



2002-2005

A G R E E M E N T

Of

TERMS AND CONDITIONS
OF EMPLOYMENT

between

THE BOARD OF EDUCATION OF THE
VOCATIONAL SCHOOLS IN THE
COUNTY OF BERGEN

and

THE BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS EDUCATION
ASSOCIATION, INC.,

TEACHER ASSISTANTS

TABLE OF CONTENTS

ARTICLE	PAGE
I. Salary Guide Regulations	3
II. Teacher Work Year and Work Day	3
III. Insurance	5
IV. Tuition Reimbursement	7
V. Early Release due to Illness	8
VI. Attendance and Retirement Incentives	9
VII. Sick, Emergency, Personal and Other Leaves	10
VIII. Seniority Provision.....	10
IX. Shop Apparel	11
X. Grievance Procedure	11
XI. Termination.....	14
XII. Miscellaneous Provision	15
XIII. Duration of Agreement	15

ARTICLE I

SALARY GUIDE REGULATIONS

- A. The salaries for Teacher Assistants covered by this Agreement shall be set forth on Schedules A, B, and C for school years 2002-2005.
- B. The salary for extra-curricular activities shall be set forth in the Extra Duty/Extra Pay Schedule D for school years 2002-2005.
- C. The salary guide shall provide for three (3) salary classifications with three separate columns as defined as follows:
 - 1. Column I: Teacher Assistants holding a high school diploma or G.E.D.
 - 2. Column II: Teacher Assistants holding a County Vocational Substitute Certificate or 30 undergraduate credits.
 - 3. Column III: Teacher Assistants holding an AA degree or a County Substitute Certificate, Grades N-12, All Subjects.
- D. Teacher Assistants may individually elect to have a portion of their monthly salary deducted from their pay.
- E. Initial salary guide placement shall be determined by the Superintendent of Schools or his/her designee based upon degree and/or certification status.
- F. Teacher Assistants whose anniversary date of employment occurs on or before January 31 of any year shall be entitled to a full increment. Teacher Assistants whose anniversary date of employment occur February 1, or thereafter of any year shall not be entitled to an increment. The same rule shall apply as it relates to the service adjustment.

ARTICLE II

WORK YEAR AND WORK DAY

Teacher Assistant Work Year

- 1. Length
The in-school work year for all Teacher Assistants employed on a ten (10) month basis shall not exceed one hundred and eighty-three (183) days.

Teacher Assistants must work a minimum of five (5) months and one (1) day in the previous school year to be considered for step increment in the following year.

2. The in-school work year shall include days when students are in attendance, orientation days, and any other days on which Teacher Assistants attendance is required.
 - Emergency Closing
Teacher Assistants' attendance will not be required when school has been cancelled for students for any emergency.
 - In the event of an emergency school closing, Teacher Assistants will be required to make-up the day(s), but in no event shall the number of Teacher Assistant attendance days exceed one hundred and eighty-three (183).
 - In the event that school is closed early due to an emergency situation, Teacher Assistants who were not present shall be charged a full sick day or personal day as appropriate.

Teacher Assistant Work Day

1. Length and Time of Day
The Teacher Assistant workday shall not exceed seven (7) hours and five (5) minutes. The school day will begin at 8:00 a.m. and end at 3:05 p.m.
2. Lunch
All Teacher Assistants shall be provided with a duty-free lunch per day.
3. Faculty Meetings/Back-to-School/Advisory Board Meetings/Graduation/etc.
The Principal or his/her designee must approve all faculty or department meetings.

Teacher Assistants may be required to remain beyond the regular workday without additional compensation for the purpose of attending one (1) faculty or other professional meeting or conference per week. Such meetings or conferences shall begin as soon as possible after the student dismissal time, preferably within ten (10) minutes. Teacher Assistants may attend additional meetings on a voluntary basis. The Principal or his/her designee shall use good judgment with respect to the length of such meetings and conferences.

Teacher Assistants shall attend faculty meetings, back-to-school, advisory board meetings, graduation, etc., whenever teachers are required to attend.

Teacher Assistants for the Day Care Center shall be under a separate agreement for all terms and conditions of employment.

4. Period or Mod Assignments
Teacher Assistants shall be assigned 252 minutes per day with one duty period and one free period.

Teacher Assistants assigned 336 minutes of classroom time per day OR 1,680 minutes of classroom time per week shall receive an annual stipend at \$1,220 per annum for the school year 2002-2003, \$1,290 for school year 2003-2004, and \$1,370 for school year 2004-2005.

When a certified Teacher Assistant is assigned as a substitute she/he shall be compensated at \$88 per day above their regular salary rate for school years 2002-2005.

When assigned on a per period basis, the Teacher Assistant shall be compensated \$11 additional per period for school years 2002-2005.

ARTICLE III

INSURANCE

EMPLOYEES HIRED JANUARY 1, 1992, OR THEREAFTER

A. New employees hired January 1, 1992, and thereafter shall receive the following health benefits subject to all of the rules and regulations of the New Jersey State Health Benefits Program, or its equivalent, as administered by the New Jersey Division of Pensions and Benefits:

1. Year one (1) of employment-
State Health Benefits Plan or its equivalent
Dental/Orthodontic Services
Prescription \$5.00 co-pay
2. Year two (2) of employment-
Benefits as set forth for year one (1), and
Vision Care

Each of the above plans will be based on family coverage.

