

648

AGREEMENT BETWEEN THE
BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION
AND THE
BRIDGEWATER-RARITAN EDUCATIONAL ASSISTANTS ASSOCIATION
July 1, 1993 - June 30, 1995

PREAMBLE

This agreement is entered into this 27th day of April 1993 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

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.

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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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.
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.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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 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

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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, mimeographing machines, other duplicating equipment at reasonable times when such equipment is not otherwise in use.

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

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES (continued)

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. Assistants who have reported for work shall be paid their regular hourly rate for a normal work day if an emergency occurs while school is in session which necessitates the closing of the school, i.e. boiler problems, water pipes breaking, early dismissal due to weather conditions, etc.
- F. In the event of a delayed school opening, assistants shall be paid at their hourly rate for a normal work day.

**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 whether or not they report for duty on that day. 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 who 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

ARTICLE VI - SICK LEAVE (continued)

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 them 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 children or spouse.
 - c. Required appearance in court involving no moral turpitude on the part of the employee.
 - 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 and up to five (5) days for death 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

ARTICLE VII - TEMPORARY LEAVE OF ABSENCE (continued)

the employee's absence.

- b. Immediate family means husband, wife, children and any other members of the same home; 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. 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 \$750 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. If in-services are held, assistants will be compensated at their approved hourly rate.

**ARTICLE IX
INSURANCE**

A. Health Care Insurance

The Board of Education shall provide individual and dependent health-care insurance coverage in accordance with the New Jersey State Health Benefits Program Act (N.J.S.A.) 52:14-17.25, et seq N.J.A.C. 17:9-1.1, et seq.) for all assistants working 20 hours per week or more. Benefits shall include:

- | | |
|----------------|------------------|
| 1. Blue Cross | 3. Major Medical |
| 2. Blue Shield | 4. Rider J |

The Board agrees to continue to pay the entire cost of individual and dependent coverage throughout the 1991-92 contract year. If the Board is able to comply with the equality requirements of N.J.A.C.17:9-5.4(b) for all district employees enrolled in the Program, then each assistant shall pay the same portion of the cost of dependent coverage as the Bridgewater-Raritan Education Association agrees to pay for the 1992-93 contract year.

B. Dental Insurance

As of July 1, 1978, the Board agrees to fund fully a single interest dental plan for all assistants working twenty (20) hours or more per week. Said program shall be a non-deductible U.C.R. Basic Dental Plan.

As of July 1, 1991, the Assistants will be offered the opportunity, once a year or upon initial employment to purchase family dental coverage. The difference between the single interest premium and the family premium will be fully paid by the employee through payroll deduction.

ARTICLE IX - INSURANCE (Continued)

As of July 1, 1993, the Assistants will contribute the dental premium percentage increase for single interest dental plan through payroll deduction. The deduction rate for the 93-94 school year will be \$1.21 per month. The 94-95 deduction rate will be determined based upon the percentage increase in premium.

**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. Assistants shall be granted a lump sum longevity payment subject to the following conditions:
 1. For ten (10) years of service completed in the Bridgewater-Raritan School District prior to June 1 of the school year: \$125.00.
 2. For twenty (20) years of service completed in the Bridgewater-Raritan School District prior to June 1 of the school year: \$225.00.
 3. Subsequent longevity payments will be determined by utilizing the June 1 anniversary cut off date.
 4. Longevity payments shall be made annually as part of the last May paycheck.
 5. Assistants must be in the active employ of the Board during the May pay period to receive the longevity payment.

**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) days 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 \$750.00 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 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) days notice will be given.
- C. An employed assistant who applies in writing for a new position or vacancy will receive in writing acknowledgement 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 \$750.00 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, 1993, and shall continue in effect until June 30, 1995. 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

James P. Carls
Board Secretary

Richard P. Bergeron 4/27/93
President

Triston S. Holmes
Negotiations Chairperson

ATTEST: BRIDGEWATER-RARITAN EDUCATIONAL ASSISTANTS ASSOCIATION

Claudia Rockman
Secretary

Mary Pirras 4-28-93
Co-President

Mary S. Silba
Co-President

S A L A R Y G U I D E

1 9 9 3 - 1 9 9 4

	Step 1	Step 2	Step 3
Cafeteria, Playground	7.25	7.80	8.55
Cafeteria, Asst.-in-Charge	7.50	8.05	8.80
Library, Teacher, language Lab.	8.40	8.90	9.70
Special Education	9.70	10.30	10.70

1 9 9 4 - 1 9 9 5

	Step 1	Step 2	Step 3
Cafeteria, Playground	7.40	8.00	8.90
Cafeteria, Asst.-in-Charge	7.65	8.25	9.15
Library, Teacher, language Lab.	8.80	9.00	10.05
Special Education	10.00	10.65	11.05