

AGREEMENT

BETWEEN

**PASSAIC COUNTY EDUCATIONAL SERVICES
COMMISSION TEACHERS ASSOCIATION**

AND

**PASSAIC COUNTY EDUCATIONAL SERVICES
COMMISSION**

JULY 1, 2002- JUNE 30, 2005

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ARTICLE I - RECOGNITION

The Commission recognizes the Association as the sole and exclusive representative for all terms and conditions of employment concerning negotiations and grievances, for all full-time or part-time certificated personnel, with the exception of administrative personnel, whether under contract or on leave.

ARTICLE II - NEGOTIATIONS

The parties agree to enter negotiations for a successor agreement in compliance with Chapter 123, Public Laws 1975, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment.

ARTICLE III - GRIEVANCE PROCEDURE

- A. A grievance is a claim by an employee or the Association alleging a violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment or an employee or group of employees.
- B. In order to be considered, a grievance must be filed within 30 calendar days of the time when the affected employee first became aware of the grievance. Days from the closing of school in June until the opening of school in September shall not be included. The following steps shall be followed in processing the grievances.
 - 1. The Grievance shall be presented in writing to the building level administrator who is responsible for the grievance. In the event that the grievance was created at a level higher than the building level the grievance shall be processed starting with the superintendent.
 - 2. The building level administrator shall hold a hearing within ten (10) days of receipt of the grievance and shall issue a response within ten (10) days of the hearing.
 - 3. If the grievance is denied, or if no response is received from the building level administrator within the time limits set forth, the grievance shall be forwarded to the superintendent. The superintendent shall hold a hearing within ten (10) days of receipt of the grievance and shall issue a response within ten (10) days of the hearing.
 - 4. If the grievance is still unresolved within the time limits set forth above it shall be forwarded to the Commission which shall hold a hearing within sixty five (65) days of receipt of the grievance. The Commission shall respond in writing within ten (10) days after hearing the grievance.

5. Any grievance not resolved within the time limits set forth above shall be submitted to advisory arbitration pursuant to rules of the Public Employment Relations Commission.
- C. If a grievance hearing occurs during the work day, any employee whose presence is necessary shall be released from work without loss of pay.

ARTICLE IV - TEACHER RIGHTS

- A. No employee shall be disciplined (including suspension and/or dismissal), reprimanded, reduced in rank or deprived of any advantage arbitrarily, capriciously or unreasonably. Any such action by the commission or any representative thereof shall be subject to the grievance procedure as specified in this Agreement.
- B. Any meeting between the administration and an employee dealing with a matter which may result in discipline shall not occur without the employee being afforded the right of representation.
- C. An employee shall have the right to see his/her personnel file to review its contents upon reasonable notice. All material placed in said file which may result in discipline shall be presented to the employee for signature and date. Nothing in any file shall be used in a disciplinary proceeding unless the employee had previous knowledge of it and was given the opportunity to sign and date it.
- D. Except as otherwise provided in this agreement, all terms and conditions of employment applicable to employees covered by this agreement on its signing date, shall remain in full force and effect during the term of this agreement unless modified by the parties in writing.

ARTICLE V - WORK YEAR AND HOURS

- A. The length of the work year shall be a maximum of 185 days.
- B. The normal teacher workday at each location, including the length of lunch period, shall be consistent with the practice during the 1996-1997 school year.

ARTICLE VI - LEAVES OF ABSENCE

A. CHILDCARE LEAVE

1. In the case of a birth or adoption placement of a child, any employee shall be entitled to a leave without pay for childcare purposes.

2. In the case of female employees, the application for childcare leave may be made to become effective immediately upon termination of the anticipated disability leave.
3. Childcare leave shall be granted for (a) the balance of the school year in which the birth or adoption placement of the child occurred; or (b) the balance of the school year in which the birth or adoption occurred and the entire following year. Requests for childcare leave for the following school year shall be made before April 1.
4. Applications for childcare leave shall, when possible, be filed at least three (3) months before the anticipated birth or adoption placement of the child.
5. Anything contrary notwithstanding, a childcare leave granted to a non-tenured employee need not be extended beyond the end of the contract school year in which the leave is obtained.

B. DEATH IN THE IMMEDIATE FAMILY

1. Employees shall be granted a leave of absence, without loss of pay, for death of a spouse, child, parent, sister or brother for a period not exceeding five (5) work days, beginning with the day after death, but in no case extending for more than eight (8) calendar days.
2. Employees shall be granted a leave of absence, without loss of pay, for death of a son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, aunt or uncle for a period not exceeding three (3) work days, beginning with the day after death but in no case extending for more than eight (8) calendar days.

