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**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
OF THE  
BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT  
AND THE  
BRIDGEWATER-RARITAN SUPERVISORS' ASSOCIATION, INC.**

**JULY 1, 1993 - JUNE 30, 1994**

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## **PREAMBLE**

This agreement is entered into on the 24th day of August 1993, by the Board of Education of the Bridgewater Raritan Regional School District, Bridgewater, New Jersey, hereinafter called the "Board" and the Bridgewater-Raritan Supervisors Association, Inc. hereinafter called the "B.R.S.A."-

## **ARTICLE I**

### **RECOGNITION**

Pursuant to NJSA 34:13A-1 through 21, the Board hereby recognizes the B.R.S.A. as exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel assigned as Department Chairpersons.

## **ARTICLE II**

### **CONTRACT DURATION**

- A. This is a one-year contract effective July 1, 1993, through June 30, 1994.
- B. This contract shall not be extended orally. Upon the completion of this contract and without a successor contract being mutually agreeable, the terms and conditions contained herein will remain in effect until such time that a mutual agreement has been achieved.
- C. Whenever any official notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party may choose: 1) telegram or 2) certified letter at the following:
  - 1. If by B.R.S.A. to Board, ATTN: Secretary of the Board, 836 Newmans Lane, P.O. Box 6030, Bridgewater, NJ 08807-0030
  - 2. If by the Board to B.R.S.A., to the President of the Association at the address filed with the Board.

## **ARTICLE III**

### **NEGOTIATING SUCCESSOR AGREEMENT**

- A. The parties agree to enter into collective negotiations in accordance to NJSA 34:13A-1 through 21 in good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall commence in accordance with the rules and regulations of PERC. Any Agreement negotiated shall apply to the unit defined, be reduced in writing, be ratified by the B.R.S.A. and by the Board and be signed by the B.R.S.A. and the Board.

### **ARTICLE III - NEGOTIATING SUCCESSOR AGREEMENT (continued)**

- B. During negotiations, the Board and the B.R.S.A. shall present relevant data, exchange points of view and make proposals and counter-proposals. Upon request of the B.R.S.A. the Board shall make available to the B.R.S.A. 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.
- D. Pursuant to NJSA 34:13A-1 through 21, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of the Agreement, with any organization other than the B.R.S.A. during the term of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. 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.

### **ARTICLE IV**

#### **INSTRUCTIONAL LOAD**

The number of classes taught by individual Department Chairpersons shall be based upon the number of teachers that each chairperson supervises as follows:

sixteen or more teachers -- teaching one or two classes  
eleven through fifteen teachers -- teaching two or three classes  
six through ten teachers -- teaching three classes

By August 30, a list of teachers will be published for whom each Department Chairperson will have responsibility for formal evaluation. This number of teachers will determine the number of teaching periods assigned to each chairperson during the upcoming school year.

### **ARTICLE V**

#### **GRIEVANCE PROCEDURE**

- A. A "grievance" shall mean a claim by an employee, employees or representative of an employee or employees, 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 employee within thirty (30) days of the time the employee knew or should know of its occurrence.

## ARTICLE V - GRIEVANCE PROCEDURE (continued)

- 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 this step.
3. It is understood that employees shall, during 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 be fully determined.
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

A Department Chairperson who has a grievance shall discuss it first with the employee's Principal 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 employee within five (5) business office work days, the Department Chairperson may set forth the grievance in writing to the Principal on the grievance forms provided. The Principal shall communicate a decision to the Department Chairperson in writing with reasons within three (3) business office work days of receipt of the written grievance.

### Level Three

The Department Chairperson, no later than five (5) business office work days after receipt of the Principals' 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) business office work days. The Superintendent shall communicate a decision in writing with reasons to the Department Chairperson and the Principal.

### Level Four

If the grievance is not resolved to the Department Chairperson's satisfaction, the employee, not later than five (5) business office work days after receipt of the Superintendent's decision, may request a review by the

## ARTICLE V-GRIEVANCE PROCEDURE (continued)

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) business office work days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the Department Chairperson hold a hearing with the Department Chairperson and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the board or of the date of the hearing with the Department Chairperson whichever comes later.

### Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, the grievant shall so notify the Board through the Superintendent within ten (10) business office work days of receipt of the Board's decision. An employee in order to process grievance beyond Level Four must have a request for such action accompanied by the written recommendation for such action by the B.R.S.A. 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 tenured employee which arises by reason of written charges by the Board to the Commissioner of Education which could result in dismissal or reduction in salary, (b) any rule or regulation of the State Commissioner of Education, but not the 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 a question a provision of the agreement, (e) a complaint of non-tenured employee 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 the Public Employment Relation Commission 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 the Public Employment Relation Commission to submit a second roster of names.
3. If the parties are unable to determine, within ten (10) business office work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relation Commission may be requested by either party to designate an arbitrator.

## ARTICLE V-GRIEVANCE PROCEDURE (continued)

### 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 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 an employee, employees, or representatives of an employee or employees, that there has been a misinterpretation, misapplication or a violation of any of the provisions of the Agreement.

### F. Rights of Employees to Representation

1. Any aggrieved person may be represented personally at all stages of the grievance procedure, or as an option, by representatives selected or approved by the B.R.S.A.
2. When an employee is not represented by the B.R.S.A. in the processing of a grievance, the B.R.S.A. 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 with the employee held concerning the grievance, and shall receive a copy of all decisions rendered.

### G. Miscellaneous

1. Forms pertaining to the filing of grievances shall be prepared by the B.R.S.A. and the Superintendent or designee.
2. If, in the judgment of the B.R.S.A. a grievance affects a group or class of employees, the B.R.S.A. may submit such grievance in writing to the Superintendent directly, and may process such grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

### H. Costs

1. Each party shall bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

## ARTICLE VI

### DEPARTMENT CHAIRPERSONS' RIGHTS

- A. Pursuant to NJSA 34:13A-1 through 21, the parties hereby agree that every employee of the Board included in the B.R.S.A. 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, or to refrain from so doing.
- B. No Department Chairperson shall be disciplined, reprimanded, reduced in rank 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.
- C. No Department Chairperson shall be prevented from wearing pins or other identification of membership in the B.R.S.A. or its affiliates. Such pins shall be in good taste.
- D. Nothing contained herein shall be construed to deny or restrict to any Department Chairperson such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- E. Whenever any Department Chairperson is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Department Chairperson in office, then the Department Chairperson 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 or an attorney present to advise and represent the Department Chairperson during such meeting or interview.
- F. No grade within the department shall be changed without consultation with the Department Chairperson.
- G. A confidential personnel folder shall be initiated for each Department Chairperson containing all pertinent data such as references, personal and educational background, supervisory reports, etc. Entries shall be made only by a properly designated person, and no one other than the administrative staff and Board members is to have access to these records without the approval of the Superintendent of Schools. All supervisory entries in a staff member's folder shall carry initials indicating that he/she has seen such entries. The staff member shall have the option to enter a rejoinder therein to any such entry.
- H. Upon reasonable request, a Department Chairperson shall be permitted to review the contents of the 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.



## ARTICLE VI-DEPARTMENT CHAIRPERSONS' RIGHTS (continued)

- I. In the event that a statement derogatory to a Department Chairperson's performance is placed in the personnel file, the Department Chairperson shall be informed in writing thereof by the Principal within five (5) working days. An individual so notified shall sign and return the written statement acknowledging receipt of notification within five (5) working days.
- J. The provisions of the Agreement shall be applied equally to all chairpersons without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap or political affiliation. Both the Board and the Association bear responsibility for complying with this provision of the Agreement.
- K. Beginning April 30th, the Board shall notify the B.R.S.A. of all unit employees whose contracts have not been renewed for the following year. Such notifications shall include name, building and current position.
- L. Chairpersons are eligible for reimbursement of 100% of the cost of accredited graduate courses or other courses of special benefit to the district based on the New Jersey State College tuition rates upon successful completion of courses related to their assignments. No more than six (6) credits per semester will be reimbursed when school is open and eighteen (18) credits is the maximum which may be reimbursed in one school year. In order to receive reimbursement a chairperson must obtain prior approval of the Superintendent and be in the employ of the Board at the time of payment of the reimbursement.

