

AGREEMENT BETWEEN



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

AND

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



July 1, 2018 — June 30, 2019

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**PREAMBLE**

This agreement is entered into this July 1, 2018, 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.

**TEACHER, SECRETARY, MAINTENANCE PERSONNEL & ASSISTANTS**

**(All provisions contained apply to those personnel as defined in Article I – Recognition only, unless otherwise noted.)**

**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 personnel, and service personnel employed by the Board of Education as included herein:

Assistants (Cafeteria Assistants, Cafeteria Assistants-In-Charge, Language Lab Assistants, Library Assistants, Playground Assistants, Special Education Assistants, Teacher Assistants, Team Teaching Assistants)  
Child Study Team  
Curriculum Specialists  
Elementary Teacher Specialists  
Laboratory Technicians  
Maintenance Personnel  
Media Specialists  
Nurses and Nurse Coordinators  
Occupational Therapists  
Physical Therapists  
School Behavior Consultants/Behavior Specialists (which shall not be eligible for tenure)  
School Counselors  
Science Lab Tech  
Secretarial Personnel  
Speech Therapists  
Supplemental Instructors  
Teachers  
Transportation Mechanics  
Writing Lab Instructors  
Writing Center Tech

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  
Executive Secretaries  
Assistants (Data Processing, Maintenance,  
Personnel, Purchasing, Transportation and Technology)  
Bus/Van Drivers  
Attendance Officer  
Night Supervisor  
Maintenance Supervisor  
Plant Engineer  
Computer Specialist  
Career Resource Room Assistants  
Human Resources Manager  
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. 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 BREA 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
Article XVI	Promotions
Article XIX	Miscellaneous Provisions
Article XX	Management Rights
Article XXXV	Duration

D. In addition to the specific sections or Articles of this Agreement that refer only to assistants, who are BREA Members, the following Articles and sections shall apply to assistants.

Article III	Grievance Procedure
Article IV	Employee Rights, Sections A, B, C, D, E, F, H, I, J, K, L, and N
Article V	Association Rights

Article VI	Employees Work Year
Article VIII	Salaries
Article IX	Employee's Facilities
Article X	Sick Leave
Article XIV	Insurance Protection
Article XV	Deduction from Salary
Article XVI	Promotions
Article XVIII	Representative Fee
Article XIX	Miscellaneous Provisions
Article XX	Management Rights
Article XXXV	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. On or after January 15<sup>th</sup> of the year in which the existing agreement expires, the Association or Board may give written notice of the intent to commence negotiations. The first meeting of the parties shall occur within (30) calendar days after receipt of notice. 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 Assistant Superintendent for Personnel, 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 Assistant Superintendent for Personnel. 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 Assistant Superintendent for Personnel explaining the alleged inaccuracy. If the Assistant Superintendent for Personnel 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. The Board shall notify the Association and employees whose contracts have not been renewed for the following year in accordance with law. 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.
- O. Service Employees and 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:

2018-19
\$440

- 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 classification, 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 & service 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. An evaluation conference will be held. Upon request of either party, a pre and/or post 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. 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.
- 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.