C. PERSONAL BUSINESS

1. Personal leave shall be limited to legal, family, or personal matters which necessitate the employee's absence on a work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside or work hours. Personal days may not be used to extend a school recess or holiday.
2. An employee shall have available each school year two (2) personal business days without loss of pay. An employee shall be required to give five days notice for the use of personal days except in an emergency and no reason other than "legal", "family" or "personal" shall be required. In an emergency a detailed explanation may be required by the superintendent. No more than one person per site may be granted a personal day for any given day except in an emergency and with the approval of the superintendent.

3. Personal business days available under this Agreement but unused shall be added to the employee's accumulated sick leave account.

H. WITNESS IN COURT

Employees may be absent without loss of pay, when subpoenaed to appear in court, in a matter to which they are not party.

ARTICLE VII - SICK LEAVE

- A. All full-time ten (10) month personnel shall be entitled to ten (10) paid sick leave days per year. In the event fewer than ten (10) days of sick leave are utilized by an employee covered by this Agreement, there shall be credited to the employee's sick account the difference between the number of days actually used and ten (10) days.
- B. Less than full-time and/or less than full year employees shall have sick leave pro-rated accordingly.

ARTICLE VIII - DEDUCTIONS FROM SALARY

- A. The Commission agrees to deduct from the salaries of its employees dues for the Passaic County Education Services Commission Teachers Association, the Passaic County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Commission to deduct. Such deductions shall be made in compliance with the N.J.S.A. 52:14-15.9e as amended, and under rules established by the State Department of Education. Said moneys, together with the records of any collections, shall be transmitted to the Treasurer of the Passaic County Education Services Commission Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association shall supply to its members the proper forms authorizing such deductions.
- B. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the Commission written notice prior to the effective date of such change.
- C.
 1. An employee may authorize the Commission to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended, and the terms of a group contract approved by the Commission.

2. Said group contract may make provisions for individual tax-sheltered annuity contracts according to terms agreed to between the Commission and the Association, provided such terms do not restrict the rights of other employees who are not members of the bargaining unit.

ARTICLE IX - AGENCY SHOP

A. REPRESENTATION FEE

The Commission agrees to deduct the fair share fee from the earnings of those employees in the bargaining unit as defined in Article I who elect to not to become members of the Association and transmit the fee to the majority representative after written notice of the amount of the fair share assessment is furnished to the Commission.

B. COMPUTATION OF FAIR SHARE FEE

1. The fair share fee for services rendered by the majority representative shall be in an amount equal to the regular unified membership dues, initiation fees and assessments of the majority representatives, less the cost of benefits and services financed through the dues and available only to members of the majority representative. The fee shall be 85% of the regular unified membership dues, fees and assessments.
2. The majority representative shall provide thirty (30) days advance written notice to the Commission the information necessary to compute the fair share fee for services enumerated above.
3. Any challenge to the fair share fee assessment by an employee shall be filed in writing with the Public Employment Relations Commission, the Passaic County Education Services Commission and the majority bargaining representative in accordance with law.

C. PART-TIME EMPLOYEES

1. For the purpose of this Article, part-time employees are defined as those individuals who work less than one-half the schedule of full-time employees.
2. Part-time employees will pay a pro rata fair share fee as may be provided in the Constitution, By-laws or rules and regulations of the bargaining unit representative and/or its affiliated organizations.

D. CHALLENGE ASSESSMENT PROCEDURE

The majority representative agrees to establish a procedure by which non-member employees in the bargaining unit as defined in Article 1 can, in accordance with law, challenge any assessment.

E. DEDUCTION OF FEE

No fees shall be deducted for any employee sooner than:

1. The thirtieth (30) day following the notice of the amount of the fair share fee or in the thirtieth (30) day following the beginning of the employment, whichever is later, for new employees appointed to positions in the negotiation unit.
2. In no event will any employee in the employ of the Commission at the time the agency shop agreement becomes effective be required to begin payment of the fair share fee before the thirtieth (30) day following the date said agreement becomes effective.

F. PAYMENT OF FEE

The Commission shall deduct the fee from the earnings of the employees and transmit the fee to the majority bargaining representative monthly (except July and August) during the term of this Agreement.

G. INDEMNIFICATION

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 fair share and/or agency fee information furnished by the Association, or its representatives.

ARTICLE X - TUITION REIMBURSEMENT

- A. A fund of ten thousand dollars (\$10,000.00) per year shall be established effective the 2003-2004 contract year. All applications for tuition reimbursement must receive the prior approval of the Superintendent and must be in the area of the teacher's certification. The field of education must be reasonably related to the teacher's duties as determined by the Superintendent. All approved applications for tuition reimbursement shall be reimbursed at a rate not to exceed two hundred-fifty dollars (\$250.00) per credit.
- B. The fund of ten thousand dollars (\$10,000), as mentioned above, for the term of this agreement shall be connected to a salary adjustment for each member. This amount is to be added annually, but it will not compound the base.