## ARTICLE VII

### 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 a current roster of unit employees (as of September 1).
  3. By September 30 of the contract year one (1) copy of the names and addresses of all unit employees.
  4. Two (2) copies of the minutes of all public Board meetings as soon as possible after transcription preparation, and approval of the minutes subsequent to such meeting.
  5. The Board agrees to make available to the Association such other public information requested by the Association that shall assist the Association in developing intelligent, accurate, informed and constructive programs.

## **ARTICLE VII-ASSOCIATION RIGHTS AND PRIVILEGES (continued)**

- 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 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. Permission of the building principal or a designee shall be required. Such permission shall not be withheld unreasonably.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. Permission of the building principal or a designee shall be required. Such permission shall not be withheld unreasonably.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the chairpersons and to no other comparable supervisory organization.
- F. Whenever any representative of the Association participates during working hours in negotiations, grievance proceedings, conferences, or meetings scheduled at the Board's discretion, the employee shall suffer no loss in pay.

## **ARTICLE VIII**

### **RIGHTS OF THE BOARD**

- A. There is reserved exclusively to the Board all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitutions of New Jersey and of the United States, and by the Policies of the School District, except where expressly and in specific terms limited by the provisions of this Agreement. It is agreed that the Board retains the right to establish and enforce reasonable rules relating to the duties and responsibilities and working conditions of department chairpersons.
- B. In addition to the rights otherwise described herein, the Board specifically reserves, but is not limited to the following rights and authorities.
  - 1. The right to supervise the employees of the school district.
  - 2. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, demote, discharge or take other disciplinary action against employees in accordance with State Law.

**ARTICLE VIII-RIGHTS OF THE BOARD (continued)**

3. To relieve employees of duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the school district operation entrusted to them.
5. To determine the methods, means and personnel by which operations are to be conducted.
6. To take whatever reasonable actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE IX**

**DEPARTMENT CHAIRPERSONS' WORK YEAR**

Chairpersons' work year will be from July 1 - June 30. (12 months)

**ARTICLE X**

**NON-SUPERVISORY DUTIES**

The Board and the Association acknowledge that a Department Chairperson's primary responsibility is to supervise and his/her energies should be utilized to this end, consequently no Department Chairperson shall be assigned to any duty coverage within the school except in cases of an emergency.

**ARTICLE XI**

**DEPARTMENT CHAIRPERSON FACILITIES**

- A. The Board agrees to provide the following facilities:
  1. An office with desk, chair and filing cabinets for the use by a Department Chairperson.
  2. A designated and labeled parking space in the high school parking lot closest to the school building.
  3. Air conditioning in all chairpersons' offices.

**ARTICLE XII**

**NON-SALARY CONDITIONS**

- A. Leaves of Absence
  1. Sick Leave
    - a. Department Chairpersons shall be entitled to 15 sick leave days with pay as of the first day of the work year whether or not they report for duty on that day. Any of the unused sick leave days shall continue to accumulate from year to year with no maximum limit. Unused temporary leave days shall no longer accumulate as sick leave days.

