

AGREEMENT BETWEEN



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

AND

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



July 1, 2005 — June 30, 2008



ALL MODIFICATION TO THE 2002-2005 AGREEMENT  
WHICH HAVE BEEN AGREED UPON SHALL REMAIN IN  
EFFECT.

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## PREAMBLE

This agreement is entered into this May 24, 2005, 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:

Child Study Team

Curriculum Specialists

Custodians

Elementary Teacher Specialists

Laboratory Technicians

Maintenance Personnel

Math Lab Instructors

Media Specialists

MLS Instructional Assistants

Nurses and Nurse Coordinators

Occupational Therapists

Physical Therapists

School Counselors

Secretarial and Clerical Personnel

Speech Therapists

Supplemental Instructors

Teachers

Transportation Mechanics

Writing Lab Instructors

Substitute teachers and substitute nurses as identified in the Certification

Representative issued by PERC dated December 28, 1994, are substitute teachers and substitute nurses who have worked in that capacity for at least thirty (30) days during

a given school year, and express a willingness to accept employment as a substitute teacher or substitute nurse for the next succeeding school year.

**but excluding:**

Superintendent  
Assistant Superintendent  
Board Secretary  
Assistant Board Secretary/School Business Administrator  
Principals, Vice and Assistant Principals  
Department Chairpersons  
Directors  
Supervisors  
Custodial Forepersons  
Executive Secretaries  
Assistants (Custodial, Data Processing, Maintenance,  
Personnel, Purchasing, Transportation and Technology)  
Bus/Van Drivers  
Assistants  
Attendance Officer  
Night Supervisor  
Maintenance Supervisor  
Plant Engineer  
Computer Specialist  
Classroom Assistants  
Career Resource Room Assistants  
Manager of Personnel Services  
Comptroller  
Technology Coordinator  
Athletic Trainers  
Parking Lot Attendant

- 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 School Counselor, shall apply exclusively to that classification of employee. Custodians, maintenance personnel and transportation mechanics shall be collectively referred to as Service Personnel. Substitute teachers and substitute nurses shall be collectively referred to as Substitutes.
- C.** In addition to the specific sections or Articles of this Agreement that refer only to substitutes, who are BREM Members, the following Articles and sections shall apply to substitutes.

Article III Grievance Procedure

Article IV	Employee Rights, Sections A, B, C, D, E, F, I, J and K
Article V	Association Rights
Article IX	Employee's Facilities
Article XV	Deduction from Salary (Sections A through D)
Article XVI	Promotions
Article XIX	Miscellaneous Provisions
Article XX	Management Rights
Article XXI	Duration

## 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 and the Association may grant an extension upon request by the superintendent. 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.

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. Two (2) or more parties, in one building, the Association will initiate the grievance procedure at Level II.
  - b. Two (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.
  1. 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.

2. Any criticism by a supervisor, administrator or Board member of an employee shall be made in confidence and not in the presence of students, parents or other public gatherings unless required by law or requested by the employee.
- 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. The Board shall give to each nontenured employee continuously employed since the preceding September a written notice of intention as to re-employment in accordance with the deadline established by the State.
- I. An employee shall have the right to review the contents of his/her personnel file at any reasonable time upon written request to the Director of Human Resources, 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. The employee shall be entitled to have representatives of the Association accompany him/her during such review. No information in an employee's personnel file will be shared with anyone outside of administrative/supervisory personnel and Board members with legitimate need to know, except name, place of employment, dates of employment, job classification and salary. Additional specified information may be given upon advance written approval of the employee to the Director of Human Resources. The employee is entitled to receive copies of any documents in his/her file. The Board may levy a charge for such copying which charge shall bear a reasonable relationship to actual

cost. Prior to such examination, any and all communications from a third party regarding employment references shall be removed from the file.

If upon examining his/her personnel file the employee has reason to believe that there are inaccuracies in documents contained therein, he/she may submit a written memorandum to the Director of Human Resources explaining the alleged inaccuracy. If the Director of Human Resources concurs with the employee's contentions, he/she shall either remove the faulty document or attach the employee's memorandum to the document in the file and note thereon his/her concurrence with the memorandum's contents. Disputes over alleged inaccuracies of documents in the employee's file, may be processed through the grievance procedure, commencing at level two.

- 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:
  - Primary 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. 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.
- 0. 1. Service Employees shall be reimbursed for protective clothing, if required, and steel toe safety shoes upon submission of a voucher. The total reimbursement will not exceed the following amount:

2005-06	2006-07	2007-08
\$179	\$188	\$197

2. Grounds employees shall be reimbursed for protective clothing, if required, and steel toe safety shoes upon submission of a voucher. The total reimbursement will not exceed the following amount:

2005-06	2006-07	2007-08
\$329	\$345	\$361

- P. 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.
- Q. 1. 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.
2. An employee's shift may be changed no more than once per year. A shift change is defined as more than two (2) hours difference from current shift hours. Summer shift changes shall not be considered as part of this provision.
- R. For secretarial, custodial, and MLSIA 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. Evaluated performance shall mean on-site review of the employee's performance as well as materials contained in the employee's personal file. A minimum of one evaluation will be performed per year. A pre and post evaluation conference will be held.

The employee will be given a written record of any deficiencies with suggestions for improvement.

When all other factors are equal, layoffs will be determined by seniority.

Any "Riffed" employee shall be subject to recall provisions for a period of one year from the date of termination of employment.

S. **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.

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.

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 or 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.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

**A. The Board agrees to furnish to the Association:**

1. An electronic copy 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 30th of the contract year a current roster of employees (as of September 1st).
3. By September 30th 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 after 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, word processors, duplication 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 or designee. 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 Superintendent'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.
  1. 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 the high school and the 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.
  2. The Association President, regardless of assignment, will be provided with a maximum of twenty (20) days of release time per year, with no more than five (5) days to be taken in any one month. Said days shall be selected by the President who shall give reasonable notice thereof to his/her Principal. Permission shall not be unreasonably denied, and will be subject to the grievance procedure.
  3. The parties agree that efforts shall be made so that the President of BREA shall be assigned his/her preparation and BREA period during the last two periods of the day, if possible.
- 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 School 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 30<sup>th</sup>. Counselors will work five (5) 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. 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.
3. Teachers are expected to be at school at least ten (10) minutes prior to the opening of school. With the exception of days when faculty meetings, parent conferences, in-service training, or other school meetings are scheduled and days when additional help is being given to students, teachers may leave ten (10) minutes after the end of the school day, including all abbreviated schedules such as half-days and single session days. Except in emergencies faculty meetings, in-service training, parent conferences and other school meetings will not be scheduled on abbreviated schedule days preceding holidays.
- 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**

	<u>Weeks/yr</u>	<u>Hours/wk*</u>	<u>Days/Yr</u>
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 winter and spring vacations and from July 1st to September 1st.

