

Contract no. 1376

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AGREEMENT BETWEEN  
THE SUSSEX COUNTY EDUCATIONAL  
SERVICES COMMISSION  
AND  
THE EDUCATIONAL SERVICES  
EMPLOYEES' ASSOCIATION, INC.  
  
COVERING THE PERIOD OF  
JULY 1, 1991 THROUGH JUNE 30, 1995

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FOR NEGOTIATED AGREEMENT

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**Article I: Preamble**

Negotiations will be conducted pursuant to the laws of New Jersey.

**Article II: Recognition**

This agreement will cover all full time, part time and temporary employees except for; Superintendent, Business Administrator/Board Secretary, Superintendent's Secretary, Custodian of School Monies, Substitute Teacher Calling Operator, Itinerant Teachers, Principals and substitutes, and all Confidential or Supervisory Personnel.

**Article III: Negotiations of a Successor Agreement**

**A. Deadlines**

1. Shall be in accordance with the law.
2. Agreement is to be reduced to writing.

**B. Modification**

1. Only in writing executed by both parties.

**Article IV: Work Year**

**A. Ten Month Employee**

1. The work year shall be 182 days for 1991-1992 and 183 days for 1992-1993 and thereafter.
2. First day will be according to the County calendar.

**B. Summer Program (Effective July 1, 1991)**

1. Shall be 30 additional days.

**C. Twelve Month Employees**

1. Shall include: Secretaries and Clerks.
2. All working days except:
  - a. Holidays and Recesses (12 days)
  - b. Vacations according to the following schedule:

1. 1 to 3 years experience	2 weeks
2. 4 to 9 years experience	3 weeks
3. 10 or more years experience	4 weeks
  4. Vacations are earned on anniversary date.

**D. Inclement Weather**

1. Certified staff and aides will not have to report to work when schools are closed due to inclement weather.
2. Office staff will be at the discretion of the Superintendent.

**E. Early Dismissal before Christmas and Thanksgiving Recess**

1. Hospital staff will be dismissed at 2 p.m. (On long weekends as well).
2. Central Office will be dismissed at 3 p.m.

**F. 10 month positions may be changed to 12 month positions by mutual consent.**

**Article V Hours and Load**

**A. Work Day**

**1. Teachers and Aides**

- a. Teacher will work 6 and three quarter hours a day.
- b. The hours will be 8:00 a.m. to 2:45 p.m. The Commission may change the daily hours no more than 20 minutes forward or backward in establishing the yearly hours.
- c. Aides will work 6 hours per day.

2. Secretaries, Clerks and Central Office  
a. Hospital workers will work 8:00 a.m. to 3:00 p.m.  
b. Central Office hours will be 8:30 a.m. to 4:30 p.m.
3. Employees will check Sign In and Out sheets.  
a. Hourly employees sign in and out at respective times.
- B. Lunch Periods  
1. Hospital workers will receive 40 minutes a day.  
2. Central Office workers will receive 1 hour a day.  
3. Lunches will be duty free.
- C. Employees may leave the building upon notification of the office during their lunch and break period.
- D. Break Time  
1. Full time Professional staff will receive one duty free and one structured prep period a day.  
2. Everyone will receive a break each day of:  
a. Hospital staff - 15 minutes in the morning.  
b. Central Office - 15 minutes a day in a flexible manor.
- E. Evening Meetings  
A representative of the ESEA will attend up to 6 evening meetings, a maximum of 90 minutes per meeting, for the purpose of meeting with parents whose children are enrolled in SCESC programs. Meetings will be held during September to June.

## Article VI Salaries

- A. Guide (See Schedule A)
- B. Method of Payment  
1. 10 Month  
a. 20 equal checks  
b. Last check to be paid on the last day provided responsibilities have been fulfilled.
2. Summer Program (effective July 1, 1991)  
a. 3 equal checks evenly distributed over the extra 30 days. Each check will be one/twentieth of their 10 month salary as of July 1st.  
b. Their last check will be paid on the thirtieth day provided their responsibilities have been fulfilled.
3. 12 Month Employee  
a. 24 equal checks
4. Paydays will be on the 15th and 30th of the month (except for the summer program). When paydays fall on holidays, vacations, weekends or recesses the employee will be paid on the previous working day.
5. Pay schedules will be distributed on the first working day of the school year.
6. TRICO  
a. The Commission will deduct and forward to TRICO Credit Union through payroll deductions the amount specified by the employee provided the employee notifies the SCESC by August 1 and the amount remains consistent for the year.

