

CONTRACT BETWEEN
CAMDEN COUNTY EDUCATIONAL
SERVICES COMMISSION

AND

CAMDEN COUNTY EDUCATIONAL
SERVICES EDUCATION
ASSOCIATION

FOR THE PERIOD OF

July 1, 2003 THROUGH June 30, 2006

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Preamble

This agreement entered into this 1st day of July, 2003 between the Camden County Educational Services Commission, Camden County, New Jersey hereafter called the "Commission", and the Camden County Educational Services Education Association, hereafter called the "Association."

Whereas, the parties have fulfilled their obligations to engage in collective negotiations and have reached certain understanding which they desire to confirm in this agreement as follows:

Article I - Recognition

A. The Commission hereby recognizes the Association as the majority representative for collective negotiations concerning mandatory negotiable terms and conditions of employment for the unit certified by the Public Employment Relations Commission in 1986 in the programs under P.L. 192-193 including Compensatory Education teachers, ESL teachers and Speech-Language teachers.

Excluded: All other employees including but not limited to administrators, clerical, supervisors, confidential, and managerial executives within the meaning of the Act and guards.

B. Unless otherwise indicated, the term "teachers", when used hereinafter in this agreement, shall refer to all certificated employees represented by the Association in the negotiating unit as defined above.

Article II - Negotiation Procedures

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the mandatory negotiable terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, and shall only be valid when ratified by the Association and the full Commission in a public meeting. When ratified, such writing shall be signed by both parties.

B. During negotiations the Commission and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals and counterproposals in the course of negotiations and to enter into a tentative memorandum of agreement; however, no agreements reached are valid until ratified as provided above.

D. This agreement represents the complete and total agreement between the parties on any and all matters which or could have been the subject of negotiations between the parties.

E. If both parties mutually agree in writing, negotiations may be reopened for the purpose of amending any section of this agreement. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, submitted for ratification as provided above, and if ratified, signed by the parties.

F. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement.

G. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

H. Negotiations will commence on or about November 15 of the final year of the Agreement.

Article III - Grievance Procedure

A. Definition: The term "grievance" means a complaint that there has been an improper interpretation or violation of an express term or provision of this contract.

B. Procedure:

Step One: Informal

An aggrieved person shall first discuss it with his/her immediate superior either directly or through the Association's designated representative, with the objective of resolving the matter informally. A response shall be given within 5 school days. No grievance shall be brought to the informal level if thirty (30) calendar days have lapsed since the grievance occurred.

Step Two: Immediate Supervisor-Formal

1. If the aggrieved person is not satisfied with the disposition of the grievance at step one, they shall submit the grievance in writing to the PR&R Committee within 10 school days after the grievance was presented, together with a report setting forth the action taken, the efforts made and investigation conducted in attempting to resolve the grievance.

2. The PR&R Committee shall forward a duplicate copy of the written grievance and report to the immediate supervisor within 5 school days after having received said information.

3. The immediate supervisor shall forward the duplicate copy of the written grievance and his/her report to the superintendent and Association within 5 school days after having received a copy of the grievance and report.

Step Three: Superintendent

1. The superintendent shall hold a hearing on the grievance within 10 school days after the grievance is filed at this step. The aggrieved person and a representative of the Association shall be present at the hearing and may present such facts as are relevant to the grievance being considered.
2. The superintendent shall render a written decision on the grievance within 5 school days after the conclusion of the hearing. A copy of such decision shall be forwarded to the Association immediately.

Step Four: Commission's Grievance Committee

1. In the event that the grievant is not satisfied with the disposition of the grievance at Step Three, he/she may request the PR&R Committee to appeal the grievance to the Commission Grievance Committee, in which event the PR&R Committee shall take the appeal by notifying the superintendent in writing within 5 school days following his/her decision.
2. The Commission Grievance Committee shall meet in executive session with the grievant and his/her representatives on the grievance at its next regularly scheduled meeting after the appeal is filed to review the relevant facts presented at Step Two.
3. The Commission shall render a decision on the grievance within 5 calendar days after the meeting and a copy of the decision shall be forwarded immediately to the Association.

Step Five: Arbitration

1. In the event the aggrieved person is not satisfied with the disposition of the grievance at Step Four, he/she may within five (5) school days after receiving notice of the decision by the Commission request in writing that the PR&R Committee determine that the grievance is meritorious and be submitted to arbitration. The Association may submit the grievance to arbitration by so notifying the Superintendent within fifteen (15) school days after receipt of a request for submission by the aggrieved person.
2. Within ten (10) school days after such written notice of submission to arbitration, the Commission and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. In the event no arbitrator can be agreed upon, the Commission and the Association shall request a roster of arbitrators from PERC and shall select an arbitrator according to PERC procedures.
3. The Arbitrator shall render his/her decision not later than thirty (30) calendar days from the date of the close of the hearing or from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to add to or subtract from or modify the agreement. The decision of the arbitrator shall be submitted to the Commission and the Association and shall be an advisory decision.

4. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

Article IV - Teacher Rights

A. Pursuant to Chapter 123, Public Laws of 1974, the Commission and the Association hereby agree that teachers shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, to join and assist any employee to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any of the foregoing activities. The Commission and the Association agree that neither of them shall directly and indirectly discourage or deprive rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that they shall not discriminate against any teachers with respect to hours, wages or any terms or conditions of employment by reason of his/her membership or lack of membership in the Association and its affiliates, participation or refusal to participate in any activities of the Associations and its affiliates, collective negotiations with the Commission, or his/her institution or refusal to institute or participate in the institution of any grievance, complaint or proceeding under this agreement.

B. No teacher shall be reduced in rank or compensation without a legal reason. Any such action by the Commission or any representative or agent thereof shall not be subject to the grievance procedure herein set forth.

C. Whenever any teacher is required to appear before the Commission concerning any matter which could result in termination of employment or adversely affect salary, prior written notice of the reasons shall be given to the teacher. The teacher shall be entitled to have an Association representative present during any such meeting. Any suspension of a teacher pending formal determination of charges by the Commission shall be according to law.

D. Any criticism by a supervisor, administrator or Commission member of a teacher concerning his/her instructional methodology shall be made in confidence.

E. Any criticism of a supervisor, administrator, Commission member, or the Commission by a unit member, unit representative or anyone affiliated therewith concerning anything relating to the Commission and/or its business or functioning shall be made in confidence.

F. Employees shall have access to their personnel files during normal business days and normal business hours. The exact scheduling for the file viewing will be at a time mutually agreed upon.

G. The administration will make a reasonable effort to notify employees in a timely manner of any changes in the Scheduled Dates calendar.

Article V - Association Rights

A. The Commission agrees to make available to the Association a current register of certificated personnel, the names and addresses of all teachers, minutes of all public Board meetings and other public information concerning the financial resources of the District including but not limited to: publicly adopted budget, annual audit report and salaries of employees.

B. Representatives of the Association shall be permitted to transact official Association business on Commission property but not during contracted for work time of unit members, and with permission of the Administration. Such permission shall not be withheld without good reason, provided that all expenses incurred other than routine maintenance or repairs covered by a maintenance contract shall be reimbursed by the Association to the Commission.

Article VI - Teacher Work Year

A. The teacher work year as established and from time to time altered by the Commission shall not exceed one hundred and eighty-five (185) work days.

B. The in-school work year includes days when pupils are in attendance and any other days when teacher attendance is required.

Article VII - Teaching Hours

A. Teaching hours are delegated to the Commission or its designee to establish and from time to time to alter as the Commission or its designee determines appropriate, however, teaching hours are not to exceed five and one-half (5 1/2) hours of pupil contact time plus one-half (1/2) hour of prep time and one-half (1/2) hour of lunch, plus whatever van travel time is necessary. The minimum time necessary to qualify as full time is established by the parties' litigation settlement in Docket No. 382-11/86.

Article VIII - Teacher Evaluation

The procedure established by the State Board of Education Rules and Regulations shall be followed. The Association may input with respect to specific language to be provided, with current procedures and forms to be incorporated.

Article IX - Management Rights

A. Subject to the express written terms of this Agreement, the Commission on its own behalf and on behalf of the electors of its constituent school districts, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of its educational system, its properties, facilities and the activities of its employees.

2. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, their dismissal or demotion, to promote, and transfer all such employees.

3. To establish and control methods of instruction, including special programs, all as deemed necessary or advisable by the Commission.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instructions, the duties, responsibilities, assignments of teachers and other employees with respect thereto, non-teaching activities, and the terms and conditions of employment of all employees.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Commission, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of the applicable laws and regulations of the State of New Jersey and the terms of this agreement.

C. Nothing contained herein shall be considered to deny or restrict the Commission of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

Article X - Teacher Employment

A. Each teacher's placement for salary purposes shall be determined by the Commission at the beginning of every school year. Placement in the initial year of this agreement shall control for future advancement.

B. Granting of credit for all previous outside teaching experience shall be at the discretion of the Commission and negotiated by and between the individual teacher and the Commission upon initial employment. The initial salary step shall control for future advancement.

C. Tenured teachers shall be notified of their salary status in writing for the ensuing year not later than May 15. Non tenured teachers will receive their contracts no later than April 30 and return them by June 1.