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. Overtime requests shall be received by the immediate supervisor 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 supervisor in consultation with the Central Administration.

Overtime after 8 hours per day-40 hours per week, will be paid at one and one-half times hourly rate. All overtime shall be paid on the 15<sup>th</sup> and the end of the month covering the previous payroll period. Example: Overtime worked as of September 15<sup>th</sup> will be paid on October 15<sup>th</sup>. Overtime as of September 30<sup>th</sup> will be paid on October 31<sup>st</sup>.

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.

c. **Maintenance and Grounds**

Overtime will be assigned on an equitable rotation basis to and among the employees regularly assigned to each individual department.

Any employee not wishing to work overtime may so inform his/her supervisor; this right of refusal will be charged as "hours refused", thereby moving the equitable rotation order to the next employee.

No employee shall refuse overtime in situations deemed by the supervisor to have urgent/emergency status.

1. **Specialty jobs**: If a job is deemed a "specialty" job by the supervisor, the employee most qualified in that specific field will receive primary consideration.
2. **Continuation**: If a job, begun during normal working hours, is determined by the supervisor to extend beyond the regular work day and require overtime, the worker(s) already in place will receive primary consideration.

3. **Holidays**

Full-time 12 month 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 Winter Days, One New Year's Day, Martin Luther King Day, President's Holiday, Spring and Memorial Day.

4. **Vacations**

- a. Up to 11 months of service - Vacation days may be prorated at a rate of one (1) day per month.
- b. One year of continuous service as of June 30th - 11 working days
- c. Three years of continuous service as of June 30th - 12 working days
- d. Five years of continuous service as of June 30th - 14 working days

- e. Six years of continuous service as of June 30th - 15 working days
- f. Eight years of continuous service as of June 30th - 16 working days
- g. Ten to fifteen or more years of continuous service as of June 30th - 18-23 working days
- h. Twenty or more years of continuous service as of June 30th - 24 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 Director of Environmental Services, 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 their immediate supervisor. 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.

6. For Service Personnel, the probationary period shall be ninety (90) calendar days; discipline and discharge shall not be grievable.

**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.
- 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. Non-teaching duties at the middle school and high school shall be assigned on an equitable rotation basis among the available teaching staff members.
- 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).
- H. Teachers may be required to serve as a mentor. Whether mentoring is voluntary or assigned, the following provisions will apply:
  - 1. Mentoring positions will be posted and interested parties may apply through established procedures.

2. If no one applies, mentors will be assigned on a rotating basis. No teacher will be assigned to mentor more than twice in a three year period. This provision does not apply to volunteers.
- I. For Pupil Assistance Committees (PAC) established in buildings, the following provisions will apply:
    1. PAC positions will be posted and interested parties may apply through established procedures.
    2. PAC members shall be selected from volunteers as long as it's not state mandated.
  - J. Teachers shall post, via an electronic posting, homework assignments on a weekly basis. If there are no homework assignments for the week the teacher shall post "No homework assigned". In-District voice mail should clearly identify the teacher.
  - K. All special education teachers in the middle school shall receive ten (10) half days of release time each school year to be used for preparation of required individual education plans.

## 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.
- 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 designee.

- b. 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 previous experience may be given at the time of employment.

Exceptional candidate's experience may be granted by the Superintendent.

4. **Longevity for Teachers**

- a. Teachers shall be entitled to placement on the longevity step of the Teacher's Salary Guide at the beginning of their twentieth (20th) year of employment in the district under a standard nontenured or tenured teacher's salary contract and progression through the salary guide.
- b. A teacher shall receive one year of longevity credit for each full year of employment and prorated credit for less than a full year. Hourly employment shall not be eligible for longevity credit.
- c. Progression through the salary guide requires a teacher to move by progressive steps from his/her initial guide placement to the step immediately prior to the longevity step on the teachers' salary guide and to be employed on the latter step for at least one school year.
- d. Movement to the longevity step shall occur at the beginning of the school year following satisfaction by a teacher of the requirements for longevity placement.

5. **Longevity for Secretaries/Clerks**

- a. Secretaries and clerks shall be entitled to placement on the longevity step of the Secretarial and Clerical Salary Guide at the beginning of the twelfth (12th) year of credited service and progression through the salary guide, including at least one (1) year on the maximum step.
- b. Credited service is defined as years of actual employment by the district under a standard nontenured or tenured secretarial/clerical salary contract and years of experience credit given at the time of hire as reflected by initial salary guide placement under B.2. above. For example, an initial placement at Step 3 would equate to two (2) years of credited service, and an initial placement at Step 4+ would equate to 3½ years of credited service.

- c. A secretary/clerk shall receive one (1) year of credited service for each full year of employment and prorated credit for less than a full year.
- d. Progression through the salary guide requires a secretary/clerk to move by successive steps from his/her initial guide placement to the step immediately prior to the longevity step on the salary guide and to be employed on the latter step for at least one (1) year.
- e. Movement to the longevity step shall occur on July 1<sup>st</sup> following satisfaction by the secretary/clerk of the requirements for longevity placement.

6. **Longevity for Service Personnel**

- a. Service personnel shall be entitled to placement on the longevity step of the Custodial and Maintenance Guides (salary guides) at the beginning of the tenth (10<sup>th</sup>) year of credited service and progression through the salary guide, including at least one (1) year on the maximum step.
- b. Credited service is defined as years of actual employment by the district under an annual Service Personnel contract and years of experience credit given at the time of hire as reflected by initial salary guide placement under B.3. above. For example, an initial placement at Step 3 would equate to two (2) years of credited service.
- c. Service personnel shall receive one (1) year of credited service for each full year of employment and prorated credit for less than a full year.
- d. Progression through the salary guide requires service personnel to move by successive steps from his/her initial guide placement to the step immediately prior to the longevity step on the salary guide and to be employed on the latter step for at least one (1) year.
- e. Movement to the longevity step shall occur on July 1<sup>st</sup> following satisfaction by the employee of the requirements for longevity placement.