## Article VII Teacher Work Stations

- A. Notification of assignments and locations for the following school year shall be done as soon as practicable. Copy will be given to the Association.
- B. Scheduling
  1. No inter school traveling unless notified when hired.
  2. Employees will be reimbursed for pre-approved use of personal vehicles at the rate of \$ .23 per mile.
- C. Procedure for Requesting a Change in Assignment
  1. Association will be notified of all vacancies.
  2. Requests for a change will be made by April 30th.

## Article VIII Promotions

Consideration will be given to current employees.

## Article IX Professional Development

- A. Tuition Reimbursement for Certified Staff
  1. Must have been employed at least one year.
  2. Maximum of three credits a year.
  3. Reimbursement at State college rate.
  4. Requires prior approval of the Superintendent.
  5. Must receive a grade of "B" or better.
- B. Workshops and Conferences
  1. Cooperative effort.
  2. Compensation for expenses if workshop is approved by Superintendent.

## Article X Employee Facilities

- A. Special clothing shall be provided appropriate to the assignment.
  1. Smocks and disposable gloves.
  2. Laundry service for special clothes.

## Article XI Evaluation

- A. Procedure
  1. Frequency
    - a. Certified Staff
      1. Tenured
        - a. Two shall be the standard number of evaluations.
      2. Non-Tenured
        - a. Three shall be the standard number of evaluations.
        - b. One summary evaluation per year.
    2. Evaluations shall contain a narrative section.
    3. All evaluations shall be conducted in the open.
    4. The employee shall be given copies of all evaluations with a section for employee's comments.
    5. A conference will be held after all evaluations.
  - B. Personal Record
    1. Only one file will be kept and it shall be open to inspection by the employee.

2. Derogatory material will not be placed in the employee's file unless the employee has had an opportunity to read and respond.

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### Article XII Sick Leave

- A. All sick leave shall be cumulative.
- B. Employees shall be notified of their accumulated number of sick days by October 31st of each year.
- C. Number of Sick Days granted a year with full pay
  1. 12 month employees will receive 12 days per year.
  2. 10 month employees will receive 10 days per year.
  3. Summer program employees will receive 2 days per year.
  4. New employees will receive their sick days:
    - 4 days as of September 1st.
    - 4 days as of December 1st.
    - Balance on April 1st.
  5. Returning employees will receive all their sick days on their first working day of the school year.

### Article XIII Temporary Leaves With Pay

- A. Personal - Three Days - Three days notice will be given except in the case of emergencies.
- B. Illness in the Family - Three days for the illness of a member of your immediate family (spouse, children, mother, father or anyone who resides in your home).
- C. Death
  1. Immediate Family - three days (spouse, children, parents, grandparents, sister, brother, in-laws, anyone residing in your home).
  2. Student or staff - one day.
- D. Legal  
Any day employee is required to appear by subpoena or if the Commission initiates the action.
- E. Good Cause - If approved by the Administration.

### Article XIV Extended Leaves Without Pay

- A. Child Rearing
- B. Illness in Family (Definition from XIII-B).
- C. Good Cause (If approved by the Commission)
- D. Time Limits
  1. Central Office
    - a. Up to One Year
    - b. One year extension upon request.
  2. Hospital
    - a. Prior to February 1st:
      1. To next June 30th.
    - b. After February 1st:
      1. To next June 30th or following June 30th, or natural break during following year.
    - c. One year extension upon request.
- E. Miscellaneous
  1. Employee may substitute in district while on leave.
  2. Employee may return early from leave if a position is available.

## Article XV Insurance Protection

The Commission shall continue to provide health and dental insurance benefits substantially equivalent to those in place on December 17, 1992.

Eligibility for fringe benefits shall be extended only to employees scheduled to work at least thirty (30) hours per full student week - unless eligibility for participation on the basis of a shorter workweek mandated." Employees receiving benefits shall be grandfathered.

## Article XVI Agency Shop

Non members will have 85% of the unified dues deducted from their paychecks and forwarded to the Association in accordance with law.

## Article XVIII Employee Employment

### A. Placement on Salary Schedule

New employees shall be placed on the salary guide at a level acceptable to them and the school district provided no new employees are placed higher on the salary guide than existing employees with the same experience.

