

Contract no. 649.

BRIDGEWATER-RARITAN
INSTITUTE FOR
TEACHERS

RUTGERS UNIVERSITY

AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT
AND THE
BRIDGEWATER-RARITAN SUBSTITUTE EDUCATORS ASSOCIATION, INC.
JULY 1, 1990 - JUNE 30, 1993

Agreement - Board of Education and BRSEA, Inc.

Preamble

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PREAMBLE

This agreement is entered into this 22nd day of January 1991, by and between the Board of Education of the Bridgewater-Raritan Regional School District, Bridgewater, New Jersey hereinafter called the "Board" and the Bridgewater-Raritan Substitute Educators Association, hereinafter called the "Association".

ARTICLE I RECOGNITION

- A. Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Bridgewater-Raritan Regional Board of Education hereby recognizes the Bridgewater-Raritan Substitute Educators Association, as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all substitute teachers and substitute nurses who have worked in that capacity for at least thirty (30) days during a given school year, and express a willingness to accept employment as a substitute teacher or substitute nurse for the next succeeding school year, but excluding all other employees including managerial executives, confidential employees, craft employees, non-professional employees, police and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, as amended.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II NEGOTIATING SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974 in a good-faith effort to reach agreement concerning the terms and conditions of a teacher's employment. Such negotiations shall begin no later than October 1 of the school year in which the existing Agreement expires. An Agreement negotiated shall apply to the unit defined, be reduced to writing, be ratified by the Association and the Board and be distributed to each substitute by October 1 of the year the contract is ratified.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Upon request of the Association, the Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE II-NEGOTIATING SUCCESSOR AGREEMENT (continued)

- D. Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Board agrees not to negotiate concerning said employees in the negotiating unit, as defined in ARTICLE I of this Agreement, with any organization other than the Association for the term of this Agreement.
- E. 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 and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. 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.
- G. Unless otherwise provided in this Agreement, nothing contained herein, shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any past practices as established relative to terms and conditions of employment existing prior to its effective date.

ARTICLE III GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by a teacher, teachers, or representative of a teacher or teachers, that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting them. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days of the time the teacher knew or should know of its occurrence.
- B.
 - 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
 - 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - 3. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE III-GRIEVANCE PROCEDURE (continued)

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One

Any teacher who has a grievance shall discuss it first with the teacher's principal (or immediate superior or department head if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, the teacher may set forth the grievance in writing to the principal on the grievance forms provided.

The principal shall communicate a decision to the teacher in writing with reasons within three (3) school days of receipt of the written grievance.

Level Three

The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate a decision in writing with reasons to the employee and the principal.

Level Four

If the grievance is not resolved to the teacher's satisfaction, the teacher, not later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the request of the teacher, hold a hearing with the teacher and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.

ARTICLE III-GRIEVANCE PROCEDURE (continued)

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes a review by a third party, the grievant shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A teacher in order to process a grievance beyond level four must have a request for such action accompanied by the written recommendation for such action by the Association.

No claim by a grievant shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law including the withholding of a salary increment, and/or a complaint by a teacher which arises by reason of written charges by the Board to the Commissioner of Education which could result in dismissal or a reduction in salary, (b) any rule or regulation of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any By-Law of the Board of Education pertaining to its internal operation, (d) Board policies and administrative decisions which do not call into question a provision of the agreement, (e) a complaint of a teacher which arises by reason of non-reemployment, or (f) any matter which according to law is beyond the scope of Board authority.

D. Procedures for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to PERC to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second roster of names.
3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

E. Powers of the Arbitrator

1. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
2. Only the Board and the aggrieved and representatives, shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days

ARTICLE III-GRIEVANCE PROCEDURE (continued)

days of the completion of the arbitrator's hearings.

3. The decision of the arbitrator shall, be binding upon the parties when there is a claim by a teacher, teachers or representative of a teacher or teachers, that there has been a misinterpretation, misapplication, or a violation of any of the provisions of the Agreement. All other arbitrable decisions shall be advisory.
4. Under the principle of mutuality the Board may also process grievances concerning contract terms starting at Level Five of the procedure.