## ARTICLE VI

### EMPLOYEE'S WORK YEAR

- A. The teacher and assistant work year shall have one hundred eighty-one (181) student instructional days in addition to three (3) professional development days: one (1) day immediately preceding the opening of school and two (2) full day teacher in-service days. 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', Elementary Teaching Specialists', School Psychologists', Social Workers and LDTCs work day will remain the same as current practice and work year will be the same as the teachers' work year. Effective July 1, 2019, Counselors and Elementary Teaching Specialists will work two (2) days between the close of schools and June 30<sup>th</sup>. Effective July 1, 2019, Counselors, Elementary Teaching Specialists, School Psychologists, Social Workers and LDTS may work up to five (5) additional days as needed by the principal during the summer months at a mutually agreed upon time. Counselors, Elementary Teaching Specialists, School Psychologists', Social Workers and LDTCs will receive one-seventh (1/7<sup>th</sup>) of the stipend (Appendix B) for each of these days worked.
  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. On days of mid-term and final exams at the High School, teachers shall work a full day even when students have a half day, provided that it is a full work day for other teachers in the District.
- C. The work day of high school teachers shall consist of five instructional classes, one prep period, one duty-free lunch period, and as designated by the principal two periods of either (a) two duties or (b) one duty and on tutorial. Duty and tutorial periods may be used for professional development as scheduled by administration. The tutorial period will be the length of one regular teaching period. During the tutorial, teachers shall be required to monitor and assist with any and all education needs of the students as it pertains to the teachers' area of certification. Students will not be admitted unless they have a pass and are attending for the subject matter related to the teacher in charge of said tutorial. The tutorial period will not be

used to monitor students that are not in need of help. The tutorial period will not be used for the supervision of students for disciplinary reasons. The tutorial will not include grading or lesson planning. The purpose of the tutorial period is to provide additional instructional support to students and shall be considered an instructional duty assignment. Teachers that teach additional classes for additional compensation will not be relieved of their tutorial duty but rather, will be relieved of any other duty. Physical Education/Health teachers at the high school may be assigned a duty period in lieu of the tutorial period.

- D. Classroom teachers in grade one through grade four shall be given an average of two (2) program management/data analysis periods per calendar month (maximum 20 periods per school year) to be scheduled by the building administrator. For the purposes of this paragraph, a classroom teacher is a teacher who alone or in conjunction with a co-teacher has primary responsibility over a single cohort of students for substantially an entire day on a daily basis, but shall include Resource Room special education teachers. This period shall be used for data entry and program analysis purposes. In the event, that a resource teacher cannot receive these periods due to IEP requirements, that teacher shall be relieved of his/her arrival and dismissal responsibility for an average of two (2) days per calendar month (maximum 20 periods per school year);
- E. In-service workshop(s) for assistants will be developed through a Collaborative Committee to develop in-service training with approval by Supervisors and Administrators. Such workshops are mandatory.
- F. 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.
- G. Major changes in the school calendar shall be finalized by the Board after consultation with the Association leadership.
- H. The parties agree to establish a schedule advisory committee. It shall be made up of three teachers selected by the Association, three teachers selected by the Administration and with Administration members as well. It will meet to discuss possible recommendations for schedule changes. Any changes in terms and conditions of employment shall be subject to negotiations.
- I. THE FOLLOWING PROVISIONS REFER TO SECRETARIAL/CLERICAL, SERVICE PERSONNEL:

1. Work Week

a. Secretarial

	<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
10-month level D	43.2	32-1/2	216

\*35 hours per week during winter and spring vacations and from July 1st to September 1st.

\*\*The summer hours for 12-month secretaries shall begin four (4) days after the teachers' last day.

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**

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. **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 any time, 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 immediate supervisor, 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.

J. **The length of the work day for assistants shall be:**

Cafeteria/Playground	3*	Teacher assistants	
Language Lab	6.5	High School	3.5
Library	3	Intermediate/Middle	6
Special Education	7	Elementary	5.5

\*with the exception of those "grand-fathered" personnel.

## 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.
- 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. 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.
- J. Teachers shall be required to post end of term grades within one (1) week of the terms completion.

## 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.
  - 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. Placement on the guide will be at the Superintendent's discretion.
  - 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 Secretaries**
    - a. Secretaries and clerks shall be entitled to placement on the longevity step of the Secretarial 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 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 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 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 of the requirements for longevity placement.

5. **Longevity for Service Personnel**

- a. Service personnel shall be entitled to placement on the longevity step of the 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.

B. **Salary Program for Assistants**

- a. 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.
- b. 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, on regular payroll schedule.
  - 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, on regular payroll schedule.
- c. Head cafeteria/play assistants will receive a compensation of fifty cents (.50) an hour.

