

**AGREEMENT BETWEEN THE**

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

**AND THE**

**BRIDGEWATER-RARITAN EDUCATIONAL**  
**ASSISTANTS ASSOCIATION**

**July 1, 2003 - June 30, 2006**

## **PREAMBLE**

This agreement is entered into this 2<sup>nd</sup> day of December 2003 by and between the Board of Education of the Bridgewater-Raritan Regional School District, Bridgewater, New Jersey, hereinafter called the "Board" and the Bridgewater-Raritan Educational Assistants Association, hereinafter called the "Association".

## **ARTICLE I RECOGNITION**

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 recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel employed by the Board as included herein:

Cafeteria Assistants	Team Teaching Assistants
Cafeteria Assistants-In-Charge	Language Lab Assistants
Playground Assistants	Library Assistants
Teacher Assistants	Special Education Assistants
Para educators	

The Board of Education will continue to employ non-bargained for personnel with the nomenclature assistant in the job title, i.e., classroom assistant. These job titles continue to be excluded from recognition except as defined above.

## **ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT**

A. The parties agree to enter into collective negotiations in accordance with the rules and regulations of PERC. The agreements negotiated shall apply to the unit defined, be reduced in writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. 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. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Both parties' teams have the authority to reach tentative agreement only. Ratification of any tentative agreement is reserved to the full Board and Association respectively.

**ARTICLE III  
GRIEVANCE PROCEDURE**

A. Definition

1. A "grievance" shall mean a complaint in writing by an assistant or group of assistants that there has been to him/her or them misinterpretation, misapplication or violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the assistant within ten (10) school days of its occurrence or within ten (10) school days of the time that the assistant knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. The term "grievance" shall not include the following:

a. Matters where a method or review is prescribed by law or by any rule or regulations of the State Commissioner of Education or by the State Board of Education.

b. Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.

c. Any matter the determination of which would require an act by the Board of Education which is beyond the authority of the Board.

d. A complaint of an-assistant which arises by reason of him/her not being re-employed.

2. As used in the above definition, the term "group of assistants" shall mean a group of assistants having the same grievance.

3. An aggrieved person is a person or persons claiming the grievance.

B. Procedure

1. It is agreed by both parties that these proceedings will be kept informal and confidential at all levels of the 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. Time periods contained in the grievance procedure may be extended by mutual agreement of the parties in writing.

3. It is understood that assistants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulation of the Board.

### **ARTICLE III - GRIEVANCE PROCEDURE (continued)**

4. Since it is important that grievances be processed as rapidly as possible, every effort should be made to expedite the process. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

C.

#### **Level One**

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

#### **Level Two**

If as a result of the discussion at Level One the matter is not resolved, the assistant may, within five (5) school days of the discussion conference, set forth his/her grievance in writing to his/her principal on the grievance forms provided. The principal shall communicate his/her decision to the assistant in writing within five (5) school days of receipt of the written grievance.

#### **Level Three**

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

Decisions of the Superintendent in any matter excluded from the definition of a grievance heretofore shall be final and binding on all parties in interest and such decision shall neither be the subject of an appeal to the Board nor submitted to advisory arbitration. The parties expressly agree that consideration of such questions by the Superintendent is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances.

#### **Level Four**

If the grievance is not resolved to the assistant's satisfaction, he/she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach related papers and forward the request within ten (10) school days to the Board of Education. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are

**ARTICLE III - GRIEVANCE PROCEDURE (continued)**

requested by the Board, copies thereof shall be served upon the adverse parties, who shall have the right to reply thereto. If the Board elects to conduct a hearing it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within thirty-five (35) calendar days from the receipt of the grievance appeal or from the receipt of the requested additional materials or from the date of the hearing, whichever is later.

Decisions of the Board in any matter excluded from the definition of a grievance heretofore shall be final and binding on all parties in interest. The parties expressly agree that consideration of such questions by the Board is not intended and shall not be construed to be a waiver of the fact that such matters are not to be deemed grievances.

**D. Miscellaneous**

1. When an assistant is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level Two be notified by the principal that the grievance is in process, shall have the right to be present and present its position in writing at all meetings with the assistant held concerning the grievance and shall receive a copy of all decisions rendered.

2. If a grievance affects a group or class of assistants, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure if more than one assistant affected by the class grievance agrees to do so.

3. Forms pertaining to the filing of grievances shall be prepared by the Association and the Superintendent or his/her designee.

**ARTICLE IV  
ASSOCIATION RIGHTS AND PRIVILEGES**

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

1. By September 30 of the year the contract is to expire, a current roster of assistants (as of September 1).

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 his/her 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 and copy machines at reasonable times when such equipment is not otherwise in use.

**ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES (continued)**

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes. A mail box or receptacle for mail shall be provided for assistants in every school.

Permission of building principal or his/her designee shall be required. Such permission shall not be withheld unreasonably.