F. Rights of Teachers to Representation

1. Any aggrieved person may be represented personally at all stages of the grievance procedure or, as an option, by a representative selected or approved by the Association.
2. When a teacher is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified by the principal that the grievance is in process, shall have the right to be present and present its position in writing at all meetings held with the teacher concerning the grievance, and shall receive a copy of all decisions rendered.

ARTICLE IV SUBSTITUTE TEACHER RIGHTS

- A. Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, the Board hereby agrees that every employee of the Board included in the unit as set forth under ARTICLE I shall have the right freely to organize, join and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, or other laws of New Jersey or Constitutions of New Jersey and the United States.
- B. No substitute teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins shall be in good taste.
- C. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, handicap, marital status, race, color, creed, national origin, or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.

ARTICLE IV-SUBSTITUTE TEACHER RIGHTS (continued)

- D. Whenever any substitute teacher is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that substitute teacher in office, then the substitute teacher 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 substitute teacher during such meeting or interview.
- E. In the event that a statement derogatory to a teacher's performance is placed in the personnel file, the teacher shall be informed in writing thereof by the Principal or the immediate supervisor of that school within five (5) school days.
- F. No substitute teacher shall be disciplined, reprimanded or have an increment withheld without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.
- G. Upon request, a substitute teacher shall be permitted to review the contents of his/her personnel file once a year except for confidential transcripts and references, to register and record objection to any item which could be construed as reflecting adversely on professional competence or personal integrity, to request removal of material deemed inappropriate or obsolete and if such request is denied to pursue this request through Level Four of the grievance procedure.
- H. The Board shall provide one in-service workshop on an appropriate subject for substitute teachers. The Board, at its discretion, may provide an additional workshop. Substitutes who are on the preferred list or have acquired thirty (30) days substitute teaching in the current school year shall be reimbursed for attendance at two times the per period rate established for additional class coverage.
 - 1. A meeting between substitute representatives and a Board representative will be held to discuss in-service needs of the substitute group; the meeting to be scheduled on or before October 15 of each school year.
 - 2. Announcements of Fall/Spring district in-service offerings will be mailed to preferred group members at the home address listed for distribution of payroll checks.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association:
 - 1. Two (2) copies of the agenda of all public Board meetings as soon as possible preceding the meeting. In case of agenda changes or emergencies, the Board will notify the Association president.
 - 2. By September 30 of the contract year, one (1) copy of the names addresses, phone numbers and any restriction on availability for all substitute teachers. This list shall be updated monthly.

ARTICLE V-ASSOCIATION RIGHTS AND PRIVILEGES (continued)

3. Two (2) copies of the minutes of all public Board meetings as soon as possible after preparation and approval of the minutes subsequent to such meetings.
 4. The Board agrees to make available to the Association such other public information requested by the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the school building principal or a designee shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the building principal. The Association will pay for any damage incurred, loss or theft of borrowed property. Prior permission of the building principal or a designee shall be required. Such permission shall not be withheld unreasonably.
- D. Whenever any representative of the Association or any substitute teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings scheduled at the Board's discretion, the substitute teacher shall suffer no loss in pay.

ARTICLE VI
EMPLOYMENT CONDITIONS

- A. Substitutes shall be assigned on the basis of requests by the staff as approved by the principal.
- B. After above requests have been filled, substitute teachers who are members of the bargaining unit shall be called to fill remaining vacancies.
- C. Every effort shall be made to place a substitute teacher in those areas for which the substitute teacher has expressed an interest and availability for employment.
- D. A substitute educator who places no limitations on the days per week, school, grade or discipline he/she will cover shall be entitled to refuse a call from the district for eighteen (18) days during the school year without prejudice.
A substitute educator who places any limitations on the above shall be entitled to refuse a call from the district for ten (10) days during the school year without prejudice.

Prejudice shall be defined as loss of status from the preferred list for the remainder of the year.