- 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:

**Summer: Courses beginning on or after May 1<sup>st</sup> – no sooner than January 1<sup>st</sup> and no later than April 15<sup>th</sup>;**

**Fall: Courses beginning on or after September 1<sup>st</sup> – no sooner than May 1<sup>st</sup> and no later than August 15<sup>th</sup>;**

**Spring: Courses beginning on or after January 1<sup>st</sup> – no sooner than September 1<sup>st</sup> and no later than December 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 \$403,108 per school year. The amount shall be reduced to \$353,108 for the 2018-2019 school year.
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 Human Resources Manager.

<b>2018-19</b>
<b>\$7,557</b>

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

<b>2018-19</b>	
Six (6) credits	\$481
Twelve (12) credits	\$960
Eighteen (18) credits	\$1,443

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.

If an assistant enrolls in and completes and received a satisfactory grade in 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 County College tuition rate. For the unit not to exceed \$7,000.00 per year for the entire BREA Association. An assistant shall be limited to a maximum of three credits per semester. Requests for course reimbursement must be submitted by March 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.

9. Non-credit courses not charged against this fund. One course (3 credits) per person, per semester until all have one. If money is still available, then second courses will be paid (prorate if necessary). If excess funds are available at the end of year, existing persons whose tuition rate was higher than County College rate can receive equal amounts per course, except no one can be paid more than actual cost.

- 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 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.
- 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 who is paid for ninety-two (92) or more work days in the year (184 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 who was paid for less than ninety-two (92) 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 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 by February 1<sup>st</sup> 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.

- I. The Board agrees to reimburse teachers \$70 for professional days taken to attend single day workshops and a maximum of \$100 to attend workshops of two or more days. Attendance at the workshop shall be preapproved by the Superintendent and/or his designee in accordance with district procedures and requisite BOE approval for reimbursement of travel. The workshop must be directly related to the teacher's assignment, as well as District and curricular goals. A full-day workshop involves a minimum time commitment of five hours.
- J. Speech & Language Pathologists will be reimbursed for certification renewals that are required in order to maintain their certificate.

**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 personnel -- applicable hourly rate at Step I of the appropriate guide
  - Maintenance personnel -- hourly rate, Step I.

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
  - Five (5) weeks session- one (1) day
  - Six (6) weeks session -- two (2) days
- F. All BREA member assistants employed in the summer program shall be granted one (1) non-accumulated sick day for that summer program.
- G. All employees will be given an accounting of accumulated sick leave by the first week of school.
- H. 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.
- I. 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:

2018-19	
Teachers	\$22,665
Secretaries	\$14,356
Service Personnel	\$14,356

2. The compensation rate for teachers 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.
- J. 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 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 the employee's immediate supervisor. Time cannot be taken on the first or last day of school, and must be taken at the time of the actual wedding ceremony.
  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 three (3) 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.
9. All leaves of absence referred to in this section are subject to the following conditions:
  - A. 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:
    - i. Manager of Building and Grounds in the case of maintenance personnel
  - B. Temporary leave days described in Paragraph A.6. will not be granted the day immediately preceding or following a vacation or holiday.
  - C. 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. These requests must be made with sixty (60) days advance notice unless there are extenuating circumstances.
- H. To the extent that any element of this Article is in conflict with the Family Medical Leave Act or the New Jersey Family Leave Act, the statute shall be controlling.

### 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. The Board agrees to provide health benefits comparable to the Horizon Direct 15 Plan. Employees shall continue to contribute in accordance with the tier 4 rates/percentages of P.L. 2011, Chapter 78.

Employees shall be permitted to buy up to Horizon Direct 10 provided the employee pays the total cost differential between the selected plan and Horizon Direct 15.

The prescription drug benefit plan will have the following copays: \$5 Generic / \$10 Brand Name / 2 X Mail Order.