### B. Previously accumulated unused sick leave days for employees who enter military service shall be restored to them upon returning to their teaching position.

### C. Notification for termination of employment shall be:

1. Nontenured - 30 days
2. Tenured - 60 days
3. Non-Certified - 10 days

## Article XVIII Association Rights and Privileges

### A. Release time for meetings

a. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations, grievance proceedings, teacher curriculum conferences, or any parent-teacher meetings, he/she shall suffer no loss in pay.

### B. The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings.

### C. The Association shall have the privilege to use school facilities and equipment at reasonable times, providing the equipment is to be operated by a qualified operator. Standard use request procedures shall be followed in B and C.

### D. Bulletin Boards

The location of the association bulletin board in the faculty lounge shall be jointly designated by the Association and the Administration. No approval shall be required regarding the use of the lounge bulletin board. With prior consent of the administration, other forms of school communication may be used.

### E. Mail Facilities and Mail Boxes

The Association shall have the privilege of using the school mail boxes.

### F. All rights granted shall be for the exclusive use of the Association.

## Article XIX Employee Rights

### A. Just Cause

No employee shall be disciplined without just cause. The non-renewal of a nontenured employee shall not be construed to be a disciplinary action under this paragraph.

### B. Criticism of an Employee

Any criticism by a supervisor or administrator of an employee shall occur in private within the framework of the district evaluation procedure.

### C. Association Identification

No employee shall be prevented from wearing official pins or other identification of membership in the Association or its affiliates.

### D. Notification of Vacancies

The Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this agreement which shall occur during the following school year; however, the Commission retains the sole discretion to make such appointments as it may deem appropriate.

### E. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations including such rights as may exist under Chapter 123 Laws of 1984. The rights granted to employees herein shall be deemed to be in addition to those provided elsewhere.

### F. Complaints related to job performance shall be reported to the employee unless prohibited by law. The complaints shall be investigated with a copy of the investigation given to the employee.

### G. An employee shall be entitled to representation at any meeting which could adversely effect employment. Prior written notice with reasons for the meeting shall be given.

## Article XX Grievance Procedure

### A. Definitions

1. Grievance - Is a claim by an employee or the Association based upon the interpretation, application or alleged violation of this agreement, Commission policies or administrative decision affecting terms and conditions of employment".
2. Aggrieved Person - Is the employee or employees or the Association making the claim of a grievance. The aggrieved person, or persons should be identified.
3. Party in Interest - Is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

### B. Purpose

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



## C. Procedure

### 1. Time Limits

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. All grievances shall be filled within 14 days from the date of occurrence which constitutes grounds for the alleged grievance or within 14 days of the date when the grievant should have become aware of the grievance.

In the event of failure by either party to adhere to the time limits set forth herein, the following shall occur; if by the administration or the Commission, the grievance may be moved to the next step; if by the Association, the response not timely appealed will be deemed to have been accepted and the matter closed.

### 2. Year End Grievances

In the event a grievance is filled at such a time that it cannot be processed through all the steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible or the time shall be extended by mutual consent.

### 3. Level One - Principal or Immediate Superior

An employee with a grievance shall discuss the same with his immediate superior or Principal within 14 days from the date of the occurrence which constitutes grounds for the alleged grievance, or within 14 days of the date when the grievant reasonably should have become aware of the grievance. The employee may discuss the matter either directly, or, if the individual chooses, through the Association's designated representative, with the objective of resolving the matter informally.

### 4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Superintendent of the Commission (with a copy to the Association) within 10 days of the conference specified in Level One. The Superintendent shall have 10 days to respond.

### 5. Level Three - Commission

If the employee is not satisfied with the action taken by the Superintendent, he shall notify, in writing, within 10 days of the date by which the response was or should have been made, the Secretary of the Commission. The Secretary of the Commission shall immediately notify the President of the Commission who shall arrange a hearing if the employee is not satisfied with the action. Said hearing is to be held in Executive Session within thirty (30) days or not later than the second Commission meeting after requested by the grievant, whichever is later. The Commission shall have thirty (30) days to respond.

### 6. Level Four - Advisory Arbitration

If the employee is not satisfied with the action taken by the Commission he shall notify, in writing, within 10 days of the date he received or should have received the Commission's response, his intention to file for arbitration with the American Arbitration Association (AAA) provided the matter is not barred by law from proceeding to arbitration.