ARTICLE XI - INSURANCE PROTECTION

- A. Effective July 1, 2003 all members opting to carry dependent coverage, at the members' cost, shall receive a contribution of \$1,000 from the Commission.
- B. Effective July 1, 2004 all members opting to carry dependent coverage, at the members' cost, shall receive a contribution of \$1,200.
- C. The Commission agrees to provide a Section 125 Plan for pre-tax dollars provided the carrier, New Jersey State Health Benefits' Plan (NJSHB), renders it legal and feasible.
- D. The existing/current insurance plan shall remain status quo.
- E. All efforts will be made to provide the Section 125 Plan provided NJSHB renders it legal.

ARTICLE XIII - MISCELLANEOUS

- A. Those members assigned to "PCCCCDC" effective July 1, 2002 shall be placed in the Paterson School District Salary Guide;
- B. The details of the placement is determined by the Commission; and
- C. This placement is not a cost to the employee bargaining unit.

ARTICLE XIV - SALARIES

- A. All employees shall be compensated in accordance with Appendices A, B, C and D.
- B. Any employee who is required to cover for a Director in his/her absence more than ten (10) times in any school year shall receive an annual stipend of \$1500.
- C. It is also our understanding that the members employed by the PCCCCDC will in effect be moved over to the Paterson guide at the current step of the base year and then move up one step on the guide each year of the contract. (If a member were at step 6 in the base year, they would move to step 7 retroactively in 2002-2003 and one more step each year thereafter).

DURATION OF AGREEMENT

This Agreement shall become effective July 1, 2002 and shall remain in full force and effect through June 30, 2005.

IN WITNESS THEREOF, the parties hereto have set their hand and seals to this Agreement.

**Passaic County Education
Services Commission
Teachers Association**

**Passaic County Education
Services Commission**

By _____

By _____

Witness: _____

Witness: _____

Date _____

Date _____

APPENDIX A

YEAR 1 - 2002-2003

Step	BA	BA+30/MA	MA+30
1	31,612	32,808	34,641
2	31,712	32,908	34,741
3	31,812	33,008	34,841
4	31,912	33,108	34,941
5	33,469	34,778	37,280
6	35,117	36,083	39,530
7	36,883	37,578	40,755
8	38,814	39,682	43,449
9	40,706	41,817	45,863
10	42,676	43,971	48,277
11	44,608	47,363	50,692
12	46,539	50,337	53,830
13	48,471	52,522	56,968
14	50,402	55,191	60,348
15	56,042	63,957	67,302

APPENDIX B

YEAR 2 - 2003-2004

Step	BA	BA+30/MA	MA+30
1	33,069	34,378	36,880
2	33,169	34,478	36,980
3	33,269	34,578	37,080
4	33,369	34,678	37,180
5	33,469	34,778	37,280
6	35,117	36,083	39,530
7	36,883	37,578	40,755
8	38,814	39,682	43,449
9	40,706	41,817	45,863
10	42,676	43,971	48,277
11	44,608	47,363	50,692
12	46,539	50,337	53,830
13	48,471	52,522	56,968
14	50,402	55,191	60,348
15	56,042	63,957	67,302

APPENDIX C

YEAR 3 - 2004-2005

Step	BA	BA+30/MA	MA+30
1	34,617	35,583	39,030
2	34,717	35,683	39,130
3	34,817	35,783	39,230
4	34,917	35,883	39,330
5	35,017	35,983	39,430
6	35,117	36,083	39,530
7	36,883	37,578	40,755
8	38,814	39,682	43,449
9	40,706	41,817	45,863
10	42,676	43,971	48,277
11	44,608	47,363	50,692
12	46,539	50,337	53,830
13	48,471	52,522	56,968
14	50,402	55,191	60,348
15	56,042	63,957	67,302

APPENDIX D

SALARY GUIDE - THERAPISTS

	<u>YEAR 1</u> <u>2002-2003</u>	<u>YEAR 2</u> <u>2003-2004</u>	<u>YEAR 3</u> <u>2004-2005</u>
<u>Step</u>		<u>Step</u>	<u>Step</u>
T1	50,337	T1 50,337	T1 50,337
T2	52,522	T2 52,522	T2 52,522
T3	55,191	T3 55,191	T3 55,191
T4	63,957	T4 63,957	T4 63,957
T5	66,515	T5 66,515	T5 66,515
T6	69,176	T6 69,176	T6 69,176
T7	69,625	T7 69,625	T7 69,625
		T8 70,074	T8 70,074
			T9 70,523