- B. The Board will offer Healthcare and Dependent 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. Orthodontic coverage is available 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, subject to the employee paying his/her share of the health insurance premium contribution as set forth above.

- I. Employees who elect to waive their medical insurance benefits outlined in Article XIV.A. shall be compensated an amount reflecting 25% of the amount saved by the Board, not to exceed \$5,000. 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.
- J. The Board has the option of offering additional health, dental, and/or prescription benefit plans to the Association members at any time in addition to those set forth above.
- K. Said health and dental insurance plans shall be provided only to employees who work in excess of an average of twenty-nine (29) hours per week, except as outlined herein. During the duration of the 2018-2019 school year, all current .8 employees shall continue to receive said benefits through the end of the school year. Following the conclusion of the 2018-2019 school year, current .8 employees, unless otherwise non-renewed, shall be offered full-time positions with the District for the 2019-2020 school year. In the event that a current .8 employee rejects the proposed increase in hours, they shall serve in their position without benefits for the duration of their employment.

## 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 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>2018-19</b>	
Middle/High School	<b>\$37</b>
Primary/ Intermediate	<b>\$218</b>

B. Any teacher assigned to assume all instruction responsibility for longer than five (5) consecutive instructional days shall be compensated under the Appendix C- Extra Compensation, Instructional Activities (3).

C. A teacher assigned to intermittent classes and/or for a period of five (5) or less consecutive instructional days shall be compensated under this Article XVII, Class Coverage (A).

## 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 non-negotiability 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. The aforementioned work day provisions are subject to the following: Where a substitute teacher works a full day, that substitute shall be entitled to no more than one prep period and one lunch period during that day.
- I. 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.
- J. The Board agrees to provide, at no cost to the substitute teacher, standard health tests as required of teachers to maintain their employment.
- K. 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.
- L. 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 provision will be calculated and paid subsequent to the completion of the assignment.
- M. Announcements of Fall/Spring district in-service offerings will be emailed to members.

**ARTICLE XXII**

**SALARY PROGRAM FOR SUBSTITUTES**

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

<b>2018-19</b>
<b>\$165.29</b>

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

<b>2018-19</b>
<b>\$139.43</b>

- 3. Substitute nurses will be paid:

**2018-19**

**\$254.12**

- 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:

**2018-19**

**\$254.12**

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 Superintendent or his/her designee. 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. Substitute teachers serving as temporary replacements for teachers who are on maternity leave and who have substituted for the same teacher for more than sixty (60) consecutive school days in a school year ("Long Term Substitutes") shall:
1. Receive a contract as a "Long Term Substitute."
  2. Be compensated at the Step 1, BA Level of the then current Teachers Salary Guide. There shall be no advancement on the Salary Guide beyond Step 1, despite continuing service into another school year.
  3. Be permitted, at their discretion, to join the BREA and/or its state and national affiliates.
  4. Compensation shall be retroactive to the first day of the present long-term assignment.
- E. 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 day at 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 daily rate being paid the substitute.
- F. 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.

G. **Additional Coverage**

Substitute educators (grades 7-12) 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.

2018-19	
Middle/High School	\$23
Primary/ Intermediate	\$125

- H. If there are no requests for coverage or requests cannot reasonably 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 to 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

##### 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. If termination is through RIF, notice will be given by June 1<sup>st</sup>.
- 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 XXVI

##### TEMPORARY LEAVE OF ABSENCE FOR ASSISTANTS

- A. Assistants shall be granted three (3) 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. The assistants employed on or before November 1<sup>st</sup> shall be entitled to two (2) Article 7-A days; employed on or before March 1<sup>st</sup> 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:
  - 1. Marriage in immediate family. Immediate family is limited to self, children, mother, father, sister, brother, grandchildren, mother-in-law, father-in-law.
  - 2. Graduation exercises of employee, children or spouse. This section applies to graduation from high schools or institutions of higher learning.
  - 3. Required appearance in court involving no moral turpitude on the part of the employee.
  - 4. 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.
  - 1. 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.

