

1869 ✓

AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION  
OF THE  
BOROUGH OF BERNARDSVILLE  
THE COUNTY OF SOMERSET  
NEW JERSEY  
AND THE  
BERNARDSVILLE  
EDUCATION ASSOCIATION, INC.

1994-1996

## PREAMBLE

This Agreement entered into as required under Chapter 303, Public Law 1968, on the date indicated below and expressly made effective July 1, 1994, by and between the Board of Education of the Borough of Bernardsville, New Jersey, hereinafter called the "Board" and the Bernardsville Education Association, hereinafter called the "Association."

## TABLE OF CONTENTS

I	RECOGNITION . . . . .	2
II	AGENCY SHOP . . . . .	3
III	RIGHTS AND DUTIES OF BOARD AND ASSOCIATES . . . . .	4
IV	GRIEVANCES . . . . .	6
V	RIGHTS AND RESPONSIBILITIES OF ALL EMPLOYEES . . . . .	10
VI	SICKNESS AND TEMPORARY DISABILITY LEAVE . . . . .	12
VII	TEMPORARY LEAVE OF ABSENCES . . . . .	14
VIII	A. INSURANCE - EXCLUDING EMPLOYEES WHO WORK LESS THAN 20 HOURS PER WEEK . . . . .	16
	B. AUTHORIZED USE OF PERSONAL AUTOMOBILES . . . . .	16
IX	MISCELLANEOUS PROVISIONS . . . . .	17
X	CERTIFIED PERSONNEL RIGHTS . . . . .	19
XI	CLERICAL PERSONNEL RIGHTS . . . . .	27
XII	CUSTODIAL/MAINTENANCE PERSONNEL RIGHTS. . . . .	31
XIII	CAFETERIA PERSONNEL RIGHTS . . . . .	34
XIV	PART-TIME CLERK/TYPISTS AND AIDES JOB DESCRIPTION . . . . .	36
XV	COMPLIANCE, DURATION AND SCOPE . . . . .	37

## TABLE OF GUIDES

PROFESSIONAL STAFF CONVERSION CHART FOR SCHEDULE A . . . . .	38-39
TEACHERS SALARY GUIDE (SCHEDULE A) 1993-94 . . . . .	40
TEACHERS SALARY GUIDE (SCHEDULE A) 1994-95 . . . . .	41
CO-CURRICULAR GUIDE (SCHEDULE B) 1993-94 & 1994-95 . . . . .	42-44
OFFICE SALARY GUIDE (SCHEDULE C) 1993-94 . . . . .	45
OFFICE SALARY GUIDE (SCHEDULE C) 1994-95 . . . . .	46
CUSTODIAL/MAINTENANCE SALARY (SCHEDULE D) 1993-94 & 1994-95 . . . . .	47
CAFETERIA WORKERS SALARY (SCHEDULE E) 1993-94 & 1994-95 . . . . .	48
PART-TIME CLERICAL AND AIDE (SCHEDULE F) 1993-94 & 1994-95 . . . . .	49
SIDEBAR AGREEMENT (SCHEDULE G) . . . . .	50-52

ARTICLE II  
AGENCY SHOP

All non-dues personnel cited in Article I shall be required to remit 85% of dues to respective organizations through payroll deduction for services rendered. Excluded from this are confidential employees.

Indemnification and Save Harmless Provision

The Association shall indemnify and hold the employer harmless against any and all claims, demands suits and other forms of liability, including liability for reasonable counsel, fees and any other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

3. The Association has the right to use school equipment i.e. typewriters, duplication machines, etc. and will provide for materials and supplies consumed in such use.
4. The Association and the Board shall alternate from one contract term to another the cost of preparation and printing of the BEA/Board Agreement and salary schedules, including typing.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. A grievance must be raised at Step 1 no later than 45 days following its occurrence, or within 45 days after the aggrieved party knew or should have known of the events or conditions on which it is based.