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Once filed for arbitration, both sides will be bound by the rules of the AAA and the cost of the arbitrator shall be borne equally by both parties. The arbitrator's decision shall be advisory on the parties.

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**D. Rights of Employees to Representation**

1. Any aggrieved person shall be represented at all stages of the Grievance Procedure by himself, or at his option, by a representative he selects.

**E. Miscellaneous**

**1. Group Grievance**

If, the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing and shall commence at Level One.

**2. Written Decisions**

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons there-of and shall be transmitted promptly to all parties in interest an to the Association.

**3. Separate Grievance File**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personnel files of any of the participants.

**4. Meetings and Hearings**

All meetings and hearings under this procedure shall be conducted in private.

5. Association grievances shall be filed at the level at which such violations occurred, providing however, the time limits for initiating a grievance as set forth in paragraph C(1) shall be adhered to.

**Article XXI Protection of Teachers, Students and Property**

**A. Unsafe and Hazardous Conditions**

Employees shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being except those which one normally associates with the employee's assigned duties and would be executed by a prudent person.

**B. Assault**

**1. Legal Assistance**

The Commission will support any employee who has been assaulted while acting in the discharge of his duties by cooperating with police investigations, and giving appropriate legal assistance to the employee.

**2. Reimbursement for Personal Property Damage**

The Commission shall reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment.

**Article XXII Miscellaneous**

- A. There shall be no discrimination based on national origin, religion, marital status, sex or association membership.

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- B. Separability Clause
- C. Any individual contract between the Commission and the individual employee, heretofore and hereafter executed shall be subject to and consistent with this agreement. Should any individual contract be inconsistent with this agreement, this agreement shall be controlling.
- D. The Commission will print and distribute copies of this agreement to existing employees and new hires.
- E. Notification to each side will be done at their respective addresses by certified mail.

**Article XXIII Salaries**

Salary column changes shall occur only after the employee has properly completed all of the requirements for the graduate degree or required number of credits. To be eligible for a column change for the entire year, application must be submitted by September 1. To be eligible for a column change for the second half of the year, application must be submitted by February 1. A column change shall not be made until official transcript(s) have been received by the Commission verifying the degree or all required course work.

- A. Increases for 1991-92: As per attached guides.
- B. Increases for 1992-93: As per attached guides.
- C. Increases for 1993-94: As per attached guides.
- D. Increases for 1994-95: As per attached guides.

**Article XXIV Duration**

The duration will be for four years: 1991-92, 1992-93, 1993-94, and 1994-95.

OR THE AGREEMENT COVERING THE PERIOD OF JULY 1, 1991 THROUGH JUNE 30, 1995:

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*8/20/90*

SUSSEX COUNTY EDUCATIONAL SERVICES COMMISSION

ATTEST

*Glenn G. Kaler*  
*Act Board Sec.*

BY

*Joseph M. Nease*  
PRESIDENT

EDUCATIONAL SERVICES EMPLOYEES' ASSOCIATION, INC.

ATTEST

*John Flay*

BY

*Maxim Hasic*  
PRESIDENT

DATED

*8/20/90*

**SCHEDULE "A"**

**Full time Teachers and Nurse (Annual Rates):**

1991-1992		1992-1993		1993-1994		1994-1995	
1	\$25,006	1	\$26,075	1	\$27,190	1	\$28,250
2	\$25,780	2	\$26,983	2	\$28,029	2	\$29,150
3	\$26,536	3	\$27,818	3	\$29,006	3	\$30,050
4	\$27,336	4	\$28,634	4	\$29,903	4	\$31,039
5	\$28,160	5	\$29,498	5	\$30,780	5	\$31,999
6	\$29,009	6	\$30,387	6	\$31,709	6	\$32,937
7	\$29,884	7	\$31,303	7	\$32,664	7	\$33,931
8	\$30,860	8	\$32,247	8	\$33,649	8	\$34,954
9	\$31,867	9	\$33,300	9	\$34,664	9	\$36,007
10	\$32,908	10	\$34,387	10	\$35,796	10	\$37,093
11	\$33,983	11	\$35,510	11	\$36,964	11	\$38,305
12	\$35,092	12	\$36,670	12	\$38,172	12	\$39,555
		13	\$37,867	13	\$39,419	13	\$40,847

The full time salary rates of employees paid pursuant to the above guide shall be increased by the following amounts for increased academic preparation:

	1991-1992	1992-1993	1993-1994	1994-1995
BA+30:	\$864	\$929	\$998	\$1,068
MA:	\$1,717	\$1,846	\$1,984	\$2,123
MA+30:	\$2,592	\$2,786	\$2,995	\$3,205

**Chapter 192 Comp. Ed. Teachers (Hourly Rates):**

1991-1992		1992-1993		1993-1994		1994-1995	
1	\$14.54	1	\$14.94	1	\$15.85	1	\$16.78
2	\$15.12	2	\$15.49	2	\$16.39	2	\$17.30
3	\$15.61	3	\$16.10	3	\$16.94	3	\$17.84
4	\$15.93	4	\$16.62	4	\$17.55	4	\$18.39
5	\$16.42	5	\$16.97	5	\$18.07	5	\$19.00
6	\$16.90	6	\$17.48	6	\$18.42	6	\$19.52
7	\$17.39	7	\$18.00	7	\$18.93	7	\$19.87
		8	\$18.52	8	\$19.45	8	\$20.38
				9	\$19.97	9	\$20.90

**Chapter 193 Speech Teachers (Hourly Rates):**

1991-1992		1992-1993		1993-1994		1994-1995	
1	\$19.72	1	\$20.38	1	\$21.04	1	\$21.81
2	\$20.41	2	\$21.00	2	\$21.73	2	\$22.49
3	\$21.01	3	\$21.74	3	\$22.45	3	\$23.18
4	\$21.38	4	\$22.37	4	\$23.19	4	\$23.90
5	\$21.82	5	\$22.77	5	\$23.82	5	\$24.64
6	\$22.30	6	\$23.23	6	\$24.22	6	\$25.27
7	\$22.79	7	\$23.75	7	\$24.68	7	\$25.67

SCHEDULE "A"  
Continued

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Chapter 226 Nurses (Hourly Rates):

1991-1992		1992-1993		1993-1994		1994-1995	
1	\$15.00	1	\$15.65	1	\$16.34	1	\$16.97
2	\$15.45	2	\$16.13	2	\$16.82	2	\$17.48
3	\$15.91	3	\$16.61	3	\$17.33	3	\$18.00
4	\$16.39	4	\$17.10	4	\$17.85	4	\$18.55
5	\$16.88	5	\$17.62	5	\$18.39	5	\$19.10

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Secretaries (Hourly Rates):

1991-1992		1992-1993		1993-1994		1994-1995	
1	\$7.37	1	\$7.62	1	\$7.89	1	\$8.14
2	\$7.67	2	\$7.92	2	\$8.19	2	\$8.44
3	\$8.10	3	\$8.25	3	\$8.51	3	\$8.76
4	\$8.53	4	\$8.71	4	\$8.86	4	\$9.11
5	\$8.96	5	\$9.17	5	\$9.36	5	\$9.48
6	\$9.40	6	\$9.63	6	\$9.86	6	\$10.02
7	\$9.72	7	\$10.11	7	\$10.35	7	\$10.55

Teacher Assistants (Annual Rates):

1991-1992		1992-1993		1993-1994		1994-1995	
1	\$8,905	1	\$9,382	1	\$9,780	1	\$10,151
2	\$9,180	2	\$9,672	2	\$10,083	2	\$10,465
3	\$9,666	3	\$9,969	3	\$10,395	3	\$10,789
4	\$10,019	4	\$10,491	4	\$10,716	4	\$11,122
5	\$10,391	5	\$10,851	5	\$11,278	5	\$11,466
6	\$10,773	6	\$11,222	6	\$11,664	6	\$12,067
7	\$11,313	7	\$11,607	7	\$12,064	7	\$12,481
8	\$11,713	8	\$12,005	8	\$12,478	8	\$12,909
9	\$11,853	9	\$12,416	9	\$12,905	9	\$13,351
		10	\$12,842	10	\$13,347	10	\$13,809
				11	\$13,805	11	\$14,282
						12	\$14,771

NOTE: Incremental Advancement for Teacher Assistants shall follow the pattern indicated below for placement on the 1991-1992 guide; placement on the 1992-1993, 1993-1994, and 1994-1995 guides shall follow the normal one-step advancement provided the employee has actively served for more than one-half of the prior year and has received a "satisfactory" rating for the prior year's service.

Step Placement 1990-1991		Step Placement 1991-1992
1	----->	2
2	----->	3
3	----->	4
4	----->	6
5	----->	7
6	----->	9
7	----->	10