's written decision has not resolved the grievance within seven (7) work days following the submission, a teacher with the grievance shall file the grievance in writing with the Association.
5. Level_Two - Within five (5) work days after receiving the written grievance, the Association may refer it to the Superintendent. The Superintendent shall communicate her decision to the teacher and Association in writing within ten (10) work days of receipt of the written grievance.
6. Level_Three - If the aggrieved teacher and Association are not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered

within ten (10) work days after the grievance was delivered to the Superintendent, the Association may within five (5) work days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance within fifteen (15) work days to the Commission's Board of Directors. The Board, or a committee thereof, shall review the grievance and, if the employee so requests, hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) school days of the hearing or, if no hearing is requested, within thirty (30) school days of receipt of the written grievance.

7. Level Four - If the aggrieved teacher and the Association are not satisfied with the disposition of the grievance at Level Three or if no hearing is held and no decision has been rendered within thirty (30) work days after the grievance was delivered to the Commission's Board of Directors, the Association may within five (5) work days of the decision or the expiration of the time limits, whichever is sooner, submit the grievance for arbitration with the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

- (a) Grievances referred to arbitration shall be limited to the interpretation, application or

alleged violation of specific provisions of the Agreement.

(b) 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 advisory only.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Commission and the Association. Any other expenses incurred shall be paid by the party incurring same.

8. Any grievant may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. When a teacher 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.

9. No reprisals of any kind shall be taken by the Commission, its administrators, or the Association against any grievant or his representative by reason of his participation in the grievance procedure.

ARTICLE IV
EMPLOYEE RIGHTS

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.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any teacher or any representative of the Association employed by the Commission is mutually scheduled by the parties to participate during working hours in negotiations or grievance meetings, he shall suffer no loss of pay.
- B. The Association shall have the use of a bulletin board in a mutually agreed upon location. Copies of all material to be posted shall be given to the Superintendent's office.
- C. Upon approval by the Superintendent, the Association may use the conference room, a typewriter and copy machine provided such use shall be at no cost to the Commission. The

Association shall provide all materials and supplies incident to such use and, in the event equipment is damaged, shall pay for the repair.

ARTICLE VI

TEACHER EVALUATION

- A. Teachers employed by the Commission will be evaluated by the Superintendent or his/her designee in accordance with the Commission's published policy.
- B. A teacher shall have the right, upon reasonable advance notice, to review personally the contents of his or her personnel file in the presence of the Superintendent or her designee.
- C. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or her designee and attached to the file copy.

- D. 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 teacher's inspection.

ARTICLE VII

WAGES

- A. The hourly rates of pay for part-time employees covered by the Agreement are as follows:

<u>STEP</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
3	\$12.10	\$12.95	\$13.90
4	12.40	13.25	14.25
5	12.70	13.60	14.60
6	13.00	13.95	14.95
7	13.30	14.30	15.30
8	13.70	14.65	15.65

- B. The annual salaries for full-time employees covered by this Agreement are as follows

<u>STEP</u>	<u>1985-86</u>		<u>1986-87</u>		<u>1987-88</u>		<u>1988-89</u>	
	<u>YRS</u>	<u>SALARY</u>	<u>YRS</u>	<u>SALARY</u>	<u>YRS</u>	<u>SALARY</u>	<u>YRS</u>	<u>SALARY</u>
A	1-4	\$18,500	1	\$18,500	1	\$19,450	1	\$20,450
B	5+	18,750	2-5	18,700	2	19,650	2	20,650
C			6+	18,900	3+	19,850	3+	20,850

- C. All full-time employees shall be paid a minimum salary of eighteen thousand five hundred (\$18,500) dollars retroactively from September 1, 1985 through June 30, 1986 and placed on the proper step on the salary guide. This payment to go into effect subsequent to State Commissioner of Education approval and full State funding.
- D. Effective September 1, 1987, pay dates for full-time employees will be on the fifteenth (15th) and last date of each month; part-time employees will be paid monthly.
- E. Teachers must either be employed prior to February 1st or be on the payroll for a minimum of five (5) months to be eligible for step advancement.
- F. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay and accumulated to their credit. These funds shall be paid to the employee on the last working day in June. These funds shall be deposited in an interest bearing account in a depository selected and approved by the Commission.
- G. Mileage reimbursement of \$.20 per mile plus tolls, effective April 1, 1987.

ARTICLE VIII

LEAVES OF ABSENCE

- A. Sick Leave - Employees shall be entitled to ten (10) sick days per year. All unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Personal Leave

1. Employees may be granted up to two (2) days nonaccumulative leave of absence for personal, legal, business, household or family matters that require absence during school hours. Such absence will be allowed with pay provided application is made to the Superintendent in writing on five (5) days' notice, except in case of emergency, and approved by the Superintendent.
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.

C. Clarification of ten (10) sick days and two (2) personal days.

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.
2. Staff leaving work before 11:30 a.m. will be charged with a full sick day or personal day.
3. Staff leaving after 11:30 a.m. will be charged with a half day sick day or a half day personal.
4. Less than five (5) days full-time staff will be credited with sick days and personal days as follows:

- a. Full day five (5) day week schedule = 10 sick days and 2 personal days
 - b. Full day four (4) day week schedule = 8 sick days and 2 personal days
 - c. Full day three (3) day week schedule = 6 sick days and 2 personal days
 - d. Full day two (2) day week schedule = 4 sick days and 2 personal days
 - e. Full day one (1) day week schedule = 2 sick days and 2 personal days
- D. Up to five (5) additional days leave may be granted in event of death of an employee's spouse, child, parent, grandparent, brother, sister, or any other member of the immediate household.
- E. 1. Any teacher seeking to use sick leave for reasons associated with pregnancy shall file a written request for such leave, including medical certification, with the Superintendent at least sixty (60) days in advance of the date on which said leave is to commence, which request shall likewise specify therein the date on which said teacher proposes to terminate the sick leave. The Superintendent may require as a condition of the teacher's return to service production of a certificate from a physician certifying that the teacher is medically able to resume her duties.