D. PROCEDURE

1. Step 1

The employee who has a grievance shall discuss it first with the immediate superior in an attempt to resolve the complaint. If, as a result of the discussions, the matter is not resolved to the satisfaction of the employee within five (5) school days, the complaints shall be set forth in writing to said superior.

The superior shall communicate a decision in writing to the employee within five (5) school days after personally receiving the written complaint.

2. Step 2

The employee may appeal the decision of the superior to the appropriate school Principal within five (5) school days after the decision of the superior has been mailed or given to the employee. The appeal shall be in writing and shall set forth specifically the reasons for the appeal. A copy of this appeal shall be sent by the employee to the superior who rendered the decision.

The Principal shall hold a hearing on the grievance. At least two (2) school days prior to the hearing, the employee and the immediate superior shall be given a written notice thereof. At the hearing the employee shall be present. The immediate superior has the option to be present and participate in the hearing.

The Principal shall communicate a decision in writing to the employee and the immediate superior within ten (10) school days after personally receiving the appeal.

5. Step 5

If the grievance concerns the specific terms of this Agreement except as provided herein, and if the employee is not satisfied with the disposition of his grievance at Step 4, then within ten (10) working days after receipt of the answer by the Association, the employee may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by filing a request to PERC within fifteen (15) days after the receipt of the request from the employee. The parties shall be bound by PERC rules and procedures governing grievance arbitration.

The decision of the arbitrator shall be final and binding regarding any of the specific terms of this Agreement, except as provided herein. In all other matters the Board of Education shall be the final step in the grievance procedure. All exclusions from the grievance procedure as provided herein shall remain in effect for the duration of this Agreement.

The decision of the arbitrator, in writing, shall be submitted to the Board and the Association.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

4. All employees required, as part of their job, to be finger printed shall do so at the expense of the Board of Education.

There shall be a provision for terminal pay on the basis of sick leave wherein upon retirement from the district after at least ten (10) years of service fourteen (\$14.00) dollars per sick day shall be paid up to a maximum of one hundred twenty (120) days in the sick bank. Said payment should be made as soon as possible, but no later than 45 days from the last day of employment.

2. The following provision shall apply to eligible teaching staff members:

All teachers who submit a letter of retirement to collect a T.P.A.F. pension shall be entitled to sixty dollars (\$60.00) per day up to a maximum of three hundred (300) days.

**B. SUPPLEMENTAL ALLOWANCE FOR URGENT PERSONAL BUSINESS**

Personal absence for urgent personal business in excess of those specified in Section A.1 may be granted, without pay deduction, by the Superintendent of Schools. In granting such absence, the Superintendent shall be guided by the personal circumstances requiring the absence, the circumstances of the school, and shall be limited to the unused urgent personal business days from previous years. The decision of the Superintendent shall not be arbitrable.

**C. OTHER TEMPORARY LEAVES OF ABSENCE**

Upon the request of the employee, temporary leaves of absence other than those specified in Sections A and B of this article may be granted by the Superintendent.

When granted they shall be without pay, except in extraordinary circumstances and with the approval of the Board. The decision to grant or deny said leave shall not be arbitrable.

**D. PROCEDURE**

1. Requests for temporary leaves of absence shall be made by the employee to the Superintendent of Schools through the building Principal at least 24 hours in advance. In emergency situations, the 24 hour notice shall be waived provided such notices shall be given as soon as practicable.
2. Upon return to duty, the employee shall report the absence on the Report of Absence Form.

**E. VERIFICATION**

The employee shall be responsible and accountable for correctly categorizing each absence according to the categories of Section A of this article. In the case of absence under Section A.1, it shall not be necessary to specify the nature of the urgent personal business in order to be granted leave of absence, but the employee shall be accountable for the determination that the business is urgent and cannot be handled outside of school hours.