2. 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.
  3. 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.
  4. 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, member of same home. 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.

**ARTICLE XXVII**


**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2018, except as herein provided and shall continue in effect through June 30, 2019. 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.

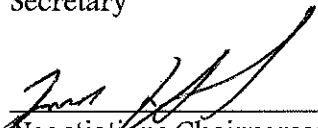

BRIDGEWATER-RARITAN  
EDUCATION ASSOCIATION, INC.


BRIDGEWATER-RARITAN  
REGIONAL BOARD OF EDUCATION


BY:   
\_\_\_\_\_  
President

BY:   
\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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

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

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

Appendix A

SALARY GUIDES

Teacher Salary Guides

Step	BA	BA+15	BA+30	BA+45	MA	MA+15	MA+30	MA+45	MA+60	MA+75	PhD
1	52,505	54,030	55,555	57,080	58,605	60,130	61,655	63,180	64,705	66,230	67,755
2	53,005	54,530	56,055	57,580	59,105	60,630	62,155	63,680	65,205	66,730	68,255
3	53,500	54,975	56,550	58,075	59,600	61,125	62,650	64,175	65,700	67,225	68,750
4-5	54,000	55,525	57,050	58,575	59,965	61,625	63,150	64,675	66,200	67,725	69,250
6-7	54,580	56,105	57,630	59,155	60,680	62,205	63,730	65,255	66,780	68,305	69,830
8-10	56,680	58,205	59,730	61,255	62,780	64,305	65,830	67,355	68,880	70,405	71,930
11-12	59,180	60,705	62,230	63,755	65,280	66,805	68,330	69,855	71,380	72,905	74,430
13	61,680	63,205	64,730	66,255	67,780	69,305	70,830	72,355	73,880	75,405	76,930
14	64,305	65,830	67,355	68,880	70,405	71,930	73,455	74,980	76,505	78,030	79,555
15	67,150	68,675	69,980	71,725	73,250	74,775	76,300	77,825	79,350	80,875	82,400
16	69,985	71,630	73,155	74,680	76,205	77,730	79,255	80,780	82,305	83,830	85,355
17	73,260	74,785	76,310	77,835	79,360	80,885	82,410	83,935	85,460	86,985	88,510
18	76,630	78,155	79,680	81,205	82,730	84,255	85,780	87,305	88,830	90,355	91,880
19	79,965	81,605	83,130	84,655	86,180	87,705	89,230	90,755	92,280	93,805	95,330
20	83,630	84,985	86,680	88,205	89,730	91,255	92,780	94,305	95,830	97,355	98,880
21	87,280	88,805	90,330	91,855	93,380	94,905	96,430	97,955	99,480	101,005	102,530
22	90,280	91,805	93,330	94,855	96,380	97,905	99,430	100,955	102,480	104,005	105,530

\*Horizontal salary guide advancement shall be in accordance with N.J.S.A. 18A:6-8.5 and the Sidebar Agreement by and between the BREA and Board dated March 16, 2017.

\*\* Effective with the 2019 Extended School Year, certificated staff members working the Extended School Year program shall be paid at a daily rate of 1/300<sup>th</sup> of their salary.