2. The Board shall grant childrearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth to any teacher upon request in accordance with applicable statutes, regulations, and State agency decisions for the balance of the school year in which the leave is requested. Teachers may be granted a leave of absence without pay for childrearing purposes for one (1) full school year (September through August) following the school year in which the initial childrearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which leave is requested to commence for nontenured teachers unless the Commission otherwise elects.
3. In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request thereof with the Superintendent accompanied by a physician's certification that she is medically able to resume or continue to perform her duties. The Commission shall grant such a request if it has not contractually obligated itself to employ a replacement for the teacher in question during the period for which leave had been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the

education program to which the teacher in question was assigned and seeks to be reinstated.

4. Teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if required for adoption. The duration of the leave shall be in compliance with Section E.2. above.

8. Employees on extended leaves of absence shall not be eligible for the economic benefits contained in this Agreement.

F. School shall be closed for up to two (2) days during which the N.J.E.A. convention is in session.

ARTICLE IX

WORK YEAR AND WORK DAY

A. The work year and work week shall be as follows:

All full-time employees shall work a minimum of thirty (30) hours and a maximum of thirty-five (35): maximum 180 student contact days, and a maximum of 187 days per year.

The weekly schedule shall be an exclusive function of Administration. Teachers may be scheduled to have student contact time on Wednesday afternoon.

B. Effective September 1, 1987, all employees working thirty (30) or more hours per week shall have a thirty (30) minute duty-free lunch.

- C. Effective September 1, 1987, all full-time employees shall have forty-five (45) minutes of paid preparation time per day 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.
- D. Effective September 1, 1987, all teachers shall be required to attend in-service training releasing no earlier than 4:00 p.m. one (1) day per month.
- E. Teachers who worked more than thirty (30) hours per week in 1985-86 and who have worked between twenty-nine (29) and thirty (30) hours per week in 1986-87 will henceforth have their hours adjusted to exceed or equal thirty (30) hours per week for the remainder of 1986-87.
- F. Those employees working more than thirty-five (35) hours per week, on March 31, 1987, will continue to do so for the balance of the 1986-87 school year without additional compensation.

ARTICLE_X

INSURANCE

Single medical insurance will be provided for all employees who work twenty (20) or more hours per week. Effective July 1, 1987, family medical insurance will be provided for employees with tenure who work twenty (20) or more hours per week.

ARTICLE XI
SCHOOL CALENDAR

The Superintendent shall advise the President of the Association of the next year's calendar prior to making recommendations to the Commission.

ARTICLE XII
DUES DEDUCTION

- A. The Commission agrees to deduct from the salaries of its employees dues for the Middlesex County Educational Services Commission Education 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 Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Middlesex County Educational Services Commission Education 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.

- B. 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.
- C. Any employee may have such deductions discontinued by prior written notice to the Commission effective January 1 or July 1 of any year.
- D. The Association shall indemnify, defend and save the Commission harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or 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.

ARTICLE XIII

MISCELLANEOUS

- A. 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.
- B. If any provision of the 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.

- C. 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.
- D. The Commission agrees that there shall be no discrimination, and that all practices, procedures and policies of the Commission shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfers, or discipline of teachers or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or age.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by the Association, to the Commission at:
North Randolphville Road
Piscataway, New Jersey 08854
 2. If by the Commission, to the Association at the home of the President of the Association.

- F. This Agreement incorporates the entire understanding for 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.
- G. Copies of this Agreement shall be reproduced by the Commission. The cost shall be shared by the parties. The Agreement shall be presented to all teachers now employed or hereafter employed by the Commission.
- H. 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.

ARTICLE XIV

DURATION

This Agreement shall be effective as of September 1, 1986, and shall continue in effect through August 31, 1989.

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

MIDDLESEX COUNTY EDUCATIONAL
SERVICES COMMISSION
EDUCATION ASSOCIATION

MIDDLESEX COUNTY
SERVICES COMMISSION

By Shirley L. Weinstein
President 12/2/87

By Burt G. Gabelnick
President 12/2/87

August 1989
Draft

MIDDLESEX COUNTY EDUCATIONAL SERVICES COMMISSION

TEACHER ANNUAL REVIEW PROCESS/PROCEDURES *Hentert*

~~June 1989~~

N.J.A.C. 6:28 3.6 Requires annually, or more often if necessary, the case manager, parent(s) and the pupil, if appropriate, shall meet to review and revise the instructional guide and the basic plan of the individualized education plan.

Annual review meetings for pupils shall be during the school year, as needed, and scheduled/coordinated by the Director of Nonpublic School Services.

A meeting shall occur by June 30th of the handicapped pupil's last year in an elementary school program and shall include input from the staff of the secondary school.

Responsibilities of the teacher shall include, but not be limited to:

1. A full review of the student's current I.E.P., to include the basic plan and the instructional guide.
2. A full review of the student's current functioning level, to include a review of all progress reports, student tests, student work, and any other pertinent information.
3. Contact with case manager in order to communicate information concerning past and present functioning level and proposed goals and objectives for the next I.E.P. year.
4. Attendance at annual review conference with parent, student (where appropriate), and case manager.

Almost all the teacher's work related to the annual review should be completed during regularly scheduled work day. If teachers are required to attend conferences or conduct any business related to the annual review during time beyond their normal work day, they will be reimbursed on a per conference basis at the rate of \$16.35. (Mileage is considered in this cost.)

Henry 8/2/89
J. Bornerstein