D. The Commission shall approve schedules by October 30. However such schedules can be modified on the basis of changing student loads, other economic reasons or by reduction in force.

Article XI - Leaves of Absence

A. Sick Leave:

1. All teachers shall be entitled to sick leave to the extent required by law.
2. Any such unused sick leave days shall accumulate from year to year with no maximum limit.
3. A retiring employee with 15 or more years of service can sell thirty or more sick days back at the rate below. The payment will be made in July of the year following the year in which the retirement occurs. An employee must have thirty or more days to be eligible. Retirement is defined as terminating employment and simultaneously receiving pension payments pursuant to TPAF. Merely vesting of pension rights does not constitute "retirement".

Rates: July 1, 2003 - June 30, 2006 - Buy back rate will be \$35.00

B. Extended Leaves of Absence without pay may be provided by the Commission in its sole discretion with each request being handled on a case by case basis.

C. Personal Business Days:

1. Teachers may be allowed up to two (2) personal days per school year without loss of pay provided that prior approval is granted for the use of a personal business day by the Commission's Superintendent.

2. Permissible reasons for the use of a personal business day shall include but are not limited to:

- a. Being under subpoena to appear in a legal proceeding;
- b. Begin a party to litigation which is being heard by a Court of Administrative Agency;
- c. Other proceedings involving valid business matters, as determined by the superintendent, which cannot be scheduled outside of the teacher's regular work day.

3. Application for the use of a personal business day shall be made by the teacher to the superintendent at least five (5) school days prior to the date requested except in the case of an emergency. The superintendent shall determine what conditions constitute an emergency. Such application shall be made in writing on forms supplied by and which may from time to time be modified by the superintendent.

4. To the extents possible, personal business days shall not be taken on the day before or after a day in which the teacher's assigned school is not in session.

5. Unused personal days shall carry over to the next year and shall accumulate as paid sick days.

Article XII - Disability and Maternity Leave

A. Any employee who anticipates undergoing a state of medical disability such as but not limited to surgery, hospital confinement, medical treatment or disability arising from pregnancy may apply for a leave of absence based upon said anticipated medical disability in accordance with provision hereinafter set forth.

B. All employees anticipating a state of medical disability shall notify the superintendent in writing of the condition expected to result in the disability as soon as the condition which may result in the disability is known.

C. Specific dates will then be set forth to avoid interruption of duties and to ensure that a substitute can be secured when applicable. The superintendent will notify the employee in writing as to the date of return if not mutually agreed upon.

D. The Commission will honor the use of sick days before and after childbirth to the extent required by law.

E. The Commission will honor the use of sick days for medical disability, including disability related to pregnancy, to the extent required by law.

F. All other leave, except as set forth in paragraphs D and E shall be without pay.

G. Written proof will be required from the employees' treating physician to ensure the employee is able to return to work.

H. The Commission has the discretion to verify any or all claimed medical disability.

Article XIII- Bereavement Leave

A. Up to four (4) consecutive bereavement days paid in the event of a death in the immediate family. The immediate family is defined as parent, spouse, child, brother, sister, grandparent by blood, parent-in-law and any other relative residing in the employee's household. The employee may request such leave for any other individual residing in the employee's household. Such request shall be considered by the superintendent.

B. Unused personal days may be used to extend bereavement leave with the Superintendent's approval.

Article XIV - Compensation

A. The salary rates of all teachers covered by this agreement will be set forth on a yearly basis in the Commission's minutes.

B. Teachers shall be paid on a bimonthly basis on the 15th and 30th of each month. In the event that the 15th and 30th is not a work day for the Commission, paychecks shall be issued on the last Commission work day prior to that respective 15th or 30th of that month. The June 15th paycheck shall be issued on the 15th of June. The June 30th paycheck shall be issued on the 30th of June.

C. There shall be a salary guide for full time employees for the 2003-2004, 2004-2005 and 2005-2006 school years as set forth respectively as Schedule A attached to this contract.

D. Part time employees will be paid on a pro rata basis of one-fifth of their appropriate step of the appropriate salary Schedule for each full six and one-half (6 1/2) hour workday that they teach, or for each six (6) hour workday that they teach if that person is also a van driver.

E. Commission teachers assigned supplemental instruction shall be paid for at the rate of \$23.50/hour in 2003-2004 and \$24.00/hour in 2004-2005 and \$24.50/hour in 2005-2006. Supplemental instruction shall include after school instruction of any nature that is provided by the Commission. Notice that such positions are open shall be made available to the Association President and shall be posted internally simultaneously with any external advertisements. In the case where all of the applicants are equally qualified, preference shall be given to a teacher already employed by the Commission. Supplemental instruction will continue through May 30th and final supplemental checks shall be issued June 30th.