## ARTICLE XII-NON SALARY CONDITIONS (continued)

- b. Previously accumulated unused sick leave days in Bridgewater-Raritan Regional School District will be restored to all Department Chairpersons returning from approved leaves of absence.
- c. Department Chairpersons hired on normal full time contract basis but who, because of the date of the beginning of full time contract employment, will not work a full time contract period, will be entitled to pro-rata number of sick days based upon the minimum annual number provided by contract.
- d. All Department Chairpersons who have exhausted their sick leave because of prolonged illness may request an extension of their sick leave. The Superintendent may recommend to the Board of Education that the limitation be exceeded in extenuating circumstances. The Board of Education at its descretion may pay any such person each day's salary less the pay of a substitute. A day's salary is defined as 1/240th of the annual salary.
- e. All Department Chairpersons will be given a written account of accumulated sick leave by the first day of school.
- f. The Board of Education through administrative channels reserves the right to have the reason(s) for absence due to illness validated by medical evidence. As a general rule, such a request will not be made until after the third day of illness.
- g. Upon the termination of the employment of a Department Chairperson by retirement after at least twenty (20) years of employment in the district, the Board of Education shall compensate the Department Chairperson for unused accumulated sick leave upon the following basis:

One (1) day for every three (3) days of unused accumulated sick leave to a maximum of ninety (90) days in 1993-94 at the rate of 1/240th of the annual salary of the department chairperson at the time of retirement.

### 2. Temporary Leave of Absence

- a. Department Chairpersons are entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum of seven (7) days in any contract year:
  - (1.) Marriage in the immediate family including self (three [3] days maximum for this reason) with two (2) weeks prior notice to the building Principal.
  - (2.) Graduation exercises of the employee, children and spouse.
  - (3.) Required appearance in court.

**ARTICLE XII-NON-SALARY CONDITIONS (continued)**

- (4.) As may be required to meet the beginning or ending dates of NSF institutes, etc.
- (5.) Employees shall be granted two (2) temporary leave days for legal business and/or family matters.
- (6.) Up to three (3) days may be granted for serious illness in the immediate family (husband, wife, children and other members of the same home; father and mother, brothers and sisters; grandfathers and grandmothers; father-in-law and mother-in-law). In emergency situations, twenty-four (24) hours notice requesting leave shall be waived provided such notice shall be given as soon as practicable within such twenty-four (24) hour period. Serious illness is defined as illness requiring hospitalization and/or employee's presence at bedside.
- (7.) Paternal leave (birth of a child--two [2] days maximum for this reason.) In emergency situations, twenty-four (24) hours notice requesting leave shall be waived provided such notice shall be given as soon as practicable within such twenty-four (24) hour period.

All leaves of absence referred to in this section are subject to the following conditions:

- (1.) Except as otherwise provided in 6 and 7 above, at least twenty-four (24) hours notice shall be given in requesting a leave day through the building principal. Lacking such notice, the absence will be considered unauthorized and will be deducted at a daily rate of 1/260th of the annual salary.
  - (2.) Temporary leave days described in paragraph 5 will not be granted the day immediately preceding or following a vacation or holiday.
  - (3.) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days. Such denial shall be subject to grievance procedures.
- b. Two (2) days may be granted upon request to the office of the Superintendent of Schools for the purpose of visiting other schools.
  - c. Up to five (5) days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother, brothers and sisters, grandfathers and grandmothers; mother-in-law and father-in-law).
  - d. Extensions to any temporary leaves of absence referred to as outlined above may be made at the discretion of the Superintendent.

## ARTICLE XII-NON-SALARY CONDITIONS (continued)

- e. A regularly appointed Department Chairperson who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. Whenever such military field training or attendance at service schools requires that the employee remain for a longer period than the prescribed two (2) weeks, the employee shall receive the difference between his/her pay and his/her military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.
- f. Leaves taken pursuant to this ARTICLE shall be in addition to any sick leave to which the employee is entitled.