ARTICLE VI-EMPLOYMENT CONDITIONS (continued)

- E. The work duties of the substitute teacher will be the same as those assigned to the regular classroom teacher whom the substitute is replacing.
- F. When a substitute teacher works in two schools as part of two (2) separate half day assignments, there shall be provided a reasonable amount of time for lunch and travel between the two schools involved.
- G. All substitute teacher assignments shall be made or verified through the central source of the telephone answering service.
- H. All substitute teachers shall be entitled to at least one-half hour duty free lunch or the equal to the existent building schedule.
- I. Any substitute teacher who travels between two (2) or more buildings as part of a regular schedule for the teacher replaced shall be compensated at the rate of twenty-two (22) cents per mile. (See Handbook for mileage chart).
- J. The Board agrees to provide, at no cost to the substitute teacher, standard health tests as required of teachers to maintain their employment.
- K. Substitutes who were members of the bargaining unit in a previous year and who subsequently were employed on a contract basis shall have full rights under this contract upon reversion to substitute teacher status.
- L. Absences for illness reasons by long-term substitutes are acknowledged and will be compensated at the difference between the long term substitute rate and the rate for the per diem substitute hired or the actual cost to the Board to provide internal coverage, if necessary, subject to the following conditions:
 - 1. After 20 days, one day for every 20 days worked as a long term substitute.
 - 2. Days shall be cumulative within the current school year.
 - 3. Days are non-cumulative from year to year.
 - 4. All payments under the proviso will be calculated and paid subsequent to the completion of the assignment.

ARTICLE VII
SALARY PROGRAM

- A. 1. The following salary schedule shall be in effect for the years indicated:
- | | 1990-91 | 1991-92 | 1992-93 |
|-----------------------|---------|---------|---------|
| Non-degree | \$53.75 | \$57.75 | \$61.75 |
| Degree | 60.50 | 65.00 | 69.50 |
| 1-4 years experience* | 68.75 | 73.75 | 78.75 |
| 5-8 years experience* | 72.00 | 77.25 | 82.50 |
| 9 + years experience* | 75.75 | 81.25 | 86.75 |

*Experience refers to credit of one year on the guide for every two years of out-of-district regular teaching experience and one year for each year of in-district experience. A year's experience is determined by employment of thirty (30) days or more in the previous year as a substitute.

ARTICLE VII - SALARY POLICY (continued)

- A. 2. Substitute educators will be paid an additional \$8.00 per day beginning with the 100th day of employment in each school year.
- B. In instances where a substitute is employed for more than five (5) consecutive days for the same teacher, substitutes will be paid an additional five (\$5.00) dollars per day starting the 6th day.
- C. 1. In instances where a substitute is employed and/or the known absence of the regular teacher would be eleven (11) days or longer for the same teacher, the rate of pay will be as follows:

1990-91	\$106.00
1991-92	\$112.00
1992-93	\$118.00

Long term substitutes shall maintain the long term salary even if the service is interrupted by illness not to exceed six consecutive school days. When the hiring of a certified substitute teacher is not feasible, the substitute teacher hired should be selected by merit and qualification and for the educational benefit to the student. Factors such as years of experience, educational training and background and past substitute performance will be considered, however, final judgment as to selection of the substitute rests with the Assistant Superintendent. A certified substitute will be defined as holding a valid New Jersey Teaching Certificate. All substitute teachers regardless of certification status are to receive the long-term rate of pay when it has been determined that the substitute teacher will be in the classroom eleven days or longer. If it is not known at the beginning of the assignment that it is to be more than eleven days then retroactive payment will be made once eleven days are reached.

- C. 2. The long term substitute rate will apply for substitute coverage in the event of a regular teacher's death or the sudden cessation of a regular teacher's employment.

D. 1. Additional Coverage

Substitute educators (grades 6-12) shall be compensated at a rate of \$11.50 in 1990-91; \$12.25 in 1991-92; \$13 in 1992-93 per period for any additional coverage beyond the teacher's schedule but within the school day. At the elementary level, substitute educators shall be compensated for coverage of a portion of another class on a prorated basis (the day divided into 6 one hour periods) of a rate equal to \$69.00 per day in 1990-91; \$73.50 per day in 1991-92; \$78.00 per day in 1992-93.

- D. 2. A long term substitute may on occasion, because of his/her assignment, be required to attend back-to-school nights or, at the elementary level return for evening parent conferences. The substitute is expected to perform the service if requested and as compensation will receive one-half the long term substitute rate for each function attended. Other after hour situations as requested by the administration will be compensated at half the current daily rate being paid the substitute.