F. The Commission shall provide for the direct deposit of teachers' paychecks. Bank fees, if any, shall be paid by the teacher.

G. The Commission shall provide the teachers with automatic payroll deductions to the South Jersey Federal Credit Union.

H. Part-time teachers who are required to work at a time when they are not regularly scheduled, shall be paid at the rate of \$23.50/hour in 2003-2004, \$24.00/hour in 2004-2005, and \$24.50/hour in 2005-2006. Such payment shall be included in the next available pay period immediately following the date of attendance.

I. Any teacher approved in writing by the administration to attend CST, IEP, or PAIT meetings at a time when they are not regularly scheduled to work, shall be paid at the rate of \$23.50/hour in 2003-2004, \$24.00/hour in 2004-2005 and \$24.50/hour in 2005-2006.

Should meetings during the regular workday and upon approval of the Superintendent and his/her designee, then the teacher shall be released from their regular teaching schedule to attend.

J. Employees may elect to use a Commission van in place of the employee's vehicle for school business.

Article XV - Medical Insurance

A. The Commission shall make available for employees whose regularly scheduled work week exceeds (20) hours per week, 50/50 medical insurance coverage, with the premium to be split 50/50 between the employee and the Commission for coverage over single coverage. The plan to be made available will be the same plan as is provided to the Administration. Enrollment of those eligible employees who are not currently enrolled in the Commission's health insurance plan shall take effect at the first possible available open enrollment period as may be permitted under the terms of the insurance contract.

B. Employees, who do not qualify for the above coverage because of the number of hours they work will be permitted, subject to insurance company approval, to purchase employee only coverage at the employee's sole cost and expense.

C. Employees, whether they qualify for the above Commission payment towards employee only coverage or not, will be permitted, subject to insurance company approval, to purchase dependent coverage at the employee's sole cost and expense.

D. The Commission shall establish and maintain a Flexible Spending Account, to be funded by employee contributions in accordance with the Internal Revenue Service regulations 125.

Article XVI - Miscellaneous Provisions

A. If any provision of this agreement or any application of this agreement to any employee, group of employees, or the Commission 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.

B. Any individual contract between the Commission and an individual member of the negotiating unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual agreement contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

C. Copies of this agreement shall be reproduced at the mutual expense of the parties and made available within thirty (30) days after the agreement is signed. It shall be made available to those now employed or hereafter employed.

D. It is understood by all parties that under the ruling of the Courts of New Jersey and the State Commissioner of Education, the Commission is forbidden to waive any rights or powers granted by law and therefore this contract is to be so interpreted as reserving all such rights and/or powers expressly to the sole discretion of the Commissioner.

E. Whenever any notice is required to be given by either of the parties of this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. The Commission at:

Camden County Educational Services Commission
C/O: Superintendent
225 White Horse Avenue
Clementon, NJ 08021

2. The Association at:

Camden County Educational Services Education Association
C/O: Eileen Schlereth, President
123 East Ormond Avenue
Oaklyn, NJ 08107

F. This contract represents a complete and final agreement on any and all mandatory matters for collective negotiations whether raised during the negotiations which resulted in this agreement or not.

Article XVII – Professional Development

A. The Commission shall pay for any courses/training when required by the Administration.

Article XVIII - Duration of Agreement

A. This agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006. In accordance with the Association's right to negotiate over a successor agreement as provided in Article II, this agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated and be of no further force or effect unless expressly extended beyond that date in writing and executed by both parties.

B. In Witness Whereof, the Association has caused this agreement to be signed by its President and Secretary and the Commission has caused this agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed here, all on the day and year first above written.

(ATTEST) _____
BOARD SECRETARY

PRESIDENT

CAMDEN COUNTY EDUCATIONAL
SERVICES COMMISSION

DATE

(ATTEST) _____
SECRETARY

PRESIDENT

CAMDEN COUNTY EDUCATIONAL
SERVICES EDUCATION
ASSOCIATION

DATE

Salary Schedule A

2003-2006

A. Full-time teachers as established pursuant to litigation settlement No. 388-11/86

STEP	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
1	36,727	37,983	39,097
2	36,927	38,183	39,297
3	37,510	38,383	39,497
4	37,760	38,633	39,747
5	38,010	38,883	39,997
6	38,260	39,133	40,247
7	38,510	39,383	40,497
8	38,955	39,828	40,942
9	39,425	40,298	41,412
10	40,025	40,898	42,012
11	40,625	41,498	42,612
12	41,225	46,460	48,267
13	48,921	51,421	53,921

The MA column in each guide will be \$500.00 over each BA step.