

Agreement Between

The Bridgewater-Raritan Regional Board of Education

and

The Bridgewater-Raritan Education Association, Inc.

July 1, 1992 - June 30, 1994

PREAMBLE

This agreement is entered into this seventeenth day of November 1992 by and between the Bridgewater-Raritan Regional Board of Education, Bridgewater, New Jersey, hereinafter called the Board and the Bridgewater-Raritan Education Association, Inc. hereinafter called the Association.

**ARTICLE I
Recognition**

- A. Pursuant to NJSA 34:13A-1 through 21, the Bridgewater-Raritan Regional Board of Education hereby recognized the Bridgewater-Raritan Education Association, Inc. as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel required to hold certification for their respective employment, all secretarial/clerical personnel, and service personnel employed by the Board of Education as included herein:

Basic Skills Instructional Assistants
Child Study Team
Curriculum Specialists
Custodians
Guidance Counselors
Laboratory Technicians
Librarians
Maintenance Personnel
Media Technicians
Nurses and Nurse Coordinators
Secretarial and Clerical Personnel
Speech Therapists
Supplemental Instructors
Teachers (Art, Classroom, Instrumental and Vocal Music,
Physical Education and Special Education)
Transportation Mechanics

but excluding:

Superintendent
Assistant Superintendent
Board Secretary
Assistant Board Secretary/School Business Administrator
Principals
Vice and Assistant Principals
Department Chairpersons
Directors
Supervisors
Executive Secretaries

Assistants (Custodial, Data Processing, Maintenance,
Personnel, Purchasing and Transportation)
Bus Drivers
Assistants
Substitute Teachers
Attendance Officers
Night Supervisor
Project Manager
Maintenance Supervisor
Plant Engineer
Computer Specialist
Math & English Lab Assistants
Classroom Assistants
Career Resource Room Assistants
Manager of Personnel Services
Communications Specialist

- B. Reference to "employee", or the absence of any reference, shall be recognized as applying to all members of the inclusion list in Article I.A. References to specific classifications of employee, such as Guidance Counselor, shall apply exclusively to that classification of employee. Custodians, maintenance personnel and transportation mechanics shall be collectively referred to as Service Personnel.

ARTICLE II
Negotiating Successor Agreement

- A. The parties agree to enter into collective negotiations in accordance with NJSA 34:13A-1 through 21 in a good-faith effort to reach agreement concerning the terms and conditions of employment. Such negotiations shall begin no later than one hundred and twenty (120) days prior to the Annual Election of the school year in which the existing Agreement expires. Any Agreement negotiated shall apply to the unit defined, be reduced to writing, be subject to ratification by the Association, be subject to adoption by the Board, and be signed by the Association and the Board.
- 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.

- 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, nor otherwise detract from any terms and conditions of employment existing prior to its effective date.

ARTICLE III
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) calendar days of the time the employee knew or should know of its occurrence. The Superintendent may grant an extension upon request by the Association. Extensions may not be unreasonably withheld.
- 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 employees 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.

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. 1. Level One

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

2. 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 employee may set forth the grievance in writing to the principal or immediate supervisor on the grievance forms provided. The principal or immediate supervisor shall communicate a decision to the employee in writing with reasons within three (3) business office work days of receipt of the written grievance.

3. Level Three

The employee, no later than five (5) business office work days after receipt of the principal's or immediate supervisor's decision, may appeal the decision to the Superintendent of Schools. This appeal to the Superintendent must be made in writing reciting the matter submitted to the principal or immediate supervisor 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 employee and the principal.

4. Level Four

If the grievance is not resolved to the employee'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 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 the request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) business office work days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later. Any grievance arising from the dismissal of a Service Personnel employee shall end at this level.

5. 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 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 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 tenured employee 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 non-tenured employee which arises by reason of non-employment, or (f) any matter which according to law is beyond the scope of the 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 American Arbitration Association 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 American Arbitration Association 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 American Arbitration Association may be requested by either party to designate an arbitrator.

E. Powers of the Arbitrator

1. The arbitrator shall be limited to the issue 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 a representative selected or approved by the Association.
2. When an employee 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 or immediate supervisor, 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 Association and the Superintendent or designee.
2. If, in the judgment of the Association, a grievance affects a group or class of employees, the following provisions will apply:
 - a. 2 or more parties, in one building, the Association will initiate the grievance procedure at Level II.
 - b. 2 or more parties, in more than one building, the Association will initiate the grievance procedure at Level III.
 - c. The grievance may be processed through all levels of the grievance procedure regardless of initiation level, even though the aggrieved person(s) 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 IV
Employee's 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, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws of 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 employee 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 employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins shall be in good taste.
- D. Nothing contained herein shall be construed to deny or restrict to any employee 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. The Board and the Association agree that any individual employee may not be required under any circumstances to transport a student in a private automobile.
- F. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in office, then the employee 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 employee during such meeting or interview.
- G. No grade shall be changed without consultation with the teacher.

- H. On or before April 30 of each year, the Board shall give to each nontenured employee continuously employed since the preceding September a written notice of intention as to re-employment.
- I. Upon reasonable request, an employee 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 of 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.
- J. In the event that a statement derogatory to an employee's performance is placed in the personnel file, the employee shall be informed in writing thereof by the Principal or the immediate supervisor within five (5) working days. An employee so notified shall sign and return within five (5) working days a written statement acknowledging receipt of notification.
- K. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.
- L. Beginning April 30th the Board shall notify the Association of all employees whose contracts have not been renewed for the following year. Such notification shall include name, building, and current position.
- M. Classroom teachers shall, in addition to their lunch periods, have daily preparation time during which they shall not be assigned to any other duties as follows:
 - elementary level - during scheduled special area subjects (art, music, physical education)
 - middle and high school level - a minimum yearly average of five (5) periods per week.All other teachers who are not regular classroom teachers shall be provided with preparation time equal to a minimum of one (1) period per day or five (5) periods per week with the above proviso.
- N. In the implementation of the nine period day at the high school, a teacher assigned to Math or English Lab in addition to the five instructional classes, shall be compensated for said Labs in accordance with the sixth period payment as defined in Appendix C.