7. **Longevity for Math and Literacy Support Instructional Assistants**

- a. MLSIA shall be entitled to placement on the longevity step of the MLSIA Salary Guide at the beginning of the tenth (10<sup>th</sup>) year of employment in the district under a standard contract and progression through the salary guide.

- b. A MLSIA shall receive one year of longevity credit for each full year of employment and prorated credit for less than a full year. Hourly employment shall not be eligible for longevity credit.
  - c. Progression through the salary guide requires a MLSIA to move by progressive steps from his/her initial guide placement to the step immediately prior to the longevity step on the MLSIA salary guide and to be employed on the latter step for at least one school year.
  - d. Movement to the longevity step shall occur at the beginning of the school year following satisfaction by a MLSIA of the requirements for longevity placement.
- C.
- 1. All employees shall be paid semi-monthly installments on the 15<sup>th</sup> 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 to designate any percentage of their salary to be deposited in any account(s) of their choice.
  - 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 tuition costs for accredited courses up to twelve (12) credits in a school year, but no more than six (6) credits per semester when school is open. Each teacher is guaranteed reimbursement for the first approved three (3) credits successfully completed in each contract year. Subsequent successfully completed approved courses shall be reimbursed by dividing the remaining funds equally at the conclusion of the contract year. Tuition Reimbursement shall be based on the New Jersey State College tuition rates upon successful completion of all approved graduate courses. Courses required for certification may not be eligible. Courses relevant to a teacher's role, carrying only undergraduate credit may be reimbursed at the discretion of the Superintendent.
  - 2. To be eligible for reimbursement, courses taken must have either a present or expected future relation to the teacher's present or future assignment.

3. Applications for course approval prior to taking the course must be submitted within the following enrollment periods:

**Courses beginning on or after September 1<sup>st</sup> - May 1<sup>st</sup> to August 15<sup>th</sup>**  
**Courses beginning on or after January 1<sup>st</sup> - September 1<sup>st</sup> to December 15<sup>th</sup>**  
**Courses beginning on or after May 1<sup>st</sup> - January 1<sup>st</sup> to April 15<sup>th</sup>**

Applications for approval for course enrollment and tuition reimbursement that are not submitted within the above enrollment periods will not be considered for tuition reimbursement. Payment of tuition reimbursement shall be made on the first of the month following the deadline date. A grade of "B" or better shall be required for tuition reimbursement. Courses that do not follow the traditional semester format such as on-line courses, and full-year courses must be applied for within the above-specified dates. Funds for reimbursement pursuant to subsection D.4 below will be encumbered based on the date of enrollment.

4. The Board's cost for tuition reimbursement shall be limited to the following amounts per school year.

2005-06	2006-07	2007-08
\$263,108	\$328,108	\$403,108

Any unused funds during any year shall be rolled into the next year and added to the funds specified above.

5. Teachers who receive approval for course enrollment and tuition reimbursement and who subsequently do not take the approved course for any reason may not substitute a course for the previously approved course. Teachers may not seek initial approval for more than six (6) credits per semester for the semesters beginning on or after September 1<sup>st</sup> and January 1<sup>st</sup>.
6. The deadline for reimbursement of tuition payment shall be March 10<sup>th</sup> for the fall semester, July 10<sup>th</sup> for the spring semester and October 10<sup>th</sup> for the summer session. Payment of tuition reimbursement for the first three (3) credits 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.
7. Secretarial employees shall be reimbursed for all expenses incurred up to a maximum of the amounts shown below (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.

2005-06	2006-07	2007-08
\$5,991	\$6,273	\$6,568

8. Secretarial employees shall receive a stipend for college credits earned after September 1, 1990, at the following rates:

	2005-06	2006-07	2007-08
Six (6) credits	\$ 359	\$ 376	\$ 394
Twelve (12) credits	\$ 718	\$ 752	\$ 787
Eighteen (18) credits	\$1078	\$1129	\$1182

All courses must have prior approval by the Superintendent or 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.

9. Math Literacy Support Instructional Assistants (MLSIA) shall be eligible for one hundred percent (100%) tuition reimbursement for the successful completion of accredited college or university courses to a maximum of six (6) credits per school year, based on the New Jersey State College tuition rates. The maximum cost to the Board for MLSIA tuition reimbursement per school year (total all employees) is set forth below. Courses must have prior approval by the Superintendent or designee. All requests must be submitted in writing.

2005-06	2006-07	2007-08
\$11,983	\$12,546	\$13,136

- 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 coming year no later than the notification date established by the State Department of Education.

- G. Teachers who earn salary level changes by September 1<sup>st</sup> shall be compensated for the earned salary level change effective as of said date, provided the request is submitted no later than October 10<sup>th</sup>. Teachers who earn salary level changes by February 1<sup>st</sup> shall be compensated for the earned salary level changes effective as of said date, provided the request is submitted no later than March 10<sup>th</sup>.
- H. Employees hired on or after November 4, 1999, will advance on the salary guide in accordance with the following:
1. If the employee is hired prior to February 1<sup>st</sup> of any year, the employee will be given credit for a full year of service for salary guide advancement purposes only. For example, an employee who is hired on December 1<sup>st</sup> of any year will advance to the next full step on the guide the following year.
  2. If the employee is hired on or after February 1<sup>st</sup> of any year, the employee will remain on the hiring step for the following school year. For example, an employee who is hired on April 15<sup>th</sup> of any year on Step 4, will remain on Step 4 the following September. This employee will advance to Step 5 on September 1<sup>st</sup>, at least one year after the hire date.
  3. For twelve-month and eleven-month employees, January 1<sup>st</sup> shall be substituted for February 1<sup>st</sup> and July 1<sup>st</sup> shall be substituted for September 1<sup>st</sup> in sub-section 1 and sub-section 2 above.
  4. Any employee who returns to work from an unpaid leave of absence will be placed on the salary guide in accordance with the principles set forth in sub-sections 1 and 2 above. For example, a teacher or MLS assistant who is paid for ninety-three (93) or more work days in the year (185 day work year) in which the unpaid leave of absence occurred will be advanced to the next step on the salary guide. Conversely, a teacher or MLS assistant who was paid for less than ninety-three (93) work days will remain on the same step on the salary guide in the year immediately following the year in which the unpaid leave occurred that the teacher or MLS assistant was on when the unpaid leave began. In this example, the number of paid days for secretaries and service employees to advance on the salary guide are:
 

12 month employees	–	131 days/year
11 month employees	–	120 days/year
10 month employees	–	109 days/year
  5. Tenured employees who return to work mid-year from a leave of absence granted pursuant to the provision of Article XII, Sections D.1 and 4, will be given credit for a full year of service for salary guide advancement purposes.