**Maintenance Salary Guides**

**Year 1**

**2018-19      Bridgewater Building and Grounds**

Step	Salary
1	43,697
2	44,287
3	44,877
4	45,467
5	47,967
6	50,767
7	53,667
8	56,767
9	59,983
L	64,717

**Miscellaneous Salary Guide**

Science Lab Tech	\$27,748
Writing Center Tech	\$41,641

**YEAR 1  
2018-19**

***Bridgewater Secretary***

Secretary Salary Guides

**Salary  
Guide**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>1</b>	47,553	45,413	40,182	28,532
<b>2</b>	48,503	46,320	40,985	29,102
<b>3</b>	49,453	47,228	41,788	29,672
<b>4</b>	50,403	48,135	42,591	30,242
<b>5</b>	51,353	49,042	43,393	30,812
<b>6</b>	52,303	49,949	44,196	31,382
<b>7</b>	53,253	50,857	44,999	31,952
<b>8</b>	54,203	51,764	45,802	32,522
<b>9</b>	55,153	52,671	46,604	33,092
<b>10</b>	56,103	53,578	47,407	33,662
<b>L</b>	60,498	57,776	51,121	36,299

Assistant Salary Guides

**YEAR 1**

**2018-19      Bridgewater Assistants**

Salary Guide Step	Café / Play	Head	Lib / Lang	Spec. Ed. EI	Spec Ed MS	Spec Ed HS
1	15.73	16.23	18.48	20.23	20.23	20.23
2	15.98	16.48	18.73	20.48	20.48	20.48
3	16.27	16.77	19.02	20.77	20.77	20.77
4	16.56	17.06	19.31	21.06	21.06	21.06
5	17.06	17.56	19.81	21.56	21.56	21.56
6-9	17.63	18.13	20.38	22.13	22.13	22.13
10	17.63	18.13	20.38	22.13	22.13	22.13
11	17.63	18.13	20.38	22.13	22.13	22.13
12	17.63	18.13	20.38	22.13	22.13	22.13
13	17.63	18.13	20.38	22.13	22.13	22.13
14	17.63	18.13	20.38	22.13	22.13	22.13
15	18.25	18.75	21.00	22.75	22.75	22.75
16	18.88	19.38	21.63	23.38	23.38	23.38
17	19.54	20.04	22.29	24.04	24.04	24.04

\*Salary increases outlined in Appendix A shall be effective July 1, 2018. There shall be no retroactive pay for work performed during the summer of 2018.

**Appendix B**

	2018-2019
Night Foreman	\$2,757
Grounds Foreman	\$4,654
Boiler License	\$2,005
Pesticide Applicator Certificate	\$1,605
Pesticide Operator Certificate	\$1,071
Commercial Drivers License	\$334
Refrigeration Recovery Certificate	\$670
<b>Guidance</b>	<b>2018-2019</b>
First Year	\$2,827
Second Year	\$3,367
Third Year	\$3,850
Head Counselor (12 months)	\$6,696

**Appendix C - Extra Compensation**

**A. Athletic Activities**

<b>Group A</b>	<b>2018-2019</b>
Basketball	\$11,611
Football	\$11,611
Lacrosse	\$11,611
Wrestling	\$11,611

<b>Group B</b>	<b>2018-2019</b>
Baseball	\$10,389
Field Hockey	\$10,389
Ice Hockey	\$10,389
Indoor Track	\$10,389
Soccer	\$10,389
Softball	\$10,389
Swimming	\$10,389
Track	\$10,389
Volleyball	\$10,389
Weight Coach – Summer Season	\$10,389
Weight Coach – Winter Season	\$10,389

<b>Group C</b>	<b>2018-2019</b>
Cross Country	\$7,046
Gymnastics (1)	\$7,046
Tennis	\$7,046
Weight Coach – Fall Season	\$7,046
Weight Coach – Spring Season	\$7,046

<b>Group D</b>	<b>2018-2019</b>
Golf	\$6,111
High School Bowling	\$6,111

<b>Others</b>	<b>2018-2019</b>
Assistant Coach	65% of Head Coach Stipend
Cheerleading/Season (1)	\$7,046
Equipment Manager	\$11,157

H.S. Challenge Course	\$1,098
H.S. Intramural Coach (3 season)	\$4,744
H.S. Wellness Center Coach	\$9,281
Longevity Head Coach– 10 year	\$488
Longevity, Assistant Coach– 10 year	65% of Head Coach Longevity Stipend
Longevity, Assistant Coach– 5 year	65% of Head Coach Longevity Stipend
Longevity, Head Coach– 5 year	\$364
Site Manager – Fall & Spring	\$2,686
Site Manager – Winter	\$3,578