- O. The Board will prepare a Staff Handbook outlining the employment rights, responsibilities, and fringe benefits of the employee unit. Proofs of the Handbook are to be reviewed by the Association prior to the final publication.
- P. Service Employees shall be reimbursed, upon submission of a voucher, for up to:
 - \$50 per year for protective clothing, if required;
 - \$100 per two years for safety shoes for service employees
 - \$225 per two years for safety shoes for grounds employees.
- Q. The nature and extent of duties for various job categories for Service Personnel shall remain substantially as heretofore, and no major change in duty requirements shall be made without notification to the Association.
- R. Service Personnel shall continue in their job classifications (Custodian I, Custodian II and Maintenance) and hours of employment, and will not be transferred to other job classification, on a permanent basis, without the employee's consent. Thirty (30) calendar days shall constitute a temporary condition. However, work after transfer to that higher classification shall be paid at the higher rate from the first day of the transfer. Shift change shall be defined as a change of more than two (2) hours difference in current shift hours. Service Personnel shall be limited to one (1) involuntary shift change per person per year.
- S. For secretarial and custodial personnel, seniority shall mean a total of all periods of employment within classifications covered by this agreement. When it becomes essential to reduce positions, seniority and evaluated performance shall be the determining factors. When all other factors are equal layoffs will be determined by seniority.
- T. Discipline Code for Service Personnel
 - 1. RULES AND REGULATIONS
 - a. Overview

Effective personnel practices indicate that certain rules and regulations are necessary for the safety, security and productivity of employees and the school district management. The best working conditions prevail where supervisors and employees demonstrate consideration for themselves, their fellow employees, their employer and students. To make clear the conduct which our district expects to see practiced, a series of rules and regulations have been set forth with which all employees and supervisors are expected to comply.

It will be the responsibility of all supervisors and administrators to make their employees aware of these rules and to insist that these rules and regulations are properly observed in order to assure the well-being of all.

The rules are categorized into two major groups. Group I Rules are concerned with major items of personal conduct. Group II Rules, although somewhat less serious when violated, warrant prompt attention and correction. Both categories describe the nature of improper action and cannot be considered to be all inclusive. Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the violation.

b. Group I Rules

A violation of any one of these rules may be considered cause for suspension and/or dismissal.

- Provoking or starting fights involving physical contact.
- Stealing records or property of the school district or property of another employee or student.
- Making any false statements on employee records, time sheets or reimbursement requests.
- Working while under the influence of intoxicants, narcotics or other so-called controlled dangerous substances, or possessing, using or selling such materials or related paraphernalia anywhere on school district property.
- Performing malicious acts resulting in destruction to school district or personal property.
- Carrying a concealed weapon, or bringing, possessing or using firearms or weapons of any type on school district property.
- Committing any act which would be considered to be an indictable offense as defined by the laws of the State of New Jersey.
- Working without designated protective safety equipment where the potential consequences may do serious harm to self, students, other employees or significant damage to property/equipment.

c. Group II Rules

Employees who violate any of these rules will be subject to a reprimand by their supervisor. Continued violations may be cause for dismissal.

- Failing to observe working hours by tardiness or by unexcused or excessive absenteeism.
- Using abusive language.
- Leaving the work area prior to the expiration of regularly scheduled hours.

- Failing to adhere to rules or regulations as defined by the supervisor either orally or in writing.
- Continuing low work productivity after proper instruction.
- Continuing defective workmanship after proper instruction and proper warning.
- Wasting materials unnecessarily.
- Working without designated protective safety equipment such as safety shoes, safety glasses, face shields, etc. when the supervisor has deemed them necessary in performing the assigned job, or disregarding safety instruction.
- Smoking in district buildings or on school grounds in areas other than those specifically set aside for such purpose.

2. DISCIPLINE

a. Overview

It is the intent of the Bridgewater-Raritan Regional School District to ensure that discipline, when required, is carried out in a fair and consistent manner. While all employees are expected to conduct themselves according to generally accepted rules of conduct and performance, this policy addresses itself to the relative few who do not and thereby, cause disciplinary problems. The disciplinary procedure set forth is designed to improve the work pattern of problem employees and to provide a record of corrective action taken to modify behavior or change performance.

b. Steps in the Disciplinary Procedure

The following sequence of actions will normally be taken in carrying out discipline for rules violations. Based on the severity of the offense, some steps in the procedure may be bypassed.

(1.) Verbal Warning

The first step in the disciplinary procedure consists of a verbal warning followed by a counseling session which points out, in a constructive fashion, the area of deficiency and offers the employee assistance in attempting to correct same. The counseling session may consist of getting at the cause of the problem by further explanation of the rules, regulations or requirements of the job. It should be mentioned that a recurrence of the violation may result in a written warning.

(2.) Written Warning

A written warning is documentation that corrective action has not been taken as a result of the previously issued verbal warning, or that another rule has been violated. In the case of a written warning, the language of the reprimand should be

clear, specifically identifying the nature and circumstances of the offense. The last statement in the written warning should state, "Subsequent disregard of the school district rules and regulations will result in further disciplinary action, up to and including discharge."

(3.) Suspension

The third step in the disciplinary procedure should be given serious consideration by both the supervisor and the employee, as the next step would normally be discharge. Suspension without pay for a period of three days is recommended, although circumstances may dictate a longer or shorter period of time.

(4.) Discharge

The final step in the disciplinary procedure is termination of employment with the school district.

(5.) Grievance Procedure

Disciplinary actions are grievable through Level Four of the Grievance Procedure in Article III of the Board/BREA Agreement.

c. Application of Disciplinary Actions

Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the rules which are violated (see Regulations overview). Group I Rules are concerned with major areas of personal conduct, are areas of serious consequence and violations should never be condoned. Prompt and effective action is required of all supervisors and administrators.

- Group I Rules Violation

1st offense: Suspension or discharge

2nd offense: Discharge

Violations of Group II Rules, though somewhat less serious, warrant prompt attention and correction by all supervisors and administrators.

- Group II Rules Violation

1st offense: Verbal warning

2nd offense: Written warning

3rd offense: Suspension

4th offense: Dismissal

The disciplinary actions described above represent the maximum penalty for the offense listed. A margin of reason and discretion will always be left to the individual supervisor/administrator. Each case should be judged individually, with such factors as length of service, performance record, attendance, attitude, etc. being taken into consideration when evaluating the employee's total record.

- Responsibility
Supervisors and administrators will be responsible for initiating remedial actions necessary to correct, improve and promote proper employee behavior. Consultation and guidance for uniform application of this policy is to be obtained from the Superintendent or his designee prior to issuing written warnings.
- Documentation Procedure
Supervisors and administrators must notify the Superintendent or his designee of all verbal warnings. In the case of a written warning of suspension notification, the Superintendent or his designee will review and approve the documentation prior to the distribution to the employee. One copy is to be retained by the supervisor/administrator, one copy given to the employee, and one copy forwarded to the Personnel Office for inclusion in the employee's Personnel file. Any written document should contain the employee's signature. If the employee refuses to sign the document, a notation "employee refused to sign" must be made. Any employee who feels he or she has been treated unfairly in the discipline process may seek redress via the appropriate channels.

3. SEPARATION

a. Overview

Continuity of employment has always been a major objective of the school district. Employees are recognized as valuable assets, and it is hoped that employees view their jobs as something of personal value. For these reasons, it is the policy of the Bridgewater-Raritan Regional School District to make every practical effort to select and place individuals in jobs suited to their skills and abilities, in order to avoid voluntary or involuntary separation. The school district recognizes, however, that separation will occur as a result of resignation, discharges, health, reduction-in-force or retirement. All employees will be treated equitably when terminating employment with the Bridgewater-Raritan School District.