**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 serviceable desk, chair, and filing cabinet for the exclusive use of each teaching staff member where feasible.
  3. A communication system so that teachers can communicate with the office from their classrooms in each school containing eight (8) rooms or more.
  4. Clean employee lavatories separate from students' lavatories.
  5. Copies, exclusively for the use of the teacher, of all texts used in each of the courses the teacher is to teach.
  6. Chalkboard/whiteboard space in every classroom where needed.
  7. 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
  - Custodial/Maintenance 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 an accounting of accumulated sick leave by the first week 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 deferred retirement 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 not to exceed the following amounts for any retiring employee:

	2005-06	2006-07	2007-08
Teachers	\$17,970	\$18,815	\$19,699
MLSIA	\$11,982	\$12,545	\$13,135
Secretaries	\$11,383	\$11,918	\$12,478
Service Personnel	\$11,383	\$11,918	\$12,478

2. The compensation rate for teachers and MLSIAs shall be 1/200<sup>th</sup> 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.)
4. The Board of Education shall deposit these monies in a tax sheltered annuity plan (403b) of the employee's choice as an employer contribution.
5. In the event of the death of a retirement eligible employee, as defined by either TPAF or PERS, the employee's beneficiary listed on their NJEA life insurance policy or such other beneficiary listed by the employee shall be paid their compensation for accumulated sick leave upon the basis of Article X.H.1, H.2 and H.3.

## 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, spouse and domestic partner from high schools or institutions of higher education.
  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 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, domestic partners, father and mother; brothers and sisters; grandfathers; 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 practical 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 practical 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. Director of Environmental Services in the case of all non-school custodians
  - c. Director of Environmental Services 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, domestic partners, children, father and mother; brothers and sisters; grandchildren; step-father, step-mother, step-children, step-brothers and step-sisters). Up to three (3) days may be granted for death of grandfathers and grandmothers; father-in-law, mother-in-law; brother-in-law, sister-in-law, son-in-law and daughter-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. Any such granting of an extension shall not be considered as precedent setting.
- E. Any 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.

## 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 employee's physician regarding the employee's physical condition. The maximum of any maternity leave will be two (2) years. Employees on leave shall notify the Board of intent to return by September 1<sup>st</sup> for mid-year returns and March 1<sup>st</sup> 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 teacher's 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. Any such granting shall not be considered as precedent setting.
- 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 is entitled to at the time an employee returns, 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 reason:
- 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.
- B. If there are sufficient qualified applicants, sabbatical leaves may be granted by the Board of Education to a maximum of two (2) teachers 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<sup>th</sup>, and action must be taken on all such requests no later than the third week of March of the school year proceeding 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.
  - 1. The Board of Education agrees that for the duration of this agreement it will provide individual and full family healthcare insurance coverage for all employees in the defined unit working twenty (20) hours per week or more. Effective July 1, 2005, the Traditional Plan will be replaced with the PPO Plan. The in-network copay on the PPO will be \$10. The out-of-network deductible will be \$200 per individual and \$400 per family. The out-of-pocket coinsurance maximum will be \$400 per individual and \$800 per family. This is excluding the deductible.
  - 2. Employees hired on or after the effective date (November 16, 1999) of ratification of both the Association and the Board of Education shall receive medical benefits including family coverage in the managed health care program at no premium cost to the employee for the first five (5) years of employment. During the first five (5) years of employment the employee may elect to be enrolled in the PPO medical insurance plan program by paying the difference in premium cost between the managed health care plan and the PPO plan. Beginning in the sixth (6) year of employment the employee may elect to enroll in the PPO plan paid for by the Board. Effective July 1, 2005 the prescription drug benefit included in the managed care plan will have the following copays: \$5 Generic / \$10 Brand Name / 2 X Mail Order.
- B. Effective July 1, 2005 the Board will offer Healthcare and Dependant Care reimbursement accounts under a Section 125 program.
- C. 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. Effective July 1, 2005 orthodontic coverage will be added for dependent children under the age of 19. It will be reimbursed at 50% up to a lifetime maximum of \$1,500 per child.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Employees who elect to waive their medical insurance benefits outlined in Article XIV.A. shall be compensated each year two thousand (\$2,000) dollars for family coverage, one thousand seven hundred fifty (\$1,750) dollars for husband/wife coverage, and one thousand two hundred fifty (\$1,250) dollars for parent/child coverage and nine hundred (\$900) dollars for single coverage. Prior to making such an annual election, employees must provide evidence that they and their families, where appropriate, are covered by a medical insurance policy other than the policy provided by the Board of Education. The Board shall provide a guarantee that the employees may re-enroll in the health plan if they lose their alternative health insurance. The Board shall file the proper petition to comply with applicable tax regulations. In the event there is a tax penalty, for the Board's failure to comply, the Board will assume financial responsibility and this provision shall become void.

## 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 New Jersey Education Association (NJEA) by the 15<sup>th</sup> of each month following monthly pay period in which deductions were made. Employee authorizations shall be in writing on the proper forms.

- 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<sup>st</sup> 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<sup>st</sup> and become effective to halt deductions as of January 1<sup>st</sup> next succeeding the date on which notice of withdrawal is filed.
- E. The Board agrees to provide for a maximum of five (5) voluntary deductions from salary for the tax sheltered annuity program. 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**

**CLASS COVERAGE**

- 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 middle school or high school class or any portion thereof shall be compensated at the per period rate as applicable. In the primary/intermediate schools, teachers shall be compensated for coverage on a pro-rated basis of a rate shown below.

	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Middle/High School	\$ 27	\$ 28	\$ 29
Primary/ Intermediate	163	171	179

**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 15<sup>th</sup> 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 as determined by the Association in accordance with the law. 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 re-appointed 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 5A5.4(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. The provisions of this Article (Representation Fee) shall be applied to all employees except home bound teachers, coaches, advisors and other Appendix C positions in accordance with State Law.

## 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 provisions 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

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

### EMPLOYMENT CONDITIONS FOR SUBSTITUTES

- A. Substitutes shall be assigned on the basis of requests by the staff as approved by the principal.

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

A substitute educator who places any limitations on the above shall be entitled to refuse a call from the district for ten (10) days during the school year without prejudice.