B. AUTHORIZED USE OF PERSONAL AUTOMOBILES

The Board shall cover all liability incurred by an employee and the first one hundred dollars (\$100) of any damage incurred by the employee's vehicle arising directly from the authorized use of the employees vehicle on school business in accord with all policies and regulations pertaining thereto.

- (1) Guidance
- (2) Computers
- (3) Child Psychology
- (4) Human Development
- (5) Writing
- (6) Learning Disabilities

- h. Tuition reimbursement is subject to Internal Revenue Service rules and regulations.
- i. Tuition reimbursement for doctoral dissertation advisement will be paid to any one teacher for three (3) calendar years. Any staff member enrolled in a dissertation advisement program as of June 30, 1994, who has already received three years of reimbursement shall be entitled to an additional two (2) years of such reimbursement.

(3) Teachers may leave the school building during their lunch periods, but must notify the building Principal when leaving and returning. Teachers may request, from the building Principal, to leave the building during their Preparation or Conference period for a school related activity. Such requests will not unreasonably be denied.

b. The required teacher workday shall not be more than five and one-half (5.5) hours of academic teaching. The teacher shall not be required to teach more than three and one-half (3.5) hours of academic classroom teaching continuously.

c. The required teacher workday shall not be more than five and one-half (5.5) hours of assigned pupil contact time in Kindergarten through Grade 4. Full-time teachers in Grades 5-12 will teach five (5) periods of academic teaching or the equivalent plus a homeroom and one pupil contact period. Teachers of Music, Physical Education, Related Arts, Supplementary Education, Special Education and Reading may teach six (6) periods without additional pupil contact.

For the purposes of this article, pupil contact time includes academic classroom teaching, during school activity programs, homeroom and homeroom related programs; full period hall supervision; supervision of: study halls, cafeteria, playground, high school central detention, in-school suspension, computer labs, CIE workers, in addition to on-call duty.

d. Scheduling of high school academic classroom teachers for six (6) periods of instruction may occur only if the total pupil load for that teacher is 90 or less as of the 30th of September for the first (1st) semester or the fifth (5th) class meeting for the second semester. No additional pupil contact period including homeroom shall be given to these teachers.

e. The remainder of the teacher workday shall be devoted to "non-pupil contact time." For purposes of this Article, "non-pupil contact time" includes teaching preparation, previewing audio-visual materials, preparing laboratory work, conferences with supervisors, administrators, colleagues, students or parents and faculty meetings. In the 1989-1990 school year, additional special programs for the fifth and sixth grades (e.g. Foreign Language) will be implemented. This shall make teachers in Grades 5-8 equal in terms of team planning and individual preparation period. This

assignments are made, individuals shall be compensated at a rate equal to their hourly salary for the time utilized (calculated as the base rate divided by 1400).

- (4) Home instruction (tutoring) shall be compensated as shown in the Salary Schedule B.
- (5) The provisions of this section are not intended to apply to those curricular programs where field trips and other outside-of-school activities are considered a normal part of the curricular program.

- h. Each teacher shall present to the administrator appointed by the principal a substitute folder, by the end of the day on the third day of school in September and update the folder monthly on a schedule established by the principal or designated supervisor. The folder will contain three days' work for students and is to be used by substitute teachers in conjunction with the plan book.
- i. Teaching and Pupil Personnel Specialists have specialized responsibilities which do not lend themselves to the normal classroom teaching schedule. However, they will perform their duties throughout the normal workday according to the schedules developed by their immediate supervisors.
- j. If teachers are required to use their planning or preparation period to teach, excluding those teachers on call, they shall be paid \$17 per period.

#### B. TEACHER OBSERVATIONS

A teacher shall be given a copy of written teacher observation reports. Either the teacher or administration may request a conference to discuss the report after it has been given to the teacher. If such a conference is requested, it shall be held prior to placing the evaluation report in the teacher's file.

The termination date of parenthood leave for a non-tenured teaching staff member whose child is born or adopted between September 2 and March 31 shall be no later than the expiration of the teaching staff member's then current contract.