- U. During the life of this Agreement, the Board and the Association will form a committee to study the mission, feasibility, goals, form, function, and implementation of site-based decision-making in the Bridgewater-Raritan School District.

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 a current roster of employees (as of September 1).
 3. By September 30 of the contract year one (1) copy of the names and addresses of all 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 meetings.
 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 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 the 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. Permission of the building principal or designee shall be required. The Association will pay for any damage incurred, loss, or theft of borrowed property. Such permission shall not be withheld unreasonably.
- D. The Association shall have, in each school building, space on the bulletin board in each staff lounge. The location of Association bulletin board space in each staff lounge shall be agreed upon mutually by the Association and the building principal. Materials to be posted shall be in good taste.
- E. 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.
- F. 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 employees and to no other comparable employee organizations.

- G. Whenever any representative of the Association or any employee 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. Service Personnel shall make up work time as agreed by the employee and his/her supervisor or have a deduction in pay.
- H. The following Association personnel shall be released from all non-teaching duties during the school year: President, Grievance Chairperson, and Negotiations Chairperson. Chief Association Representatives in each high school and each middle school shall be released from one non-instructional duty period each day and shall have no homeroom or be assigned other duty during homeroom.
- I. Non-certified members of the Bridgewater-Raritan Education Association, Inc. who serve on Bridgewater-Raritan Education Association, Inc. governance bodies shall be permitted to attend the regular and special meetings of those bodies, at the time they customarily meet, 4 P.M., without loss of pay. Service Personnel shall make up work time as agreed by the employee and his/her supervisor or have a deduction in pay.

ARTICLE VI

Employee's Work Year

- A. The teacher work year shall have one hundred eighty-four (184) student instructional days with one (1) day immediately preceding the opening of school. Personnel new to the school district may be required to attend an additional five (5) days of orientation prior to the opening of school. Teachers who have not completed required administrative and clerical responsibilities will be required to return on the day after school closes.
- B.
 - 1. The guidance counselors' work day will remain the same as current practice and work year will be the same as the teachers' work year. Counselors will work two (2) days between the close of schools and June 30th. Counselors will work five (5) consecutive work days during the summer months at a time mutually agreeable with their building principal. Counselors will receive the stipend (Appendix B) and one (1) additional cumulative sick day per contract year. The Curriculum Reading Specialists' work year shall be the same as the teachers' work year. They may be requested to work between September 1 and the opening of school and those days between the close of school and June 30. Said additional days shall be compensated at the rate of 1/200th of the employee's salary. Psychologists work year and work day will be the same as the teacher work year and day.
 - 2. Teachers may be required to arrive one (1) period before or to depart one (1) period after normal arrival/departure

provided the total in-school work day is no longer than the normal in-school work day. In choosing personnel to teach the early or late period, consideration shall first be given to those teachers who volunteer for the assignment. Teachers who are scheduled for early arrival will be compensated for "waiting time" if they are required to attend after-school meetings. Compensation shall be at the rate currently paid for class coverage. Meeting time for teachers who are scheduled for late arrival will be at the start of the individual's work day. The normal in-school total for traveling teachers shall be based on the normal in-school total in the building to which the employee first reports.

- C. Any school days not held due to snow or other emergency closing, which exceed the number necessary to achieve the state requirement, shall be made up and be considered as part of the total school year.
- D. Major changes in the school calendar shall be finalized by the Board after consultation with the Educational Council.
- E. THE FOLLOWING PROVISIONS REFER TO SECRETARIAL/CLERICAL AND SERVICE PERSONNEL:
 - 1. Work Week
 - a. Secretarial/Clerical

	Weeks/year	Hours/week*	Days/Year
12-month employees	52	37-1/2	260
11-month employees	47.6	37-1/2	238
10-month employees	43.2	37-1/2	216

*35 hours per week during Christmas and Easter vacations and from July 1 to September 1.

Present eleven (11) month secretaries to the elementary and middle school principals, if requested by the Board, may choose to extend to a twelve (12) month work year.

- b. Service Personnel
 - The normal work week is eight hours per day, five days per week or forty hours per week.
 - 2. Overtime
 - a. Secretarial and Custodial
 - Overtime requires prior approval of the immediate supervisor and the Personnel Office. Overtime requests shall be received by the Personnel Office at least 24 hours in advance of the anticipated overtime. In cases of emergency the 24 hour notification shall be

waived. The emergency shall be determined by the individual's superior in consultation with the Personnel Office.

Overtime after 8 hours per day-40 hours per week, will be paid at one and one-half times hourly rate.

b. Custodial

Overtime will be assigned on an equitable rotation basis to and among the employees regularly assigned to the building in question, except in order to comply with State Black Seal license requirements; in which event, overtime will be offered to a licensed employee in that building, or if necessary, to another licensed employee of the school district. Any employee not wishing to work overtime may so inform his/her supervisor and thereafter will be eliminated from overtime assignment, except that no employees may refuse overtime in emergency situations or, where the school premises will be left unattended or understaffed by refusal of overtime.

3. Holidays

Full-time contract employees are entitled to a minimum of fourteen (14) paid holidays - thirteen (13) listed here and one or possibly two days based upon past practices of the Board:

Independence Day, Labor Day, two NJEA Convention Days, Thursday and Friday of Thanksgiving, Two Christmas Days, One New Year's Day, Martin Luther King Day, President's Holiday, Good Friday and Memorial Day.

4. Vacations

a. 6 months service or less - 0

b. 7 months - 11 months service - 5-9 working days as of June 30

c. One year of continuous service as of June 30

- 12 month employees 10 working days

- 11 month employees 9 working days

- 10 month employees 8 working days

d. Three years of continuous service as of June 30

- 12 month employees 11 working days

- 11 month employees 10 working days

- 10 month employees 9 working days

e. Five years of continuous service as of June 30

- 12 month employees 13 working days

- 11 month employees 12 working days

- 10 month employees 11 working days

f. Six years of continuous service as of June 30

- 12 month employees 14 working days

- 11 month employees 13 working days

- 10 month employees 12 working days

g. Eight years of continuous service as of June 30

- 12 month employees 15 working days

- 11 month employees 14 working days

- 10 month employees 13 working days
- h. Ten to fifteen or more years of continuous service as of June 30
 - 12 month employees 17-22 working days
 - 11 month employees 16-21 working days
 - 10 month employees 15-20 working days
- i. Twenty or more years of continuous service as of June 30
 - 12 month employees.....23 working days
 - 11 month employees.....22 working days
 - 10 month employees.....21 working days

Vacation time shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld at anytime, or withheld if it would mean loss of vacation days.

Service Personnel vacations may be taken at times other than the normal summer vacation period provided at least thirty (30) days advance notice is given. Such vacation, however, must be approved by the Plant Engineer, and must not cause any disruption of normal operations, nor incur additional costs to the Board of Education.