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

- E. The work duties of the substitute teacher will be the same as those assigned to the regular classroom teacher whom the substitute is replacing.
- F. When a substitute teacher works in two schools as part of two (2) separate half day assignments, there shall be provided a reasonable amount of time for lunch and travel between the two schools involved.
- G. All substitute teachers shall be entitled to at least one-half hour duty free lunch or the equal to the existent building schedule.
- H. Any substitute teacher who travels between two (2) or more buildings as part of a regular schedule for the teacher replaced shall be compensated at the rate per mile set forth in Board Policy #4051.1(a)(7).
- I. The Board agrees to provide, at no cost to the substitute teacher, standard health tests as required of teachers to maintain their employment.
- J. Substitutes who were members of the bargaining unit in a previous year and who subsequently were employed on a contract basis shall have full rights under this contract upon reversion to substitute teacher status.
- K. Absences for illness reasons by long-term substitutes are acknowledged and will be compensated at the difference between the long-term substitute rate and the rate for the per diem substitute hired or the actual cost to the Board to provide internal coverage, if necessary, subject to the following conditions:

1. After 20 days, one day for every 20 days worked as a long-term substitute.
2. Days shall be cumulative within the current school year.
3. Days are non-cumulative from year to year.
4. All payments under the proviso will be calculated and paid subsequent to the completion of the assignment.

L. Announcements of Fall/Spring district in-service offerings will be mailed to preferred group members at the home address listed for distribution of payroll checks.

## ARTICLE XXII

### SALARY PROGRAM FOR SUBSTITUTES

A. 1. Substitute teachers who were hired before July 1, 1996, will be paid:

2005-06	2006-07	2007-08
\$117	\$122	\$128

2. Substitute teachers hired after July 1, 1996, will be paid:

2005-06	2006-07	2007-08
\$ 98	\$103	\$108

3. Substitute nurses will be paid:

2005-06	2006-07	2007-08
\$180	\$188	\$197

B. In the instance where a substitute is employed for twenty-one (21) consecutive school days or longer for the same teacher, the rate of pay will be, as outlined below, retroactive to day one. If it is known that a regular teacher will be absent for twenty-one (21) days or longer, the substitute accepting the assignment for twenty-one (21) days or longer will receive the following rates of pay from the first day:

2005-06	2006-07	2007-08
\$180	\$188	\$197

Long term substitutes shall maintain the long-term salary even if the service is interrupted by illness not to exceed six consecutive school days. When the hiring of a certified substitute teacher is not feasible, the substitute teacher hired should be

selected by merit and qualification and for the educational benefit to the student. Factors such as years of experience, educational training and background and past substitute performance will be considered, however, final judgment as to selection of the substitute rests with the Assistant Superintendent. A certified substitute will be defined as holding a valid New Jersey Teaching Certificate. All substitute teachers (regardless of certification status) are to receive the long-term rate of pay when it has been determined that the substitute teacher will be in the classroom twenty-one (21) days or longer. If it is not known at the beginning of the assignment that it is to be more than twenty-one (21) days then retroactive payment will be made once twenty-one (21) days are reached.

- C. The long term substitute rate will apply for substitute coverage in the event of a regular teacher’s death or the sudden cessation of a regular teacher’s employment.
- D. A substitute may on occasion, because of his/her assignment, be required to attend back-to-school nights or, at the Primary level return for evening parent conferences. The substitute is expected to perform the service if requested and as compensation will receive one full the long-term substitute rate for each function attended. Other after hour situations as requested by the administration will be compensated at half the current at half the current daily rate being paid the substitute.
- E. Substitute teachers working four (4) hours per day or more shall be paid for a full day. Half-day sessions are four (4) hours; therefore, substitutes shall be paid for a full day. Substitute teachers working less than four (4) hours shall be paid for one-half day.
- F. **Additional Coverage**  
Substitute educators (grades 6-12) shall be compensated at the per period rate for any additional coverage beyond the teacher’s schedule but within the school day. At the Primary level substitute educators shall be compensated for coverage of a portion of another class on a prorated basis (the day divided into six (6) one hour periods) at a rate per day shown below.

	2005-06	2006-07	2007-08
Middle/High School	\$16	\$17	\$18
Primary/ Intermediate	\$94	\$98	\$103

- G. If there are no requests for coverage or requests cannot reasonable be filled the assignment will be offered based on certification and qualifications to either a preferred or non-preferred substitute teacher.

**ARTICLE XXIII**

## SALARY POLICY FOR SUBSTITUTES

- A. All substitute teachers shall be paid on the 15<sup>th</sup> and the last day of the month with the exception of July and August. The final check shall be July 15<sup>th</sup> or earlier if possible, and shall include the days up until and including the last day of school.

Enclosed with the paycheck shall be a statement of the dates worked and the rate paid.

All errors when possible shall be corrected by the next district pay period.

- B. In order to accurately notify all eligible bargaining unit members, the Board shall certify the Association by August 1<sup>st</sup>, the total days worked by each substitute in the district in the previous year.
- C. Substitute teachers shall be paid one (1) half-day salary in the event that a previously arranged assignment is canceled within 24 hours of the time the assignment was to begin. At the time of cancellation, if another equivalent assignment is offered and refused, payment will not be made for the "canceled" substitute assignment. Equivalent is defined as primary/intermediate, middle school/high school assignment.

## ARTICLE XXIV

### COMPLAINT PROCEDURE FOR SUBSTITUTES

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

ARTICLE XXV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2005, except as herein provided and shall continue in effect through June 30, 2008. 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:

BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Negotiations Chairperson

\_\_\_\_\_  
Negotiations Chairperson

## Teachers Salary Guide - 2005 - 2006

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DR
1	41,807	43,077	44,617	45,297	46,217	47,437	49,007	50,227	51,437	52,127	53,037
2	42,307	43,577	45,117	45,797	46,717	47,937	49,507	50,727	51,937	52,627	53,537
3	42,807	44,077	45,617	46,297	47,217	48,437	50,007	51,227	52,437	53,127	54,037
4	43,307	44,577	46,117	46,797	47,717	48,937	50,507	51,727	52,937	53,627	54,537
5	43,807	45,077	46,617	47,297	48,217	49,437	51,007	52,227	53,437	54,127	55,037
6	44,307	45,577	47,117	47,797	48,717	49,937	51,507	52,727	53,937	54,627	55,537
7	44,807	46,077	47,617	48,297	49,217	50,437	52,007	53,227	54,437	55,127	56,037
8	45,307	46,577	48,117	48,797	49,717	50,937	52,507	53,727	54,937	55,627	56,537
9	48,487	49,757	51,297	51,977	52,897	54,117	55,687	56,907	58,117	58,807	59,717
10	51,897	53,167	54,707	55,387	56,307	57,527	59,097	60,317	61,527	62,217	63,127
11	55,557	56,827	58,367	59,047	59,967	61,187	62,757	63,977	65,187	65,877	66,787
12	59,477	60,747	62,287	62,967	63,887	65,107	66,677	67,897	69,107	69,797	70,707
13	63,677	64,947	66,487	67,167	68,087	69,307	70,877	72,097	73,307	73,997	74,907
14	68,187	69,457	70,997	71,677	72,597	73,817	75,387	76,607	77,817	78,507	79,417
15	73,027	74,297	75,837	76,517	77,437	78,657	80,227	81,447	82,657	83,347	84,257
Long	77,908	79,254	80,887	81,607	82,583	83,876	85,540	86,833	88,116	88,847	89,812