- b. The termination date of a parenthood leave for a tenured teaching staff member whose child is born or adopted between April 1 and September 1, shall be no later than September 1 next after the expiration of two years following the birth or adoption of the child.

The termination date of a parenthood leave for a tenured teaching staff member whose child is born or adopted between September 2 and March 31 shall be no later than September 1 next after the expiration of one year following the birth or adoption of the child.

### 3. NORMAL RETURN TO DUTY

- a. If any teaching staff member intends to return to duty upon the expiration of leave, written application shall be made to the Superintendent of Schools on or before March 15 preceding the school year in which the leave terminates.
- b. Accompanying the request shall be a written verification of a duly licensed physician stating that such teaching staff member is physically, mentally and emotionally able to resume normal duties as previously assigned.
- c. Failure to make such an application on or before March 15 shall be deemed to be a resignation by such teaching staff member from the staff of the Bernardsville Schools.
- d. All benefits to which a teaching staff member was entitled at the initiation of the leave of absence including unused accumulated sick leave and credit toward sabbatical eligibility shall be restored upon return to full service.

- (3) If modification of the leave duration is granted and the teaching staff member returns before the end of the school year in which leave commenced, then at the teaching staff member's option, regular sick leave provision shall be applied. If the teaching staff member desires the sick leave provision to be applied, this request must be made in writing to the Superintendent of Schools.

6. ADOPTION DAY

Teaching staff members, in active employment by the Board at the time of legal adoption proceedings, will be eligible for one day of leave with full pay in order to attend the formal court proceedings.

7. GRANTING OF INCREMENTS

Neither increments nor adjustments are automatic. They will be granted only when they are recommended by the administration and approved by the Board of Education.

8. ADJUSTMENTS

Teachers denied increments or adjustments may be adjusted at a later date to their places on the salary guides upon the recommendation of the Superintendent of Schools and approval of the Board of Education.

9. SUMMER SCHOOL

Teachers will be compensated at the same hourly rate as their previous 10-month contracted salary. The method of calculating the hourly rate will be the yearly salary divided by 1400.

Independence Day  
Labor Day  
Thanksgiving  
Christmas  
New Years Day  
Good Friday  
Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and the Friday following Thanksgiving Day.

G. VACATIONS

1. Personnel employed less than five (5) consecutive months are not eligible for a vacation.
2. Personnel employed less than twelve (12) consecutive months, but more than five (5) consecutive months shall be entitled to one day per month of employment; said vacation shall not exceed ten (10) working days. A part of a month shall be considered a full month. Vacations earned under this paragraph must be taken in the contract year in which they are earned.
3. After twelve (12) consecutive months of employment, an employee shall be entitled to two (2) weeks, ten (10) working days. Vacations under this paragraph become available on July 1 of the contract year.
4. After five (5) consecutive years of employment, an employee shall be entitled to three (3) weeks, fifteen (15) working days of vacation period.
5. After ten (10) consecutive years of employment, an employee shall be entitled to four (4) weeks, twenty (20) working days, of vacation period.
6. At least two thirds of all accrued vacation time earned by twelve month employees shall be taken during July and the first three weeks of August, subject to the approval of the Principal and the Superintendent. Vacations taken during the school year are subject to the approval of the Principal and the Superintendent and the denial of same shall not be subject to arbitration.
7. During school vacations in December, February and April a total of two (2) days of the week in which schools are closed, a total of six (6) days for the school year.

3. LONGEVITY

After employees have completed the final step on their guides and have completed their tenth consecutive year of employment in the Bernardsville School System, they will receive longevity compensation according to Schedule C.

4. GRANTING OF INCREMENTS

When office personnel move from General to Administrative their annual salary will regress two (2) steps. Neither increments nor adjustments are automatic. They will be granted only when they are recommended by the administration and approved by the Board of Education.