5. Emergency Closing

Dependent upon the nature of the reason for the emergency closing of a particular school or the district's schools, all salaried employees are expected to report for work and shall promptly report their arrival to the Personnel Office. On days when schools are closed because of weather conditions which result in extremely hazardous travel, personnel shall be notified that they are not expected to report for work. Such notification shall be made to the members of the Association at the time the school closing notification call system is instituted and all personnel should insure that they are listed on the individual school calling list.

Absence of personnel on such days when they are expected to work should be reported in the usual manner.

Secretarial personnel shall have the right to use vacation days in the event that they are unable to report to work.

**ARTICLE VII
Non-Teaching Duties**

- A. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and their energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees, within reasonable limits, to provide the necessary services so that teachers will be relieved of

non-teaching duties which can be better performed by clerical or custodial personnel.

The parties agree that the Board shall continue to provide one (1) Teacher Aide per K-8 school throughout the life of the Agreement.

- B. Teachers shall not be required to keep registers or move furniture or equipment of a heavy nature from room to room.
- C. Teachers shall not be required to collect money from students for lunch.
- D.
 1. Any teacher employed in both morning and an afternoon session shall be entitled to a duty-free lunch period during the hours normally used for lunch periods in the school; such duty-free lunch period shall not be less than 30 minutes except in a school where the lunch period for pupils is less than 30 minutes, in which case the duty-free lunch period shall be not less than the lunch period time allowed pupils.
 2. Teachers may leave the building without requesting permission during their scheduled duty-free lunch period. Teachers will sign in and out.
 3. Teachers may, for substantive reasons, be granted permission by the building principal or a designee to leave the building during their preparation period. Such permission will not be unreasonably denied. Teachers upon receiving said permission will sign in and out.
- E. The Board agrees to hire a sufficient number of assistants to replace elementary (K-8) teachers in cafeteria and playground duty and high school teachers in bus, traffic, parking lot, and canteen duty and to assist and replace teachers in non-teaching duties wherever feasible.
- F. So long as there are sufficient volunteers, chaperoning of after school activities will continue to be handled on a volunteer basis.
- G. Teachers may be required to attend up to three (3) faculty meetings per month. Faculty meetings will be scheduled on Mondays. District-wide meetings shall also be scheduled on Mondays. Committee meetings shall be in addition to the above three (3) meetings and shall be scheduled on days determined by the committee members. Employees required to travel to meetings will receive mileage reimbursement at the rate per mile set per Board Policy #4051.1(a)(7).

ARTICLE VIII Salaries

- A. The salaries of all employees covered by this Agreement are set

forth in Appendix A which is attached hereto and made a part thereof. Hourly clerk-typists are to submit monthly time sheets. Time sheets are to be certified by the immediate supervisor and sent to the Personnel Office for processing and then to the Payroll Department.

- B. 1. Credit on the Teacher's Salary Guide shall be given for previous teaching experience in a duly accredited school upon employment at the discretion of the Superintendent of Schools. Upon employment, credit shall be given not to exceed four (4) years for military experience and not to exceed two (2) years for Peace Corps, VISTA, National Teachers Corps, or work and time spent on a Fullbright Scholarship.
 - 2. Credit on the Secretarial and Clerical Salary Guide shall be as follows:
 - a. Upon employment, credit for previous secretarial and clerical experience outside the district will be given at the discretion of the Superintendent or his designee
 - b. Hourly and substitute clerk-typists who may be placed under contract may receive credit for part-time experience in the district at the discretion of the Superintendent or his designee and may also receive the same experience factor for vacation purposes.
 - c. Advancement should be encouraged by providing for promotions to a higher job classification. Such advancement shall be compensated by lateral placement on the guide.
 - 3. Credit for new Service Personnel of up to two (2) years previous experience may be given at the time of employment. Exceptional candidates experience may be granted by the Superintendent.
- C. 1. All employees shall be paid semi-monthly installments on the 15th and last day of the month during the employees' work year. Checks dated for the pay date will be distributed at the end of the school day preceding the pay date.
 - 2. Employees may individually elect by July 1 of the current year to have ten (10) percent of their monthly salary deducted from their pay and paid to a savings bank depository designated by the Association. The Board will issue one check at the time of the distribution of the last check of each month to the depository for the total amount withheld from all the employees making such election. Upon issuance of such check and forwarding to the depository, the Board shall have no further responsibility for the funds or their disposition or allocation, and thereafter the Association will be responsible for all aspects of the administration of the plan. At the time the first deposit check is issued, the Board will submit to the savings depository a list of the names of the employees participating in the plan with the amounts withheld from each participant, and will also advise the depository from

time to time of revision necessitated by changes in staff or salary.

3. When the pay date falls on or during a school holiday, vacation or weekend, the pay date shall be the last previous working day.
4. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June provided they have completed all professional responsibilities.
5. Service Personnel officially transferred to a higher position for a minimum of thirty (30) calendar days shall be paid the pro-rated differential computed from the first day on the job.

- D. 1. The teacher is eligible for reimbursement of one hundred percent (100%) of the accredited courses up to eighteen (18) credits in a school year, but no more than six (6) credits in a semester when school is open, based on the New Jersey State College tuition rates upon successful completion of all graduate courses. Courses required for certification may not be eligible. Courses relevant to a teacher's role, carrying only undergraduate credit shall be reimbursed at the discretion of the Superintendent. Courses in general supervision, e.g., Principles of Supervision and courses in General School Administration that are not related to the teacher's certification shall not be reimbursed.
2. To be eligible for reimbursement courses taken must have either a present or expected future relation to the teacher's present or reasonable foreseeable area of competence.
 3. Secretarial employees shall be reimbursed for all expenses incurred up to a maximum of \$5000 (total for all employees) for attending workshops, adult school courses, college courses and seminars related to the individual's job assignment upon written request to and the approval from the Manager of Personnel Services.
 4. Secretarial employees shall receive a stipend for college credits earned after September 1, 1990, at the following rates:

Six (6) credits.....	\$300
Twelve (12) credits.....	\$600
Eighteen (18) credits.....	\$900

All courses must have prior approval by the Superintendent or his designee. All requests must be submitted in writing and must be related to the job description. Reimbursement will be in accordance with Article VIII.H.

- E. Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all

such travel at the rate per mile set forth in Board policy #4051.1 (a)(7) for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the employee's home to the first location or from employee's last location to home is greater than the distance between the employee's home and base school, the employee shall be reimbursed for the difference at the rate per mile set forth in Board policy #4051.1 (a)(7).

- F. Employees shall be notified of their contract and salary status for the ensuing year no later than April 30.
- G. Teachers who earn salary level changes by September 1 shall be compensated for the earned salary level change effective as of said date, provided the request is submitted no later than October 10. Teachers who earn salary level changes by February 1 shall be compensated for the earned salary level changes effective as of said date, provided the request is submitted no later than March 10.
- H. The deadline for application for reimbursement of tuition payment shall be March 10 for the fall semester, July 10 for the spring semester and October 10 for the summer session. Payment of tuition reimbursement shall be made by the first of the month following the deadline date. Applications for reimbursement that are submitted after the deadline date shall not be considered until the next subsequent date.