E. All Association business shall be conducted outside of working hours. Whenever any representative of the Association or any assistant participates during working hours in negotiations, grievance proceedings, conferences, or meetings scheduled at the Board's discretion, he/she shall suffer no loss in pay.

**ARTICLE V  
EMPLOYEE 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 "Recognition" shall have the right to freely organize, join and support the Association and its activities for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any assistant in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey, 1968, as amended and supplemented by Chapter 123, Public Laws of New Jersey, 1974, or other laws of New Jersey or Constitutions of New Jersey and the United States.

B. No assistant shall be disciplined, reprimanded or have his/her increment withheld without just cause.

C. Nothing contained herein shall be construed to deny or restrict to any assistant such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.

D. The provisions of the Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, handicap, race, color, creed, national origin or political affiliation. Both the Board and the Association shall bear responsibility for complying with this provision of the Agreement.

E. Beginning on July 1, 2004, special education assistants will have the following length of work day:

Primary/Intermediate	6 ¼ Hours
Middle School	6 ½ Hours
High School	7 Hours

F. The work year for all assistants shall be 185 days.

**ARTICLE VI  
SICK LEAVE**

A. All assistants shall be entitled to twelve (12) sick leave days each school year with pay as of the first official day of said school year. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit. Sick days will be pro-rated for employees begin employment after the start of the contract at the rate of one day for each month of employment.

B. 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.

C. Any unused temporary leave days (Article VII.A.) shall be accumulated from year to year as sick leave days.

D. Upon the termination of the employment of an assistant by retirement after at least twenty (20) years of employment in the district, the Board of Education shall compensate the assistant for unused accumulated sick leave upon the following basis:

1. One (1) day for every three (3) days of unused accumulated sick leave to a maximum of forty-five (45) paid days.
2. The per diem compensation rate shall be the product of the number of hours worked per day times the hourly rate of the assistant at the time of retirement.

**ARTICLE VII  
TEMPORARY LEAVE OF ABSENCE**

A. Assistants shall be granted two (2) temporary leave days for Legal Business and/or Family Matters. At least 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. Assistants employed on or before November 1 shall be entitled to two (2) Article 7-A days; employed on or before March 1 shall be entitled to one (1) Article 7-A day; employed after March 1, no Article 7-A days.

B. Excused absences, arranged at least 24 hours in advance, may be granted as approved by the building principal, for any of the following reasons, up to a maximum of two days per year:

- a. Marriage in immediate family. Immediate family is limited to self, children, mother, father, sister, brother, grandchildren, mother-in-law, father-in-law.
- b. Graduation exercises of employee, children or spouse. This section applies to graduation from high schools or institutions of higher learning.
- c. Required appearance in court involving no moral turpitude on the part of the employee.

**ARTICLE VII - TEMPORARY LEAVE OF ABSENCE (continued)**

d. Unusual circumstances.

NOTE: Personal days will not be granted the day immediately preceding or following a holiday.

C. Emergency leave, which cannot accumulate may be granted for up to three (3) days for critical illness in the immediate family.

a. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside. Such absences of two or more consecutive days must be supported by a medical certification as to the seriousness of the illness of the family member requiring the employee's absence.

b. Immediate family means husband, wife, children and any other members of the same home; domestic partners, father, mother, brother, sister, grandfather, grandmother, mother-in-law, father-in-law.

c. Emergency leave requests are to be made to the building principal. The number of days is at the discretion of the Board of Education or its agent(s) and the length of the emergency leave granted is final.

d. 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. One Professional Day may be granted to each Educational Assistant upon request to and approval by the Superintendent or his designee if funds are available from the \$4500 course reimbursement fund.

**ARTICLE VIII  
IN-SERVICE**

In-service workshop(s) for assistants will be offered at the discretion of the Board at time(s) determined by the Board. Such workshops are mandatory.

**ARTICLE IX  
INSURANCE**

A. Health



The Board of Education agrees for the duration of this agreement, it will provide individual and full family health-care insurance coverage for all employees in the defined unit working 20 hours per week or more.

Effective July 1, 1997, Mandatory Second Surgical Opinion (MSSO) will be added to the Board's traditional medical insurance program. MSSO requires a second opinion prior to certain elective surgical procedures. A participating provider needs to be seen for this second opinion. Regardless of the outcome of this second opinion, the covered member will be allowed to make his/her own decision regarding surgery. Failure to get this mandatory second opinion will result in a reduction in benefits. Effective July 1, 1997, Hospital Preadmission Certification (HPC) will be added to the Board's traditional medical insurance program. HPC requires that a member contact the insurance company whenever he/she is going to be admitted for an inpatient hospital stay. The insurance company will either certify that the member needs to be admitted to them hospital or will contact the member's doctor to discuss whether treatment at another type of medical facility is advisable. Emergencies are excluded from HPC. Failure to get preadmission certification will result in a reduction in benefits. Effective July 1, 1998, the deductible for the Board's traditional medical insurance program will be \$200 for single coverage and \$400 for family coverage.