K. SENIORITY

Non-certified personnel shall have seniority according to categories listed on the salary guides. In the event of a reduction-in-force, the last person hired will be the first person reduced from the staff. In the event of a call back, the opposite will occur: last out, first in.

**F. HOLIDAYS**

The custodial and maintenance personnel shall be granted the following paid holidays:

Independence Day  
Labor Day  
Thanksgiving  
Christmas  
New Years Day  
Good Friday  
Memorial Day

Plus five (5) additional holidays according to the school calendar, among which will be Christmas Eve and the Friday following Thanksgiving Day.

**G. VACATIONS**

1. Personnel employed less than five (5) consecutive months are not eligible for a vacation.
2. Personnel employed less than twelve (12) consecutive months, but more than five (5) consecutive months shall be entitled to one day per month of employment; said vacation shall not exceed ten (10) working days. A part of a month shall be considered a full month. Vacations earned under this paragraph must be taken in the contract year in which they are earned.
3. After twelve (12) consecutive months of employment, an employee shall be entitled to two (2) weeks, ten (10) working days. Vacations under this paragraph become available on July 1 of the contract year.
4. After five (5) consecutive years of employment, an employee shall be entitled to three (3) weeks, fifteen (15) working days of vacation period.
5. After ten (10) consecutive years of employment, an employee shall be entitled to four (4) weeks, twenty (20) working days, of vacation period.
6. At least two thirds of all accrued vacation time earned by twelve month employees shall be taken during July and the first three weeks of August, subject to the approval of the Principal and the Superintendent. Vacations taken during the school year are subject to the approval of the Principal and the Superintendent and the denial of same shall not be subject to arbitration.

ARTICLE XIII  
CAFETERIA PERSONNEL RIGHTS

A. CLASSIFICATION

1. Cook
2. General Worker

B. WORKING TIME

The normal work year shall begin one (1) day before students start school and terminate one (1) day after the close of school for students; the normal workday shall vary with the position.

C. STARTING AND ENDING TIMES

Daily starting and ending times shall be determined by the employee's supervisor. Employees will be notified of any change in starting and ending times at least one week in advance.

D. RE-EMPLOYMENT

Personnel will be notified by June 1 if they will be issued a contract for the following school year.

E. VACATIONS

Personnel will have as vacation all school vacation and holidays except as outlined in paragraph B above.

F. UNIFORMS

The Board shall reimburse up to one hundred ten (\$110) dollars per year for the purchase of approved uniforms.

G. SALARIES

1. SALARY SCHEDULE

Attached hereto as Schedule E.

ARTICLE XIV

A. PART-TIME CLERK/TYPISTS

1. CLASSIFICATION

- a. Receptionist, general typing, copying and duplicating.
- b. Word processor, computer applications, correspondence and record keeping.
- c. Stenographer, computer use, word processing, substitute office secretary.

2. SALARY - See Schedule F.

B. AIDES

1. CLASSIFICATION

- a. Regular Aide - Aide who assists a teacher in a classroom or assists supervision in cafeteria, library or playground.
- b. Special Education Aide - Aide who assists a Special Education Teacher in a classroom

2. SALARY - See Schedule F.

1994-95 (5.5% over 1993-94 Guide)