ARTICLE IX Employees' Facilities

- A. The Board agrees to provide the following facilities:
 - 1. A furnished room which shall be for the use of employees as a staff lounge, except in schools of eight (8) rooms or less.
 - 2. A pay telephone in each school and a private inter-school telephone with out of school service connections for parent/teacher communications in the elementary schools.
 - 3. A serviceable desk, chair, and filing cabinet for the exclusive use of each teaching staff member where feasible.
 - 4. A communication system so that teachers can communicate with the office from their classrooms in each school containing eight (8) rooms or more.
 - 5. Clean employee lavatories separate from students' lavatories.
 - 6. Copies, exclusively for the use of the teacher, of all texts used in each of the courses the teacher is to teach.
 - 7. Chalkboard space in every classroom where needed.
 - 8. At least one unabridged dictionary in every school.

- B. The Board agrees to air condition staff lounges in all school buildings.

ARTICLE X
Sick Leave

- A. All employees shall be entitled to sick leave days each school year with pay as of the first official day of said school year whether or not they report for duty on the day as follows:
- 12 month employees 14 working days
 - 11 month employees 13 working days
 - 10 month employees 12 working days
- Any of the unused sick leave days shall be accumulated from year to year with no maximum limit. Any unused temporary leave days (Article XI, Paragraph A, Section 6) shall be accumulated from year to year as sick leave days up to a maximum of fifteen (15) days for any given year.
- B. Previously accumulated unused sick leave days in Bridgewater-Raritan Regional School District will be restored to all returning employees except when compensated under Article X.H.
- C. Employees hired on a normal full-time contract basis but who, because of the date of start 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. An employee who has exhausted his/her sick leave because of prolonged illness may, on a case by case basis, have additional absences due to illness deducted at the following rates:
- Certified personnel - actual substitute teacher rate per day
 - Secretarial/clerical personnel -- applicable hourly rate at Step I of the appropriate guide
 - Service personnel -- hourly rate, Step I, Custodian II.
- The Superintendent may on a case by case basis recommend to the Board that the above deductions be waived in extenuating circumstances.
- E. Teachers employed in the summer program shall be granted non-accumulated sick leave as follows:
- Four (4) weeks session -- one (1) day
 - Six (6) weeks session --two (2) days
- F. All employees will be given a written accounting of accumulated sick leave by the first day of school.
- G. 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.

- H. Upon the termination of the employment of an employee by retirement or vesting as defined by either TPAF or PERS, the Board of Education shall compensate the employee for unused accumulated sick leave upon the following basis:
1. One (1) day for every three (3) days of unused accumulated sick leave to a maximum of ninety (90) paid days; provided, however, that compensation for unused accumulated sick leave shall not exceed the following amounts for any employee retiring in 1993-94 (July 1, 1993 - June 30, 1994):

Teachers	\$15,000
Secretaries	\$ 9,500
Service Personnel	\$ 9,500
 2. The compensation rate for teachers shall be 1/200th of the salary of the teacher at the time of retirement.
 3. The rate for other employees (secretarial and service personnel) shall be the per diem rate based on the salary of the employee at the time of retirement. (See Article VI.E.1.a.)

ARTICLE XI
Temporary Leave of Absence

- A. As of the beginning of the current school year, employees shall be 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 immediate supervisor.
 2. Graduation exercises of the employee, children and spouse.
 3. Required appearance in court.
 4. As may be required to meet the beginning or ending dates of NSF institutes, etc.
 5. Attendance of Association representatives at conferences and conventions of state and national affiliated organizations. (The combined total for all Association representatives shall not exceed nine (9) days.)
 6. Employees shall be granted two (2) temporary leave days for legal business and/or family matters. If, on any one (1) day, requests for a temporary leave day of a personal nature exceed seven percent in a building or, in the case of buildings in which there are fewer than twenty (20) employees, these requests exceed two (2) employees, the Superintendent may deny or postpone requests beyond the above limitations. Such denial shall be subject to grievance procedures. Requests over the maximum percentage allowed, may be submitted for extraordinary reasons and shall not be unreasonably denied.

Verification of circumstances of such requests may be requested.

7. 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.
8. 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 paragraph A.7. and A.8. above, at least twenty-four (24) hours notice shall be given in requesting a leave day through the building principal or immediate supervisor. Lacking such notice, the absence will be considered unauthorized and will be deducted at a daily rate of 1/200 of the annual salary for teachers, and one day's salary as specified in Article VI.E.1.a. for Secretarial/Clerical and Service Personnel. The immediate supervisor for Service Personnel shall be defined as follows:
 - a. Principal in the case of school custodians
 - b. Plant Engineer in the case of all non-school custodians
 - c. Plant Engineer in the case of maintenance personnel
 2. Temporary leave days described in Paragraph A.6. 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 the grievance procedure.
- B. Two (2) days may be granted to teaching staff members upon request to the office of the Superintendent of Schools for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
- 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; father-in law and mother-in-law).
- D. Extensions to any temporary leaves of absence referred to in

Section A, B and C as outlined above may be made at the discretion of the Superintendent of Schools.

- E. A regularly appointed employee 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.
- G. Each secretary shall be granted two (2) floating emergency snow days per year.

ARTICLE XII Extended Leave of Absence

- A. A leave of absence without pay for up to two (2) years shall be granted to any tenured teacher 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 teacher on tenure may be granted a leave of absence without pay for up to two (2) years to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any employee 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 tenured employee 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 school year for teachers. Benefits for the period from July 1 to the commencement of school to be reimbursed to the Board, at discretion of Board, should employee not return as announced. The Board may require a statement from the

employees physician regarding the employees physical condition. The maximum of any maternity leave will be two (2) years. Employees on leave shall notify the Board of intent to return by November 30 for mid-year returns and March 1 for end of year returns.

2. Subject to the same notice and medical certification requirements stated in D.1. a leave of absence without pay for maternity shall be granted to any non-tenured employee not to extend beyond the end of the contract year in which the leave is granted.
 3. A teacher on maternity leave shall have the opportunity to substitute in the Bridgewater-Raritan Regional School District in the area of the teachers certification at the discretion of the Superintendent of Schools.
 4. Any tenured employee adopting an infant child may be granted a leave of 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 adoption.
- E. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.
- F. 1. Upon returning from leave granted pursuant to Section A, B, C of this ARTICLE, an employee shall be considered as if actively employed by the Board during the leave, shall be placed on the salary schedule at the level that would have been achieved if the employee had not been absent, and shall receive credit toward longevity. An employee shall not receive increment credit for time spent on a leave granted pursuant to Sections D and E of this ARTICLE.
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. Teachers shall be assigned within the scope of certification as determined by the State Board of Examiners.
- 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 of Schools.

ARTICLE XIII **Sabbatical Leave**

- A. A sabbatical leave of absence may be granted for the following reasons:
1. Further education toward a degree beyond the bachelors degree with particular consideration given in those areas of university residency requirements of one year or unusual

circumstances (e.g., government grant, authoring a textbook, research or study) indicated to be beneficial to the school district.