## Teachers Salary Guide - 2006 - 2007

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DR
1	43,164	44,434	45,974	46,654	47,574	48,794	50,364	51,584	52,794	53,484	54,394
2	43,664	44,934	46,474	47,154	48,074	49,294	50,864	52,084	53,294	53,984	54,894
3	44,164	45,434	46,974	47,654	48,574	49,794	51,364	52,584	53,794	54,484	55,394
4	44,664	45,934	47,474	48,154	49,074	50,294	51,864	53,084	54,294	54,984	55,894
5	45,164	46,434	47,974	48,654	49,574	50,794	52,364	53,584	54,794	55,484	56,394
6	45,664	46,934	48,474	49,154	50,074	51,294	52,864	54,084	55,294	55,984	56,894
7	46,164	47,434	48,974	49,654	50,574	51,794	53,364	54,584	55,794	56,484	57,394
8	46,664	47,934	49,474	50,154	51,074	52,294	53,864	55,084	56,294	56,984	57,894
9	49,764	51,034	52,574	53,254	54,174	55,394	56,964	58,184	59,394	60,084	60,994
10	53,164	54,434	55,974	56,654	57,574	58,794	60,364	61,584	62,794	63,484	64,394
11	56,764	58,034	59,574	60,254	61,174	62,394	63,964	65,184	66,394	67,084	67,994
12	60,694	61,964	63,504	64,184	65,104	66,324	67,894	69,114	70,324	71,014	71,924
13	64,894	66,164	67,704	68,384	69,304	70,524	72,094	73,314	74,524	75,214	76,124
14	69,404	70,674	72,214	72,894	73,814	75,034	76,604	77,824	79,034	79,724	80,634
15	74,254	75,524	77,064	77,744	78,664	79,884	81,454	82,674	83,884	84,574	85,484
Long	79,708	81,054	82,687	83,407	84,383	85,676	87,340	88,633	89,916	90,647	91,612

## Teachers Salary Guide - 2007 - 2008

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	DR
1	44,450	45,720	47,260	47,940	48,860	50,080	51,650	52,870	54,080	54,770	55,680
2	44,950	46,220	47,760	48,440	49,360	50,580	52,150	53,370	54,580	55,270	56,180
3	45,450	46,720	48,260	48,940	49,860	51,080	52,650	53,870	55,080	55,770	56,680
4	45,950	47,220	48,760	49,440	50,360	51,580	53,150	54,370	55,580	56,270	57,180
5	46,450	47,720	49,260	49,940	50,860	52,080	53,650	54,870	56,080	56,770	57,680
6	46,950	48,220	49,760	50,440	51,360	52,580	54,150	55,370	56,580	57,270	58,180
7	47,450	48,720	50,260	50,940	51,860	53,080	54,650	55,870	57,080	57,770	58,680
8	47,950	49,220	50,760	51,440	52,360	53,580	55,150	56,370	57,580	58,270	59,180
9	51,050	52,320	53,860	54,540	55,460	56,680	58,250	59,470	60,680	61,370	62,280
10	54,450	55,720	57,260	57,940	58,860	60,080	61,650	62,870	64,080	64,770	65,680
11	58,050	59,320	60,860	61,540	62,460	63,680	65,250	66,470	67,680	68,370	69,280
12	61,950	63,220	64,760	65,440	66,360	67,580	69,150	70,370	71,580	72,270	73,180
13	66,150	67,420	68,960	69,640	70,560	71,780	73,350	74,570	75,780	76,470	77,380
14	70,650	71,920	73,460	74,140	75,060	76,280	77,850	79,070	80,280	80,970	81,880
15	75,450	76,720	78,260	78,940	79,860	81,080	82,650	83,870	85,080	85,770	86,680
Long	81,508	82,854	84,487	85,207	86,183	87,476	89,140	90,433	91,716	92,447	93,412

**Secretarial Salary  
2005-06 Guide**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	32,560	30,160	25,460	19,910
<b>2</b>	33,360	31,210	26,410	20,310
<b>3</b>	34,160	32,260	27,360	20,710
<b>4</b>	34,960	33,310	28,310	21,110
<b>5</b>	35,760	34,360	29,260	21,510
<b>6</b>	36,950	35,410	30,210	21,910
<b>7</b>	38,140	36,460	31,160	22,310
<b>8</b>	39,330	37,510	32,110	22,710
<b>9</b>	40,520	38,560	33,060	23,110
<b>10</b>	41,710	39,610	34,010	23,510
<b>Long</b>	45,460	43,616	38,415	27,510

**Secretarial Salary  
2006-07 Guide**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	34,150	32,850	28,050	20,555
<b>2</b>	35,125	33,725	28,825	20,985
<b>3</b>	36,100	34,600	29,600	21,415
<b>4</b>	37,075	35,475	30,375	21,845
<b>5</b>	38,050	36,350	31,150	22,275
<b>6</b>	39,025	37,225	31,925	22,705
<b>7</b>	40,000	38,100	32,700	23,135
<b>8</b>	40,975	38,975	33,475	23,565
<b>9</b>	41,950	39,850	34,250	23,995
<b>10</b>	42,925	40,725	35,025	24,425
<b>Long</b>	46,885	44,685	39,430	28,385

**Secretarial Salary  
2007-08 Guide**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	35,585	34,235	29,385	21,885

2	36,535	35,085	30,135	22,285
3	37,485	35,935	30,885	22,685
4	38,435	36,785	31,635	23,085
5	39,385	37,635	32,385	23,485
6	40,335	38,485	33,135	23,885
7	41,285	39,335	33,885	24,285
8	42,235	40,185	34,635	24,685
9	43,185	41,035	35,385	25,085
10	44,135	41,885	36,135	25,485
<b>Longevity</b>	48,210	45,960	40,540	29,560