94/95 Years	94/95 Steps	BA	BA+15	MA	MA+15	MA+30	MA+45	MA+60
0	A	30046	30794	31824	32854	33790	34819	35849
1	B	35220	36098	37305	38512	39609	40816	42023
2-4	C	36236	37139	38381	39610	40751	41936	43215
5	D	36870	38160	39253	40389	41566	42793	44054
6	E	37934	39123	40256	41428	42645	43906	45213
7-10	F	38994	40120	41288	42500	43755	45056	46407
11	G	39986	41148	42355	43605	44901	46245	47640
12	H	41010	42211	43454	44745	46086	47473	48911
13	I	42066	43307	44592	45924	47308	48762	50225
14	J	43157	44439	45765	47142	48569	50048	51580
15	K	44285	45608	46978	48397	49870	51397	52980
16	L	45449	46814	48228	49695	51215	52791	54426
17	M	46651	48058	49520	51032	52603	54231	55919
18	N	47891	49346	50852	52416	54120	55716	57457
19	O	49170	50672	52228	53843	55515	57251	59048
20	P	50465	52042	53650	55316	57044	58833	60691
21	Q	51669	53430	55116	56836	58620	60468	62384
22	R	53158	54619	56632	58406	60248	62156	64136
23	S	54550	56147	58195	60027	61929	63900	65943
24	T	56123	57767	59873	61760	63715	65743	67848
25	1	58290	60572	62771	64718	66737	68830	71002
26-29	2	60182	62382	65211	67305	69248	71247	72997
30-33	3	61694	63716	66572	68637	70580	72581	74330
34-36	4	62663	64684	67540	69607	71550	73549	75300
37+	5	63718	65739	68595	70662	72605	74604	76355

Longevity: Add \$1000 for those who have completed 37 or more years of service.

Schedule B  
Co-Curricular Guide

NON-ATHLETIC	94-95	95-96 (+3%)
Marching Band	3660	3770
Student Council 9-12	2903	2990
Publication Ber Li Crimson	2840	2925
Musical Director	2713	2794
Senior Class Advisor	2398	2470
Act Tech	2398	2470
Choreography	2335	2405
Vocal	2082	2144
Junior Class Advisor	2082	2144
Instrumental	2082	2144
Ticket Manager	1767	1820
Drama 9-12	1767	1820
Physics Team	1452	1496
National Honor Society	1452	1496
Art Tech	1452	1496
Color Guard	1452	1496
Chemistry Team	1452	1496
Biology Team	1452	1496
Pinnacle	1325	1365
Soph Class Advisor	883	909
Peer Leadership Advisor	821	846
Frosh Class Advisor	821	846
Bernardian Financial	695	716

Schedule B  
Middle School Co-Curricular

	<u>1994-95</u>	<u>1995-96</u>
Athletics/Activities SAS	1452	1496
Service Organization Advisor	1452	1496
Math Subject Specialist	1274	1312
Science Subject Specialist	1274	1312
Related Arts Team Leader	1394	1436
Student Council	1578	1625
LA/Reading Subject Specialist	1274	1312
Newspaper Advisor	1452	1496
Yearbook	1452	1496
Drama 7/8	1452	1496
5th Team Advisor	1394	1436
5/6 Basketball	323	333
5/6 Football/Soccer Advisor	323	333
5/6 Field Hockey/Soccer	323	333
Spring Intramural Advisor	323	333
Winter Intramural Advisor	323	333
6th Team Advisor	1394	1436
7th Team Advisor	1394	1436
8th Team Advisor	1394	1436
7/8 Baseball	2782	2865
7/8 Boys Soccer	2597	2675
7/8 Boys Basketball	3346	3446
7/8 Girls Basketball	3346	3446
7/8 Field Hockey	2597	2675
7/8 Girls Soccer	2597	2675
7/8 Girls Softball	2597	2675
7/8 GT Advisor	1452	1496
PM Detention	646	665

Bedwell School Co-Curricular

Team Leader	1394	1436
Activities Advisor	1115	1148



Schedule F  
Part-Time Clerical/Typists

1994-1995				1995-1996			
Years	A	B	C	Years	A	B	C
1	9.91	10.57	11.31	1	10.12	10.79	11.54
2-6	12.30	13.11	14.03	2	10.43	11.12	11.90
7+	12.79	13.94	15.11	3-7	12.95	13.80	14.77
				8+	13.46	14.67	15.90

Aides

1994-1995			1995-1996		
Years	Regular	Special	Years	Regular	Special
1	9.14	10.23	1	9.33	10.45
2-6	10.71	12.00	2	9.61	10.77
7-12	11.63	12.91	3-13	12.24	13.59
13+	12.57	13.88	14+	13.22	14.61