2. Travel of an educational nature which the applicant can indicate will enhance performance as a teacher.
-
- B. If there are sufficient qualified applicants, sabbatical leaves shall be granted by the Board of Education to a maximum of four (4) teachers for 1992-93 and two (2) teachers for 1993-94, upon the recommendation of the Superintendent of Schools.
 - C. Requests for sabbatical leave must be received by the Superintendent in writing on forms as designated by the Board of Education no later than January 15, and action must be taken on all such requests no later than the third week of March of the school year preceding the school year for which the sabbatical leave is requested.
 - D. The teacher must have completed at least seven (7) full school years of service in the Bridgewater-Raritan Regional School District, the last five (5) of which must have been consecutive.
 - E. A teacher on sabbatical leave for a full school year will be paid by the Board at seventy-five percent (75%) of the salary rate which would have been received if the teacher had remained on active duty.
 - F. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which would have been achieved had the teacher remained actively employed in the system during the period of this absence.
 - G. Any teacher 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 (1/2) 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 teacher, the teacher will agree, by signing a promissory note before being granted the leave, to remit to the Board of Education the monetary amount equal to the time not served.
 - H. No teacher who has been previously granted to take a sabbatical leave of absence shall be entitled to another sabbatical leave until the teacher has completed an additional seven years of service in the Bridgewater-Raritan Regional School District from the time of the completion of the previous sabbatical.

ARTICLE XIV
Insurance Protection

- A. The Board of Education agrees that for the current contract year it will provide individual and full family health-care insurance coverage for all employees in the defined unit through the New Jersey Public and School Employees Benefits Program which shall include:
 - 1. Blue Cross
 - 2. Blue Shield
 - 3. Major Medical
 - 4. Rider J
- B. The Board agrees to provide a family dental plan for all employees in the bargaining unit. Such program shall be the non-deductible UCR Dental Plan V as described by New Jersey Dental Service Plan, Inc. proposal dated January 4, 1983.
- C. 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.
- D. The Board shall request the carrier to provide to each employee 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.
- E. The Board shall give written notification at the time of hiring all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.
- F. 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.
- G. 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.

ARTICLE XV
Deduction From Salary

- A. The Board agrees to deduct from the salaries of its employees dues for the Bridgewater-Raritan Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one of any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:1 4-15.9e) 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 Bridgewater-Raritan Education Association by the 15th of each month following monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing on the proper form.
- B. 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.
- C. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
- D. The filing of notice of an employee'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.
- E. The Board agrees to provide for voluntary deductions from salary for the tax sheltered annuity program and The Somerset County Teachers' Federal Credit Union. No change in existing carriers will be made without mutual agreement between the Board and the Association.

ARTICLE XVI
Promotions

- A. **Certified Staff**
Promotional positions are defined as positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility. All vacancies in promotional positions shall be published by means of a notice which shall be posted in each school. A copy of said notice shall be given to the Association at the time of posting. The notice of

vacancies in promotional positions shall clearly set forth the qualifications for the position, its duties, and the rate of compensation.

B. Secretarial/Clerical Staff

Announcement of each secretarial or clerical opening in the district, including positions requiring secretarial and clerical skills not covered by this Agreement, shall be publicized by means of a notice which shall be posted in each district building. Such notice shall indicate the title and location of the position, the salary, and a brief description of duties. All qualified applicants shall be given adequate opportunity to apply for the vacancy.

C. Service Staff

Salaried service personnel of the school district staff, when qualified, are to be given first consideration for promotions.

**ARTICLE XVII
Substitutes**

- A. The Board agrees to provide substitutes for absences of classroom and special area teachers. In those cases where regular substitutes are not available such coverage shall be arranged by the principal or a designee and shall be distributed as equitably as possible among the teachers in the school. Each teacher required to cover a class or any portion thereof shall be compensated at the rate of \$23 per period (grades 6-12) as applicable. In the elementary schools, teachers shall be compensated for coverage on a pro-rated basis of a rate equal to \$138 per day.

**ARTICLE XVIII
Representative Fee**

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all such employees.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.
- C. The representation fee shall be in an amount equal to 85% of

the regular Association membership dues, fees, and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

- D. For the purpose of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- E. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:1 5A-5.4(2)(c) and (3) (1.1979, c.477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- F. This provision is to apply to all employees of the bargaining unit employed twenty hours or more per week.

ARTICLE XIX Miscellaneous Provisions

- A. This Agreement constitutes a 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. If any provision of this Agreement or any application of this to any employee or group of employees 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.
- C. Any employee contract between the Board and an individual employee hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. Nothing in this Agreement shall be construed as indicating that the Association or the Board waives its rights with respect to

the future negotiability or nonnegotiability of items of terms and conditions of employment with respect to successor agreements.

- E. Copies of the Agreement shall be reproduced at the expense of the Board and presented to all employees.
- F. Whenever any 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 do so by telegram or registered letter at the following addresses:
 - 1. If by Association to Board at 836 Newmans Lane, P.O. Box 6030, Bridgewater, N.J. 08807-0030.
 - 2. If by board to the President of the Association at the appropriate address as filed with the Board of Education.

ARTICLE XX
Management Rights

- A. Subject to the express provisions of the 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 XXI

Duration of Agreement

- A. This Agreement shall be effective as of **July 1, 1992** except as herein provided and shall continue in effect through **June 30, 1994**. Both parties further agree to meet prior to May 1, 1993, to discuss the option of extending this Agreement through June 30, 1995. 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, on the day and year first above written.

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

**BRIDGEWATER-RARITAN
REGIONAL BOARD OF EDUCATION**

BY:
Robert Braun, President

Florence Russo, Secretary

Richard Rowe
Negotiations Chairperson

BY:
Christine Rose, President

James Cardaneo, Board Secretary

Nils-Peter Nelson
Negotiations Chairperson

Appendix A-1
TEACHERS' SALARY GUIDE

1992-93

1992-1993												
	BA	BA +15	BA+30	BA+45*	MA	MA+15	MA+30	MA+45	MA+60	MA+75*	DR	
STEP 00	27,227	28,101	29,127	29,641	30,184	30,999	32,056	32,871	33,687	34,200	34,743	
STEP 0	28,303	29,178	30,204	30,717	31,260	32,075	33,132	33,947	34,763	35,276	35,820	
STEP A	29,470	30,343	31,369	31,883	32,426	33,241	34,298	35,113	35,928	36,442	36,985	
STEP B	30,511	31,388	32,414	32,927	33,470	34,286	35,343	36,158	36,973	37,486	38,030	
STEP C	31,556	32,431	33,457	33,971	34,514	35,330	36,386	37,201	38,016	38,530	39,073	
STEP D	32,601	33,477	34,504	35,016	35,560	36,375	37,432	38,248	39,063	39,576	40,120	
STEP E	33,645	34,520	35,547	36,060	36,604	37,419	38,475	39,291	40,106	40,620	41,163	
STEP F	35,292	36,150	37,157	37,660	38,193	38,992	40,028	40,827	41,627	42,131	42,663	
STEP G	37,586	38,465	39,497	40,012	40,559	41,378	42,450	43,259	44,079	44,594	45,141	
STEP H	40,012	40,887	41,914	42,427	42,971	43,786	44,843	45,659	46,474	46,987	48,738	
STEP I	42,626	43,501	44,528	45,042	45,585	46,400	47,456	48,271	49,087	49,601	50,144	
STEP J1	46,332	47,254	48,350	48,866	49,480	50,348	51,479	52,347	53,216	53,733	54,346	
STEP J	50,038	51,007	52,171	52,691	53,375	54,297	55,501	56,423	57,345	57,865	58,548	
LONG	53,494	54,520	55,755	56,274	57,032	58,008	59,285	60,263	61,240	61,759	62,514	