New employees hired on or after the effective date of ratification of both the Association and the Board of Education shall receive medical benefits including family coverage in the managed health care program 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 traditional medical insurance plan program by paying the difference in premium cost between the managed health care plan and the traditional plan. Beginning in the sixth (6th) year of employment the employee may elect to enroll in the traditional plan paid for by the Board.

Employees who elect to waive their medical insurance benefits shall be compensated each year two thousand (\$2000) dollars for family coverage, one thousand seven hundred fifty (\$1750) dollars for husband/wife coverage, and one thousand two hundred fifty (\$1250) dollars for parent/child coverage. Prior to making such an 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.

## B. Dental

The Board agrees to provide a family dental plan for all assistants working twenty (20) hours or more per week. Such program shall be the non-deductible Delta Dental Premier Plan #7129.

**ARTICLE X  
SALARY PROGRAM**

A. See attached salary guides.

B. Assistants employed on or before February 1 of the school year, upon recommendation for re-employment, shall be entitled to full step and guide increment. Assistants hired after February 1, upon recommendation for re-employment, shall be entitled to guide increment only.

C. For the 03-04 school year, longevity payments to assistants shall reflect the system of payment under the July 1, 2000 - June 30, 2003 contract. Beginning July 1, 2004, assistants shall be granted a longevity payment subject to the following conditions:

1. At the beginning of their eleventh (11) year of consecutive employment in the Bridgewater-Raritan School District, assistants will receive a \$400 longevity payment that will be paid in 20 equal installments.
2. At the beginning of their twenty-first (21) year of consecutive employment in the Bridgewater-Raritan School District, assistants will receive a \$600 longevity payment that will be paid in 20 equal installments.

D. Head cafeteria/play assistants will receive a compensation of fifty cents (.50) an hour.

**ARTICLE XI  
VACANCIES AND NEW POSITIONS**

A. Announcement of each assistant opening in the district will be posted in each school building main office and in the district Personnel office.

B. In the event of job termination, a thirty (30) day notice will be given.

C. An employed assistant who applies in writing for a new position or vacancy will receive in writing acknowledgment of his/her application and if denied the position, a letter of disposition.

**ARTICLE XII  
EDUCATIONAL COMPENSATION**

If an assistant enrolls in and completes an approved course designed to equip him/her for better performance and efficiency in his/her job, he/she shall be reimbursed for the cost of the course based upon the State College tuition rate, not to exceed \$4500 per year for the entire B.R.E.A. Association. An assistant shall be limited to a maximum of three credits per semester. Requests for course reimbursement must be submitted by February 10 for courses completed during the Fall semester and July 10 for courses completed during the Spring semester. Request for course approval is to be made in advance of the course starting date on the approved form. Final approval is at the sole discretion of the Superintendent or his designee.

**ARTICLE XIII  
DURATION OF AGREEMENT**

A. This Agreement shall take effect upon execution by officers of the Board and the Association and official ratification by resolutions of the Board of Education and the membership of the Association.

B. When so executed and ratified, the Agreement shall be effective as of July 1, 2003, and shall continue in effect until June 30, 2006. This Agreement may be extended only by a written document executed and ratified as provided in this ARTICLE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the proper officers and their seals to be affixed hereto the day and year first written above.

**ATTEST: BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION**

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

\_\_\_\_\_  
**President**

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

**ATTEST: BRIDGEWATER-RARITAN EDUCATIONAL ASSISTANTS ASSOCIATION**

\_\_\_\_\_  
**Negotiations Member**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Negotiations Member**

# ASSISTANTS SALARY GUIDE

## CAFETERIA/PLAY ASSISTANTS

Step	2003-2004	2004-2005	2005-2006
1	8.00	8.50	9.00
2	8.75	9.00	9.50
3	9.35	9.75	10.00
4	10.35	10.35	10.75
5	11.15	11.15	11.35
6	11.50	12.15	12.15
7	12.00	12.50	13.15
8	12.50	13.00	13.25
9	13.50	13.50	13.75
10		14.00	14.25
11			14.50

## SPECIAL EDUCATION ASSISTANTS

Step	2003-2004	2004-2005	2005-2006
1	11.00	11.50	12.00
2	11.50	12.00	12.50
3	12.00	12.50	13.00
4	13.00	13.00	13.50
5	13.75	13.75	14.00
6	14.25	14.75	14.75
7	14.65	15.25	15.75
8	15.15	15.65	16.25
9	16.00	16.15	16.50
10		16.50	16.75
11			17.00

## LIBRARY/LANGUAGE LAB ASSISTANTS

Step	2003-2004	2004-2005	2005-2006
1	9.60	10.00	10.50
2	10.10	10.60	11.00
3	10.70	11.10	11.60
4	11.70	11.70	12.10
5	12.55	12.55	12.70
6	13.00	13.55	13.55
7	13.65	14.00	14.55
8	14.00	14.65	15.00
9	14.75	15.00	15.50
10		15.25	15.75
11			16.00