### 3. Extended Leave of Absence

- a. A leave of absence without pay for up to two (2) years shall be granted to any tenured Department Chairperson who joins the Peace Corps, VISTA, National Teachers Corps or serves as an exchange teacher or overseas teacher and is a full time participant in either of such programs or accepts a Fullbright Scholarship.
- b. A Department Chairperson on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited university or college.
- c. Military leave without pay shall be granted to any Department Chairperson who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- d. (1.) Leave of absence without pay will be granted to any Department Chairperson for maternity upon written application by the employee to the Superintendent at least sixty (60) days prior to the date the leave is to commence. Such leave will terminate either at mid school year or end of contract year. Benefits for the period July 1 to the commencement of school to be reimbursed to the Board at discretion of the Board, should employee not return as announced. The Board may require a statement from the employee's physician regarding the employee's physical condition. The maximum of any maternity leave will be two (2) years. Employees on leave shall notify the Board of an intent to return by November 30 for mid year returns and March 1 for end of year returns.
- (2.) A Department Chairperson on maternity leave shall have the opportunity to substitute in the Bridgewater-Raritan Regional

## ARTICLE XII-NON-SALARY CONDITIONS (continued)

School District in the area of the teacher's certification at the discretion of the Superintendent of Schools.

(3.) Any Department Chairperson adopting an infant child may be granted a leave up to a period of two (2) years. Such leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption.

- e. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent.
- f. (1.) Upon returning from leave granted pursuant to this ARTICLE, an employee shall be considered as if actively employed by the Board during the leave and shall be placed at the salary that would have been achieved if the employee had not been absent.  
  
(2.) All benefits to which an employee was entitled at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon return.
- g. All extensions or renewals of leaves shall be applied for and granted in writing and shall be acted upon by the Board of Education upon recommendation of the Superintendent.

### 4. Sabbatical leave

- a. A sabbatical leave may be granted upon the recommendation of the Superintendent of Schools for further education toward a degree beyond the master's degree with particular consideration given in those cases of university residency requirements of one year. Sabbatical leave may also be granted for other reasons which the Board deems beneficial to the school district. As a general rule, no more than one chairperson shall be granted leave during any given year.
- b. Generally, requests for sabbatical leave should be received by the Superintendent of Schools in writing on such forms as designated by the Board of Education no later than January 15, and action should be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical leave is requested.
- c. A Department Chairperson on sabbatical leave for a full year shall be paid by the Board of Education at seventy-five (75%) of the salary rate the Department Chairperson would have received if the Department Chairperson had remained on active duty.

**ARTICLE XII-NON-SALARY CONDITIONS (continued)**

- d. Any Department Chairperson granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one-half per year except in the case of death or total disability of the employee. If the total remission of service is not made by the employee, the employee will agree, by signing a promissory note before granted the leave, to remit to the Board of Education the monetary amount equal to the time not served.
- e. A report or summary of the sabbatical leave must be submitted to the Superintendent of Schools and the Board of Education upon completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board of Education and the Administration, shall be furnished by the individual during the leave period.
- f. Upon return from sabbatical leave, a Department Chairperson shall be placed on the salary schedule at the level which would have been achieved had the Department Chairperson remained actively employed in the system during the period of absence.
- g. The BRSA is willing to accept the recommendations of the district sabbatical leave committee.

**B. Insurance Coverage**

- 1. The Board of Education shall provide individual and dependent health-care insurance coverage in accordance with the New Jersey State Health Benefits Program Act (N.J.S.A. 52:14-17.25, et seq.; N.J.A.C. 17:9-1.1, et seq.). Benefits shall include:
  - 1. Blue Cross
  - 2. Blue Shield
  - 3. Major Medical
  - 4. Rider J

The Board agrees to continue to pay the entire cost of individual and dependent coverage throughout the 1993-94 contract year. If the Board is able to comply with the equality requirements of N.J.A.C. 17:9-5.4(b) for all district employees enrolled in the Program, then each chairperson shall pay the same portion of the cost of dependent coverage as the Bridgewater-Raritan Education Association and all other district collective negotiations units agree to pay.

- 2. The Board agrees to provide a family dental plan for all employees in the bargaining unit. Carrier will be determined by the Board. If the Board of Education exercises its right to change dental carrier, the new plan will provide payments and services at the levels currently detailed in the contract for group #7129 of the Delta Dental Plan of New Jersey.

As of July 1, 1993, the Department Chairpersons will contribute \$5/month towards the dental premium through payroll deduction. A one-time incentive of \$100 will be added to the contract salary.