ARTICLE VIII
COMPLAINT PROCEDURE

- A. Any complaint/circumstance which could adversely affect the substitute teacher's employment shall be communicated by the building principal or immediate supervisor in an informal conference or by written notification.
- B. If a decision is made that the substitute teacher shall not continue in a particular school or in the district, the Personnel Office shall notify the substitute teacher in writing. Prior to the written decision of the Superintendent's designee, a teacher shall have the right to request a meeting with the designee.
- C. In the event that the teacher does not agree with the administrative decision, such disagreement may be pursued by the teacher or the Association under the provisions of ARTICLE III of the Agreement.
- D. The substitute teacher shall have the right to be represented by the Association at any meeting or conference regarding such complaint circumstances.

ARTICLE IX
SALARY POLICY

- A.
 - 1. All substitute teachers shall be paid on the 15th and the last day of the month with the exception of July and August. The final check shall be July 15, or earlier if possible, and shall include the days up until and including the last day of school.
 - 2. Enclosed with the pay check shall be a statement of the dates worked and the rate paid.
 - 3. All errors shall be corrected by the next district pay period.
- B.
 - 1. The Board agrees to deduct from the salaries of its teachers dues for the Bridgewater-Raritan Substitute Educators Association or any one or any combination of other Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association or to his/her designee. Such deductions shall be made beginning with the first check in November.
 - 2. In order to accurately notify all eligible bargaining unit members, the Board shall certify to the Association by August 1st, the total days worked by each substitute in the district in the previous year.
 - 3. By November 1st of the current year, the Association shall certify to the Board by certified mail a list of bargaining unit members who shall have a Representation Fee withheld from their check. This amount shall be declared by the Association and shall be consistent with law. Representation fees will be withheld in two equal payments. Fees will

ARTICLE IX-SALARY POLICY (continued)

be withheld in subsequent checks if insufficient monies are earned in the first two checks to cover the fees.

- C. Each of the associations listed on the form shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- D. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- E. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- F. Substitute teachers shall be paid one (1) half-day salary in the event that a previously arranged assignment is cancelled within 24 hours of the time the assignment was to begin. At the time of cancellation, if another equivalent assignment is offered and refused, payment will not be made for the "cancelled" substitute assignment. Equivalent is defined as K-5, 6-8, or 9-12 assignment.

ARTICLE X
PROFESSIONAL STAFF VACANCIES AND JOB OPPORTUNITIES

- A. The President shall be notified of teacher vacancy opportunities which open up during the school year and prior to the opening of the school year.

ARTICLE XI
MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Any employment arrangement between the Board and an individual substitute teacher hereafter executed shall be subject to and consistent with the terms and conditions of the Agreement. If the aforesaid employment arrangement contains any provisions inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- C. Nothing in this Agreement shall be construed as indicating that the Association or the Board waives its right with respect to the future negotiability or non-negotiability of items of terms and conditions of employment with respect to successor agreements.
- D. Copies of the Agreements shall be reproduced at the expense of the Board and presented to all substitute teachers employed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision of this Agreement, either party may contact the other at the following address:

- 1. If by the Association to the Board at: 836 Newmans Lane, P.O. Box 6030
Bridgewater, NJ 08807-0030

ARTICLE XI-MISCELLANEOUS PROVISIONS (continued)

2. If by the Board, the President of the Association at the appropriate address as filed with the Board of Education.

ARTICLE XII
MANAGEMENT RIGHTS ARTICLE

- A. Subject to the express provisions of this Agreement, and in compliance with law, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and the determination of the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE XIII
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1990, except as herein provided and shall continue in effect through June 30, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such date.
- B. In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

BRIDGEWATER-RARITAN SUBSTITUTE
EDUCATORS ASSOCIATION
BY:

Carol J. Olsen
President

Ellen P. Sullivan
Treasurer

BRIDGEWATER-RARITAN REGIONAL
BOARD OF EDUCATION
BY:

William A. Rowland
President

Peter Mozurak
Secretary