### B. Extra Mural – Middle School

Intramural Teams (1)	2018-2019
2 Weeks	\$979
3 Weeks	\$1,547
4 Weeks	\$1,955
Intramural/Traveling Team Coordinator	\$6,561
Traveling Team	\$4,052

### C. Non-Athletic

High School	2018-2019
Academic League Advisor	\$1,942
Assistant Robotics	\$2,503
AV Advisor	\$2,121
BR TV	\$15,606
Choreographer	\$540
Detention Monitor	\$3,319
Dramatics Advisor	\$4,322
Forensic/Debate Advisor	\$9,481
Freshman Class Advisor	\$1,478
Future Business Leaders Advisor	\$3,121
Graduation Advisor	\$3,183
Senior Class Advisor/Prom Advisor	\$4,110
Jazz Ensemble Advisor	\$3,713
Junior Class Advisor	\$2,123
Key Club Advisor	\$1,731
Literary Magazine Advisor	\$2,591
Marching Auxiliary Unit Director	\$6,620



Marching Unit Director	\$10,185
Math Team Advisor	\$2,553
Mock Trial Advisor	\$2,078
Model UN	\$2,037
Music Director/Accompanist	\$2,588
National Honor Society Advisor	\$5,443
Newcomers Club*	\$1,500
Newspaper Business Advisor	\$3,499
Newspaper Editorial Advisor	\$5,552
Odyssey of the Mind	\$1,468
Production Manager/Set Designer	\$2,919
Prop Manager/Stage Manager	\$1,133
PUSH Advisor	\$2,274
REBEL*	\$2,110
Robotic Team	\$9,364
S.A.D.D.*	\$2,110
Science Coordinator	\$2,553
Science Team Advisor	\$2,553
SHARE/Push Advisor*	\$2,229
Ski Club Advisor	\$1,450
Sophomore Class Advisor	\$1,630
Stage Tech	\$3,198
Student Council Advisor	\$5,552
Vocal Ensemble Advisor	\$2,078
Winter Drum Line	\$2,078
Winter Guard Assistant Instructor	\$2,642
Winter Guard Head Instructor	\$4,063
Yearbook Business Advisor	\$3,499
Yearbook Editorial Advisor	\$5,552

\*These stipends are funded via grants, and as such, the amount of the stipend is subject to same and shall be determined by the grantor.

#### Non-Athletic

Middle School	2018-2019
Art Club Advisor	\$3,198
AV Advisor	\$1,786
Detention Monitor	\$3,182
Dramatics Advisor	\$2,883

Jazz Ensemble	\$3,787
Math Team Advisor	\$2,553
Newspaper Advisor	\$2,222
Odyssey of the Mind	\$1,468
Orchestra Director	\$3,787
Robotics	\$2,553
School Store Advisor	\$1,450
Science Coordinator	\$2,553
Stage Tech	\$3,198
Student Council Advisor	\$1,943
Wellness Center Coach	\$3,092/seas
Wind Ensemble	\$3,787
Yearbook Advisor	\$3,715

<b>Intermediate School</b>	<b>2018-2019</b>
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AV Advisor	\$1,786
Band Director (District Wide)	\$3,787
Bucket Filling Club	\$1,221
Dramatics Advisor	\$2,306
Environmental Club Advisor	\$1,468
Newspaper Advisor	\$1,775
Odyssey of the Mind	\$1,468
Orchestra Director (District Wide)	\$3,787
Robotics	\$1,561
Science Coordinator	\$2,553
Student Council Advisor	\$1,556
Students Helping Hands	\$1,221