## ARTICLE XII-NON-SALARY CONDITIONS (continued)

3. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retiree shall be responsible for all premium costs involved.
4. The Board shall request the carrier to provide to each Department Chairperson a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
5. The Board shall give written notification at the time of hiring a Department Chairperson new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
6. The Board agrees to provide, at no cost to the employee, standard health tests as required of employees to maintain their employment provided said employee avails himself/herself of the program provided by the Board.
7. The Board shall provide health-care insurance coverage to any employee granted a bona-fide sick leave up to a maximum of one (1) year.
8. Each department chairperson shall undergo a physical examination once every two years and the medical report shall be filed with the Board of Education. If the physical is performed by the Board Physician, the Board of Education shall pay the full cost. If the physical is performed by an individual's personal physician, reimbursement of up to \$50.00 will be made by the Board of Education upon submission of the medical report and the receipted bill.
9. Any health benefit improvements gained by the teachers' bargaining unit in their negotiations shall be extended to the Supervisors' Association.

### C. Professional Meetings, Conference and Conventions

With the approval of the office of the Superintendent, each Department Chairperson may attend national, regional, state, county and local meetings, conferences, and conventions of a professional nature. Expenses incurred by members as a result of their attendance and/or participation in these meetings, conferences, and conventions shall be reimbursed to the Department Chairperson, up to but not beyond \$500.00 annually. These funds will be allocated in the budget for each member of the unit.

### D. Professional Association Membership Dues

The Board shall pay annual membership dues for Association members to the New Jersey Principals' and Supervisors' Association.

### E. Classroom Coverage

## **ARTICLE XII-NON-SALARY CONDITIONS (continued)**

In accordance with the Job Description and the Annual Evaluation Criteria Form, the major responsibilities of the Department Chairperson are considered to be primarily supervisory and administrative. Consequently, the activities of the Department Chairperson should be devoted to achieve these ends not class coverages due to a lack of substitute teachers. The use of Department Chairpersons for classroom coverage should be considered in extraordinary circumstances only limiting such coverage to emergencies on a specific day and only after the building administration has followed procedure to obtain coverage.

In the event a teacher's temporary absence exceeds three (3) days, a Department Chairperson will not be expected to cover on this continuous, multiday basis; however, a Department Chairperson may voluntarily consent to such an arrangement.

## **ARTICLE XIII**

### **VACATION AND HOLIDAYS**

#### **A. Vacation**

1. Department Chairpersons shall be entitled to 26 days vacation annually (July 1 to June 30).
2. Department Chairpersons with 20 years of service in the Bridgewater-Raritan Regional School District are entitled to a stipend of \$1500 a year. All present members of the Association are entitled to a stipend of \$1500 a year upon completion of 20 years of service with the Bridgewater-Raritan School District. Chairpersons hired subsequent to July 1, 1989 will not be entitled to this benefit. These monies will be added to the base pay for the purpose of the TPAF.
3. All vacation time must be taken prior to December 1 of the year following the year in which earned. Vacation time in excess of the amount granted per year, not used as of December 1 of each year will be subject to forfeit.
4. Vacation time will be scheduled in accordance with Department Chairperson's requests, insofar as this is possible, consistent with the needs and interest of the school district subject to the following provisions:
  - a. Work days during the Christmas recess period shall be three (3) to four (4) mandatory vacation days.
  - b. During the required in-service week - the third week in August -vacation time will not be permitted except as approved in advance by the Superintendent.
5. Accrued vacation days will be paid to the chairperson's estate should death occur while in the active employment of the Board of Education.

#### **B. Holidays**

### **ARTICLE XIII-VACATION AND HOLIDAYS (continued)**

1. Paid holidays shall be granted in accordance with the Board adopted calendar, but no less than fifteen (15) days annually.
- C. If Department Chairpersons are required to work on a scheduled vacation or holiday, an alternate day with pay shall be granted as approved by the Superintendent.