**2005-06 Custodian/Maintenance Guide**

Step	Cust I	Cust II	Maint
1	27,962	23,768	32,995
2	28,462	24,193	33,585
3	28,962	24,618	34,175
4	29,462	25,043	34,765
5	31,588	26,850	37,274
6	33,864	28,784	39,960
7	36,290	30,847	42,822
8	38,866	33,036	45,862
9	41,592	35,353	49,079
Longevity	44,892	38,158	52,973

**2006-07 Custodian/Maintenance Guide**

Step	Cust I	Cust II	Maint
1	28,556	24,273	33,696
2	29,056	24,698	34,286
3	29,556	25,123	34,876
4	30,056	25,548	35,466
5	32,155	27,332	37,943
6	34,403	29,243	40,596
7	36,800	31,280	43,424
8	39,346	33,444	46,428
9	42,042	35,736	49,610
Longevity	46,042	39,136	54,330

**2007-08 Custodian/Maintenance Guide**

Step	Cust I	Cust II	Maint
1	28,982	24,635	34,199
2	29,482	25,060	34,789
3	29,982	25,485	35,379
4	30,482	25,910	35,969
5	32,714	27,807	38,603
6	35,096	29,832	41,413
7	37,628	31,984	44,401
8	40,310	34,264	47,566
9	43,142	36,671	50,908

**2005-06 MLS Salary Guide**

<b>Step</b>	<b>Deg</b>	<b>Non Deg</b>
1	22,738	20,862
2	22,988	21,091
3	23,238	21,321
4	23,488	21,550
5	24,828	22,780
6	26,246	24,081
7	27,747	25,458
8	29,336	26,916
<b>Longevity</b>	31,836	29,210

**2006-07 MLS Salary Guide**

<b>Step</b>	<b>Deg</b>	<b>Non Deg</b>
1	23,616	21,668
2	23,866	21,897
3	24,116	22,126
4	24,366	22,356
5	25,706	23,585
6	27,124	24,886
7	28,625	26,263
8	30,214	27,721
<b>Longevity</b>	32,832	30,123

**2007-08 MLS Salary Guide**

<b>Step</b>	<b>Deg</b>	<b>Non Deg</b>
1	24,575	22,548
2	24,825	22,777
3	25,075	23,006
4	25,325	23,236
5	26,670	24,470
6	28,090	25,773
7	29,590	27,149
8	31,175	28,603
<b>Longevity</b>	33,915	31,115

## Appendix A

	2005-2006	2006-2007	2007-2008
Night Foreman	\$2,091	\$2,189	\$2,292
Grounds Foreman	\$3,478	\$3,641	\$3,812
Boiler License	\$1,498	\$1,568	\$1,642
Pesticide Applicator Certificate	\$1,200	\$1,256	\$1,315
Pesticide Operator Certificate	\$800	\$838	\$877
Commercial Drivers License	\$250	\$262	\$274
Refrigeration Recovery Certificate	\$500	\$524	\$549

## Appendix B

Guidance	2005-2006	2006-2007	2007-2008
First Year	\$2,242	\$2,347	\$2,457
Second Year	\$2,670	\$2,795	\$2,926
Third Year	\$3,053	\$3,196	\$3,346
Head Counselor (12 months)	\$5,309	\$5,559	\$5,820

## Appendix C - Extra Compensation

### A. Athletic Activities

Group A	2005-06	2006-07	2007-08
Football	\$8,674	\$9,082	\$9,509
Basketball	\$8,674	\$9,082	\$9,509
Wrestling	\$8,674	\$9,082	\$9,509
Lacrosse	\$8,674	\$9,082	\$9,509
Group B	2005-06	2006-07	2007-08
Baseball	\$7,761	\$8,126	\$8,508
Softball	\$7,761	\$8,126	\$8,508
Soccer	\$7,761	\$8,126	\$8,508
Track	\$7,761	\$8,126	\$8,508
Ice Hockey	\$7,761	\$8,126	\$8,508
Swimming	\$7,761	\$8,126	\$8,508
Field Hockey	\$7,761	\$8,126	\$8,508
Weight Coach - Winter Season	\$7,761	\$8,126	\$8,508
Weight Coach - Summer Season	\$7,761	\$8,126	\$8,508

Indoor Track	\$7,761	\$8,126	\$8,508
<b>Group C</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Gymnastics (1)	\$5,265	\$5,512	\$5,771
Indoor Track	\$5,265	\$5,512	\$5,771
Volleyball	\$5,265	\$5,512	\$5,771
Weight Coach - Fall Season	\$5,265	\$5,512	\$5,771
Weight Coach - Spring Season	\$5,265	\$5,512	\$5,771
Cross Country	\$5,265	\$5,512	\$5,771
Tennis	\$5,265	\$5,512	\$5,771

<b>Group D</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Golf	\$4,566	\$4,781	\$5,006

<b>Others</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Equipment Manager	\$8,337	\$8,729	\$9,139
Cheerleading/Season (1)	\$5,265	\$5,512	\$5,771
H.S. Intramural Coach (3 season)	\$3,545	\$3,712	\$3,886
H.S. Challenge Course	\$820	\$859	\$899
Head Coach Longevity - 5 year	\$272	\$285	\$298
Head Coach Longevity - 10 year	\$365	\$382	\$400
Assistant Coach	65% of Head Coach Stipend	65% of Head Coach Stipend	65% of Head Coach Stipend
Assistant Coach Longevity - 5 year	65% of Head Coach Stipend	65% of Head Coach Stipend	65% of Head Coach Stipend
Assistant Coach Longevity - 10 year	65% of Head Coach Stipend	65% of Head Coach Stipend	65% of Head Coach Stipend

#### B. Extra Mural - Middle School

<b>Intramural Teams (1)</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
4 Weeks	\$1,463	\$1,532	\$1,604
3 Weeks	\$1,156	\$1,210	\$1,267
2 Weeks	\$732	\$766	\$802
Traveling Team	\$2,295	\$2,403	\$2,516
Intramural/Traveling Team Coordinator	\$4,902	\$5,132	\$5,373