<b>Fall Clubs (Late Fall Opportunity)</b>	<b>2018-2019</b>
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Great Inventions	\$1,221
Project Adventure	\$1,221
Projects! Projects! Projects!	\$1,221
Soccer	\$1,221
Work it Out!	\$1,221

Winter Clubs	2018-2019
Basketball (Boys)	\$1,221
Basketball (Girls)	\$1,221
Dance	\$1,221
Great Inventions	\$1,221
International Studies	\$1,221
Projects! Projects! Projects!	\$1,221
Work it Out!	\$1,221

Spring Clubs	2018-2019
Cross Country	\$1,221
Dance	\$1,221
Great Inventions	\$1,221
Ocean Science (Eisenhower)	\$1,221
Projects! Projects! Projects!	\$1,221
Roots and Shoots (Hillside)	\$1,221
Science:	\$1,221
Volleyball	\$1,221
Work it Out!	\$1,221

Primary School/District Wide	2018-2019
Administrative Assistant	\$5,885
AV Advisor	\$1,478
Nurse Coordinator	\$3,182
Science Coordinator	\$2,553



## Coordinator Cooperative Industrial Education During Summer Months

Based upon 4 weeks work 1/15<sup>th</sup> annual salaryBased upon 6 weeks work 1/10<sup>th</sup> annual salary

Curriculum Revision (Daily)	\$300
Driver Education (Hourly)	\$46
Environmental Trip Advisor (per Night)	\$232
Environmental Trip Coordinator (per trip)	\$460
Home Instruction (Hourly)	\$57
In Service Course Instructional Session	\$232
Math/Science Facilitator	\$887

## Media Specialist During Summer Months

Based upon 6 weeks work 1/10<sup>th</sup> annual salary

Summer School Teaching (Daily)	1/300 <sup>th</sup> annual salary
Supplemental Instruction (Hourly)	\$46

- (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 2015-2016 school year, teacher(s) assigned an additional instructional class beyond the teacher's normal instructional assignment, shall be voluntary and compensated at the rate of 1/6<sup>th</sup> of the individual teacher's salary. Effective July 1, 2016, teacher(s) assigned an additional instructional class beyond the teachers normal instructional assignment, shall be compensated an additional \$12,000 stipend, prorated for the time and instruction class(es) taught. Effective July 1, 2017 teacher(s) assigned an additional instructional class beyond the teachers normal instructional assignment, shall be compensated an additional \$12,240 stipend, prorated for the time and instruction class(es) taught. Reasonable efforts will be made to assign an extra class that would not require additional preparation work.

(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>2018-19</b>
\$52

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.

(5) The Summer Child Study Team evaluations shall be compensated at the following rates:

Transition Testing Test & Compuscore Report (per report for school psychologists and LDTC's)

<b>2018-19</b>
\$276

Evaluation, all required meetings without case management responsibilities (School psychologists & LDTC's)

<b>2018-19</b>
\$576

Evaluation, all required meetings with case management responsibilities (School psychologists & LDTC's)

<b>2018-19</b>
\$690

Evaluation, all required meetings without case management responsibilities (Social Workers)

<b>2018-19</b>
\$358

Evaluation, all required meetings with case management responsibilities (Social Workers).

<b>2018-19</b>
\$480

Partially completed cases will be compensated at a prorated rate consistent with: a) Nine hours per case without case management responsibilities or b) eleven hours per case with case management responsibilities. Breakdown will be as follows; six hours for evaluations, scoring & report writing, one hour for an initial planning meeting, two hours for an eligibility meeting and two hours for IEP development, i.e. case management.

SERVICE PERSONNEL

Additional Salary Information

- A. Second shift service personnel are entitled to a thirty (30) minute food break with pay.
- B. Uniforms are not to be worn at any other time other than to travel to and from work and duty hours.
- C. 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.
- D. 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.
- E. When an employee is called in to work during a government declared "state of emergency" he/she will be paid at the overtime rate.