### **ARTICLE XIV APPOINTMENT, TRANSFER, AND/OR ASSIGNMENT**

#### **A. Appointment**

A list of supervisory and administrative vacancies within the school district shall be posted in each building as they occur. The notice of availability will contain all the qualifications necessary for application as well as the job description for the vacancy and the deadlines for application.

#### **B. Voluntary Reassignment**

Department Chairpersons who desire a change in assignment will file a written statement of transfer intent with the Office of the Superintendent no later than March 1 for the succeeding year.

### **ARTICLE XV MISCELLANEOUS**

- A. This Agreement constitutes a Board policy for the stated term and the Board shall carry out the commitments contained herein and give the commitments full force and effect as Board policy.
- B. If any provision of this Agreement or the application thereof is contrary to any statute, then such provision and/or application shall not be deemed valid and subsisting, except to the extent permitted by statute, but all remaining provision and application shall continue in full force and effect.
- C. Any contract between the Board and a Department Chairperson hereafter executed shall be subject to, consistent with, and in agreement with the stipulated terms and conditions of this Agreement. If the aforesaid contract is in any way inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. Nothing in the Agreement shall be construed as indicating that the Association or the Board waives its rights with respect to the future negotiability or non-negotiability of items or terms and conditions of employment with respect to successor agreements between the stated parties.
- E. Employees who are required by job assignment or administrative agreement to use their private auto on school related business shall be reimbursed as per the current district policy rate for all employees.
- F. Copies of the Agreement shall be reproduced at the expense of the Board and distributed to each individual Department Chairperson.

## ARTICLE XVI

### OBSERVATIONS AND EVALUATIONS

- A. Chairpersons will perform observations and evaluations in accordance with Board policies 4118 (Tenured Staff) and 4119 (Non-Tenured Staff). Unusual staff assignment situations will be handled as follows:
1. Any tenured teacher employed as a shared-time instructor between departments within a single building will be observed once by each Chairperson and evaluated by the Chairperson in whose department the majority of instruction takes place.
    - 1.1 If the teacher is non-tenured, an observation schedule will be developed to include both Chairpersons as well as administrators/supervisors in order to meet Board observation requirements. The Chairperson in whose department the majority of instruction takes place will be responsible for the formal evaluation of the staff member.
  2. A tenured teacher shared by a high school department and a middle/elementary school will be observed once by the Department Chairperson and evaluated on the basis of "home base" school assignment. If the teacher is non-tenured, an observation schedule will be developed to include Chairperson as well as administrators and supervisors; and the teacher will be evaluated on the basis of "home base" school assignment.

## ARTICLE XVII

### SALARY

- A. The salaries for all Department Chairpersons covered by this agreement are set forth in the attached salary guides. These have been established for the period commencing July 1, 1993, and ending June 30, 1994.
- B. Individual salaries for the school year 1993-1994 are set forth in a confidential memorandum and are made part of this agreement.
- C. Employees will be paid on the 15th and the last day of the month. Checks dated for the pay date, will be distributed at the end of the school day preceding the pay date. When a pay date falls on or during a school holiday, vacation, or weekend, the pay date shall be the last previous working day.

In witness thereof the parties 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 expressed in Article II Contract Duration.

**BRIDGEWATER-RARITAN SUPERVISORS ASSOCIATION, INC.**

BY: Hele Pappan, President  
John E. Routel, Secretary

**BOARD OF EDUCATION  
OF THE BRIDGEWATER-RARITAN REGIONAL SCHOOL DISTRICT**

BY: Richard D. Bergeson, President  
Pamela Stewart, Vice President  
Gulston S. Holmes, Negotiations  
Chairperson  
James P. Cardenas, School Business  
Administrator/  
Board Secretary

**BRIDGEWATER-RARITAN SUPERVISORS' ASSOCIATION**

**SALARY GUIDE**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1993-1994+	61,315	63,355	65,400	67,445	69,488	71,532

+ \$100 for Dental Premium contribution