**C. Non-Athletic**

<b>High School</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Newspaper Editorial Advisor	\$4,148	\$4,343	\$4,547
Newspaper Business Advisor	\$2,613	\$2,736	\$2,865
Yearbook Editorial Advisor	\$4,148	\$4,343	\$4,547
Yearbook Business Advisor	\$2,613	\$2,736	\$2,865
Literary Magazine Advisor	\$1,936	\$2,027	\$2,122
Senior Class Advisor	\$4,148	\$4,343	\$4,547
Junior Class/Prom Advisor	\$2,887	\$3,023	\$3,165
Sophomore Class Advisor	\$1,218	\$1,275	\$1,335
Freshman Class Advisor	\$1,104	\$1,156	\$1,210
AV Advisor	\$1,584	\$1,658	\$1,736
Detention Monitor	\$2,479	\$2,596	\$2,718
Dramatics Advisor	\$3,229	\$3,381	\$3,540
Stage Tech	\$2,389	\$2,501	\$2,619
Marching Unit Director	\$6,992	\$7,321	\$7,665
Marching Auxiliary Unit Director	\$3,035	\$3,178	\$3,327
Forensic/Debate Advisor	\$6,992	\$7,321	\$7,665
Math Team Advisor	\$1,907	\$1,997	\$2,091
National Honor Society Advisor	\$1,553	\$1,626	\$1,702
PUSH Advisor	\$1,697	\$1,777	\$1,861
Ski Club Advisor	\$1,084	\$1,135	\$1,188
Science Team Advisor	\$1,907	\$1,997	\$2,091
Student Council Advisor	\$4,148	\$4,343	\$4,547
Winter Guard Head Instructor	\$3,035	\$3,178	\$3,327
Winter Guard Assistant Instructor	\$1,973	\$2,066	\$2,163
Music Director/Accompanist	\$1,933	\$2,024	\$2,119
Prop Manager/Stage Manager	\$846	\$886	\$928
Choreographer	\$404	\$423	\$443
Academic League Advisor	\$1,452	\$1,520	\$1,591
Production Manager/Set Designer	\$2,181	\$2,284	\$2,391
Key Club Advisor	\$1,293	\$1,354	\$1,418
Future Business Leaders Advisor	\$976	\$1,022	\$1,070
Jazz Ensemble Advisor	\$1,553	\$1,626	\$1,702
Vocal Ensemble Advisor	\$1,553	\$1,626	\$1,702
Mock Trial Advisor	\$1,553	\$1,626	\$1,702
Robotic Team	\$1,907	\$1,997	\$2,091

**Non-Athletic**

<b>Middle School</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Newspaper Advisor	\$1,659	\$1,737	\$1,819
Yearbook Advisor	\$2,776	\$2,906	\$3,043
AV Advisor	\$1,334	\$1,397	\$1,463
Detention Monitor	\$2,378	\$2,490	\$2,607
Dramatics Advisor	\$2,155	\$2,256	\$2,362
Stage Tech	\$2,389	\$2,501	\$2,619
Art Club Advisor	\$2,389	\$2,501	\$2,619
Orchestra Director	\$2,830	\$2,963	\$3,102
School Store Advisor	\$1,084	\$1,135	\$1,188
Student Council Advisor	\$1,452	\$1,520	\$1,591

<b>Intermediate School</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Newspaper Advisor	\$1,327	\$1,389	\$1,454
AV Advisor	\$1,334	\$1,397	\$1,463
Dramatics Advisor	\$1,724	\$1,805	\$1,890
Orchestra Director (District Wide)	\$2,830	\$2,963	\$3,102
Band Director (District Wide)	\$2,830	\$2,963	\$3,102
Student Council Advisor	\$1,162	\$1,217	\$1,274
Environmental Club Advisor	\$1,096	\$1,148	\$1,202
Odyssey of the Mind	\$1,096	\$1,148	\$1,202

<b>Primary School/District Wide</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
AV Advisor	\$1,104	\$1,156	\$1,210
Nurse Coordinator	\$2,378	\$2,490	\$2,607
Administrative Assistant	\$4,397	\$4,604	\$4,820

<b>Instructional Activities</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
Supplemental Instruction (Hourly)	\$36	\$38	\$40
Bedside Instruction (Hourly)	\$45	\$47	\$49
Driver Education (Hourly)	\$36	\$38	\$40
Summer School Teaching			
Based upon 6 weeks work	1/10 <sup>th</sup> annual salary	1/10 <sup>th</sup> annual salary	1/10 <sup>th</sup> annual salary
Based upon 4 weeks work	1/15 <sup>th</sup> annual salary	1/15 <sup>th</sup> annual salary	1/15 <sup>th</sup> annual salary
Curriculum Revision (Daily)	\$238	\$249	\$261
Coordinator Cooperative Industrial Education During Summer Months			
Based upon 6 weeks work	1/10 <sup>th</sup> annual salary	1/10 <sup>th</sup> annual salary	1/10 <sup>th</sup> annual salary
Based upon 4 weeks work	1/15 <sup>th</sup> annual salary	1/15 <sup>th</sup> annual salary	1/15 <sup>th</sup> annual salary
Media Specialist During Summer Months			
Based upon 6 weeks work	1/10 <sup>th</sup> annual salary	1/10 <sup>th</sup> annual salary	1/10 <sup>th</sup> annual salary
In-Service Course Instructional Session	\$184	\$193	\$202
Environmental Trip Coordinator (per trip)	\$365	\$382	\$400
Environmental Trip Advisor (per Night)	\$184	\$193	\$202
Math/Science Facilitator	\$703	\$736	\$771

- (1) For Middle School Intramural Athletics, High School Interscholastic gymnastics and High School Cheerleading, coaches will be approved, but contracts will be issued based upon the actual number of students participating.
- (2) 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.
- (3) 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 1/6<sup>th</sup> of the individual teacher's salary.
- (4) Any teaching staff member, child study team member or related service provider, who volunteers to attend an IEP meeting or provides related services, such as occupational, physical or speech therapy, during summer recess, shall be compensated at the following hourly rate:

<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>
\$41	\$43	\$45

Any teaching staff member, child study team member or related service provider who is required to give a deposition or appear in court for a special education student hearing outside of schools hours shall be compensated at the above hourly rate.

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 thirty (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. All custodial personnel hired as of July 1, 2004, must possess a Black Seal Boiler License. All new personnel are expected to acquire a license by the end of the first year in order to maintain employment.
- 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 overtime reimbursement.
- G. When an employee is called in to work during a government declared "state of emergency" he/she will be paid at the overtime rate.