- Notes:
1. All teachers will be placed on guide.
 2. Any satisfactorily completed graduate courses will be applied to these levels.
 3. Longevity at the beginning of the 20th year of service in education.
 - * 4. Staff development incentive guides; approved courses only; effective July 1988.

Appendix A-1
TEACHERS' SALARY GUIDE

1993-94

1993-1994											
	BA	BA +15	BA+30	BA+45*	MA	MA+15	MA+30	MA+45	MA+60	MA+75*	DR
STEP 00	27,772	28,663	29,710	30,234	30,788	31,619	32,697	33,528	34,360	34,884	35,438
STEP 0	28,869	29,761	30,808	31,332	31,886	32,717	33,795	34,626	35,458	35,982	36,536
STEP A	30,059	30,950	31,996	32,520	33,074	33,906	34,983	35,816	36,647	37,171	37,725
STEP B	31,121	32,015	33,062	33,586	34,140	34,972	36,050	36,881	37,712	38,236	38,790
STEP C	32,187	33,080	34,126	34,650	35,204	36,036	37,114	37,945	38,777	39,300	39,854
STEP D	33,253	34,146	35,194	35,716	36,272	37,103	38,181	39,013	39,844	40,368	40,922
STEP E	34,317	35,210	36,258	36,781	37,336	38,167	39,245	40,077	40,908	41,432	41,986
STEP F	35,997	36,873	37,900	38,414	38,957	39,772	40,829	41,644	42,460	42,973	43,517
STEP G	38,337	39,235	40,287	40,813	41,371	42,206	43,500	44,124	44,960	45,486	46,044
STEP H	40,812	41,705	42,753	43,275	43,830	44,662	45,740	46,572	47,403	47,927	48,980
STEP I	43,478	44,371	45,419	45,942	46,497	47,328	48,406	49,237	50,069	50,593	51,147
STEP J1	47,634	48,581	49,708	50,239	50,870	51,762	52,924	53,817	54,711	55,242	55,872
STEP J	51,790	52,792	53,997	54,535	55,243	56,197	57,443	58,398	59,352	59,890	60,597
LONG	56,169	57,246	58,543	59,088	59,883	60,909	62,249	63,276	64,302	64,847	65,639

Notes: 1. All teachers will be placed on guide.

2. Any satisfactorily completed graduate courses will be applied to these levels.

3. Longevity at the beginning of the 20th year of service in education.

*4. Staff development incentive guides; approved courses only; effective July 1988.

Appendix A-2
Secretarial Salary Guides

1992-93

12 Month					
1992-93					
	Sec I	Sec II	Sec III	Sec IV	Sec V
Step 1	20,379	19,405	18,400	16,299	15,019
Step 2	21,283	20,308	19,303	17,202	15,923
Step 3	22,231	20,589	19,945	18,154	16,876
Step 4	23,207	22,234	20,607	19,131	17,853
Step 5	24,308	23,334	21,601	19,748	18,954
Step 6	25,261	24,287	22,536	20,365	19,906
Step 7	28,470	26,934	25,562	22,818	21,960
Long	32,400	31,200	29,970	27,310	25,680

11 Month					
1992-93					
	Sec I	Sec II	Sec III	Sec IV	Sec V
Step 1	18,957	18,051	17,117	15,161	13,972
Step 2	19,798	18,891	17,956	16,001	14,812
Step 3	20,700	19,171	18,572	16,902	15,714
Step 4	21,609	20,703	19,187	17,814	16,623
Step 5	22,853	21,938	20,309	18,567	17,757
Step 6	23,749	22,834	21,188	19,146	18,716
Step 7	26,762	25,318	24,028	21,449	20,642
Long	30,083	28,829	27,694	25,185	23,654

10 Month					
1992-93					
	Sec I	Sec II	Sec III	Sec IV	Sec V
Step 1	18,439	17,608	16,750	14,957	13,865
Step 2	19,211	18,692	17,522	15,729	14,637
Step 3	20,039	18,637	18,087	16,557	15,464
Step 4	20,874	19,734	18,650	17,391	16,299
Step 5	21,355	20,693	19,115	18,542	17,177
Step 6	22,627	21,796	20,300	19,705	18,052
Step 7	25,908	24,510	23,261	20,764	19,984
Long	28,441	27,431	26,407	24,120	22,726

Note: Longevity at 12 years of service.

Appendix A-2
Secretarial Salary Guides

1993-94

12 Month					
1993-94					
	Sec I	Sec II	Sec III	Sec IV	Sec V
Step 1	21,194	20,181	19,136	16,951	15,620
Step 2	22,134	21,120	20,075	17,890	16,560
Step 3	23,120	21,413	20,743	18,880	17,551
Step 4	24,136	23,123	21,431	19,896	18,568
Step 5	25,280	24,268	22,465	20,538	19,712
Step 6	26,271	25,259	23,438	21,180	20,702
Step 7	29,808	28,200	26,763	23,890	22,992
Long	34,101	32,838	31,543	28,744	27,028

11 Month					
1993-94					
	Sec I	Sec II	Sec III	Sec IV	Sec V
Step 1	19,715	18,773	17,801	15,676	14,531
Step 2	20,590	19,647	18,674	16,641	15,405
Step 3	21,528	19,938	19,315	17,578	16,342
Step 4	22,474	21,531	19,954	18,526	17,288
Step 5	23,767	22,815	21,121	19,310	18,467
Step 6	24,699	23,748	22,035	19,912	19,464
Step 7	28,100	26,584	25,229	22,521	21,674
Long	31,888	30,559	29,356	26,696	25,073

10 Month					
1993-94					
	Sec I	Sec II	Sec III	Sec IV	Sec V
Step 1	19,177	18,313	17,420	15,556	14,420
Step 2	19,979	19,440	18,223	16,358	15,222
Step 3	20,840	19,382	18,810	17,219	16,082
Step 4	21,709	20,523	19,396	18,087	16,951
Step 5	22,210	21,521	19,880	19,284	17,864
Step 6	23,532	22,668	21,112	20,493	18,774
Step 7	27,203	25,736	24,424	21,802	20,983
Long	30,148	29,077	27,992	25,567	24,089

Note: Longevity at 12 years of service.

Appendix A-2
Hourly Secretarial Salary Guide

	1992-93	1993-94
Step 1	8.60	8.90
Step 2	8.80	9.10
Step 3	9.18	9.43
Step 4	9.55	9.75
Step 5	10.08	10.30
Super Max	11.33	11.60

Appendix A-3

Service Personnel Salary Guides

	1992-93		1993-94	
	Cust I	Cust II Maint	Cust I	Cust II Maint
Step 00	21,815	18,620	22,470	19,180
Step 0	22,528	19,334	23,204	19,914
Step 1	23,187	20,009	23,882	20,609
Step 2	23,334	20,162	24,034	20,767
Step 3	24,126	20,607	24,849	21,225
Step 4	25,056	21,662	25,808	22,312
Step 5	25,612	22,358	26,509	23,141
Step 6	26,455	23,061	27,381	23,868
Step 7	29,097	25,410	30,260	26,427
Long	31,739	26,921	33,485	28,402

- Notes:
1. Longevity at 10 years of service.
 2. All Service Personnel will be placed on guide.
 3. Lab Technicians are paid according to Custodian I salary guide.

Appendix A-3
BSIA SALARY GUIDE

Basic Skills Instructional Assistants

BSIA				
	1992-93		1993-94	
	DEG	NON	DEG	NON
STEP 00	14975	13614	15275	13886
STEP 0	15567	14152	15878	14435
STEP 1	16209	14735	16532	15030
STEP 2	16781	15256	17117	15561
STEP 3	17356	15778	17703	16094
STEP 4	17931	16301	18289	16627
STEP 5	18505	16823	18874	17159
STEP 6	19411	17646	19798	17999

Notes:

1. Degree 55% of steps 00 through 6 of the BA Guide.
2. Non-degree 50% of steps 00 through 6 of the BA Guide.
3. The appropriate percentage of the sixth step of the BA Guide shall constitute the maximum rate paid.
4. As a one time settlement, in the first year of this agreement, each BSIA staff member will receive, in addition to the monies generated by applying the agreed upon percentages, an additional payment of \$806.00.

During the second year of the agreement, in addition to the monies generated by applying the agreed upon percentage, each BSIA staff member will receive a payment of \$1,580.00.

These additional payments are for the life of this agreement only.

STIPENDS

**Appendix A
Notes**

	<u>1992-93</u>	<u>1993-94</u>
Head Custodian		
Elementary	1,590	1,638
Middle School	2,648	2,727
High School	3,707	3,818
Night Foreman	1,591	1,639
Grounds Foreman	2,648	2,727
Boiler License	1,141	1,175

**Appendix B
Guidance Counselors' Stipend**

Guidance		
First Year	1,490	1,535
Second Year	1,775	1,829
Third Year	2,030	2,091
Head Counselor	3,530	3,636
Student Assistance Counselor	1,634	1,683

**Appendix C
Extracurricular Compensation**

BA Step 1992-93 = \$29,470
BA Step 1993-94 = \$30,059

A. Athletic Activities

Group A (19% BA,A)

Football	5,599	5,711
Basketball		
Wrestling		
Lacrosse		

Group B (17% BA,A)

Baseball	5,010	5,110
Softball		
Soccer		
Track		

C. Non Athletic	<u>92-93</u>	<u>93-94</u>
Publications - High School		
Newspaper Editorial Advisor	2,651	2,731
Newspaper Business Advisor	1,670	1,720
Yearbook Editorial Advisor	2,651	2,731
Yearbook Business Advisor	1,670	1,720
Literary Magazine	1,238	1,275
Publication - Middle School		
Newspaper	1,060	1,092
Yearbook	1,133	1,167
Class Advisors		
Senior Class	2,651	2,731
Junior Class	1,067	1,099
Junior Prom	778	801
Sophomore Class	778	801
Freshman Class	705	726
Miscellaneous		
Administrative Assistant	2,812	2,896
AV High School	1,012	1,043
AV Middle School	853	878
AV Elementary School	705	726
Debate	1,305	1,344
Detention High School	1,584	1,632
Detention Middle School	1,518	1,564
Dramatics High School	2,064	2,126
Dramatics Middle School	1,378	1,419
Stage Tech	1,527	1,573
Aux Marching Unit Director	1,941	1,999
Elementary Band	1,810	1,864
Forensic League	928	956
Marching Unit Director	3,149	3,243
Math Team Advisor	1,218	1,255
National Honor Society	712	733
Nurse Coordinator	1,518	1,564
Orchestra Elementary	1,810	1,864
Orchestra Middle	1,810	1,864
PUSH Advisor	1,218	1,255
School Bursar	2,513	2,588
School Store	778	801
Science Team Advisor	1,218	1,255
Student Council High School	2,651	2,731
Student Council Middle School	928	956

	<u>92-93</u>	<u>93-94</u>
Winter Guard	1,941	1,999
Music Director/Accompanist	1,236	1,273
Prop Manager/Stage Manager	541	557
Choreographer	232	239
Academic League	928	956
Radio Club	426	439
Production Manager/Set Designer	1,393	1,435
Senior Class Talent Show	695	716
Key Club	928	956
Instructional Activities		
Supplemental Instruction	24.03	24.75
Bedside Instruction	29.97	30.87
Driver Education	24.03	24.75
Smoking Cessation	28.04	28.88
Summer School Teaching		
Based on 6 weeks work	1/10 annual salary	
Based on 4 weeks work	1/15 annual salary	
Curriculum Revision	158	163
Coordinator Cooperative Industrial		
Education during summer months		
Based on 6 weeks work	1/10 annual salary	
Based on 4 weeks work	1/15 annual salary	
Librarian during summer months		
Based on 6 weeks work	1/10 annual salary	
In-Service course instruction (per session)	122	126
Environmental Trip Coord. (per night)	243	250
Environmental Trip Advisor (per night)	122	126

Notification for the above assignments will be issued generally after the May Board meeting. Acceptances will be signed by the teachers and returned to the Personnel Office.

- D. In the rare circumstances that scheduling necessitates an extra class beyond the teacher's normal instructional assignment, it shall be voluntary and compensated at the rate of 1/6th of the individual teacher's salary.

Appendix D

Service Personnel

Additional Salary Information

- A. Part-time and substitute custodial pay: An hourly rate to be based on the current federal minimum wage.
- B. Second shift custodians are entitled to a 30 minute food break with pay.
- C. Uniforms are not to be worn at any other time other than to travel to and from work and duty hours.
- D. Salary increments will be awarded only upon an employee's satisfactory performance during the previous school year. Increments for new employees will be pro-rated.
- E. Custodian I personnel must possess a Black Seal Boiler license. All new personnel are expected to acquire a license by the end of the first year of employment or their classification will revert to Custodian II.
- F. When an employee "off duty" is called in for an emergency or other special assignments, he/she will be assured of a minimum of three (3) hours reimbursement.