Teacher Assistants whose anniversary date of employment occurs on or before January 31 of any year shall be considered to have completed one (1) year of employment.

Teacher Assistants whose anniversary date of employment occurs on February 1 or thereafter of any year shall not be considered as having completed one (1) year of employment.

B. Employees Hired Prior to January 1, 1992

The Board shall provide the pay the cost of health benefits insurance or its equivalent as listed in the following letters C-G, for each regularly employed full time Teacher Assistant (20 hours per week or more) subject to all of the rules and regulations of the appropriate program.

C. New Jersey State Health Benefits Program, or its equivalent, as administered by the New Jersey Division of Pensions, and specifically underwritten by the Hospital Service Plan of New Jersey Medical-Surgical Plan of new Jersey, Horizon Blue Cross and Blue Shield of New Jersey, or its equivalent.

The coverage for each Teacher Assistant shall include the employee and eligible family members.

D. Dental Insurance

The Board shall provide and pay the cost of dental health care insurance or its equivalent for each regularly employed full-time Teacher Assistant (20 hours per week or more) subject to all of the rules and regulations of the programs, and such coverage for each Teacher Assistant shall include the employee and eligible family members:

- Co-insurance on preventive and diagnostic services—100%
- Remaining Basic Services—100%
- Prosthetic Services—100%—80/20%
- Orthodontic Services—50% (with a maximum payment amount of \$2,000)

E. Prescription Insurance

The Board shall provide and pay the cost of prescription drug insurance for each regularly employed full-time Teacher Assistant (20 hours per week or more) subject to all of the rules and regulations of the program and such coverage for each Teacher Assistant shall include the employee and eligible family members with a \$1.00 prescription deductible.

- Co-Payment: \$1.00 Generic/Brand Name Drugs
- \$0.00 Mail Order

F. Vision Care Insurance

The Board shall provide and pay the cost of Vision Care Insurance, or its equivalent, for each regularly employed full-time Teacher Assistant (20 hours per week or more) subject to all of the rules and regulations of the program, and such coverage for each Teacher Assistant shall include the employee and eligible family members. The plan will cover an examination at \$60.00 and lenses and frames every twelve months at the following rate:

<u>Lenses and Frames</u>	<u>Maximum Allowable Expense</u>
Single Vision	\$100
Bifocal	\$115
Trifocal	\$125
Lenticular.....	\$160

G. Disability

The Board shall provide and pay the cost of disability for each regularly employed full-time Teacher Assistant (20 hours per week or more) subject to all of the rules and regulations of the program, 60% of monthly base (\$3,500 maximum) 90 days elimination period or accumulated sick days whichever is greater. Three percent (3%) cost of living adjustment shall not be provided by the insurance carrier. However, the Board shall provide the three (3%) percent cost of living adjustment subject to the following conditions:

1. Eligibility

An insured will be eligible for cost of living adjustments if he:

- a) Is receiving benefits on July 1; and
- b) Has been disabled for one complete calendar year

The insured will be eligible for additional cost of living adjustments on each subsequent July 1 if s/he is continuously receiving benefits.

2. Adjustment Amount

The insured's net monthly benefit will be increased by three (3%) percent. Each adjustment will be added to the insured net monthly benefit and will be paid monthly.

3. Maximum Monthly Benefit

Cost of living adjustment increases are not subject to the maximum monthly benefit.

Note: Teacher Assistants hired after July 1, 1996 will not be eligible for this benefit.

H. Insurance as provided in this provision shall commence at the first enrollment period following the Teacher Assistant appointment in accordance with the rules and regulations of the program. Each Teacher Assistant shall be solely responsible for completing all prescribed enrollment application forms, and/or changes in enrollment status in accordance with the rules and regulations of the program.

I. Major Physical Examination

The Board upon recommendation of the Superintendent of Schools will during the term of this Agreement reimburse a Teacher Assistant for one-half of the cost of complete annual physical examination providing such reimbursement does not exceed \$100. Payment will be made only upon presentation of a medical insurance reimbursement form (Customer's Explanation of Benefits) and a physician's receipt submitted no later than ninety (90) days following the date of the examination.

ARTICLE IV

TUITION REIMBURSEMENT

A. Maximum of \$1,500 for tuition reimbursement for school years 2002-2005 for tuition reimbursement annually for course work and professional seminars i.e., seminars required to obtain or advance certification/degree approved by the Superintendent of Schools or his/her designee when taken after school or when school is not in session.

Online courses are eligible for tuition reimbursement and recognized as professional development if the on-line course is an accredited and approved undergraduate/graduate course for teachers. All course submissions must be earned at accredited colleges and universities recognized by the New Jersey State

Department of Education, or any accrediting entity, college, or university accepted by one of the following recognized entities:

Middle States Association of Colleges and Secondary Schools;
 New England Association of Schools and College Commissions on Institutions of Higher Education;
 North Central Association of Colleges and Schools;
 Southern Association of Colleges and Secondary Schools;
 Western Association of Colleges and Secondary Schools;

Institutions recognized by the Community and Junior College/Accrediting Commission for Senior Colleges and Universities will be deemed acceptable only for undergraduate course work. Teacher Assistants are not required to be working toward a degree to be eligible for reimbursement provided, however, that the courses for which reimbursement is requested are included in a degree program recognized by the colleges, universities, or accrediting entities cited in this provision. Courses taken through a correspondence program, video program or other courses not included in a degree program shall not be considered.

Course work towards any undergraduate or graduate education degree or courses taken towards additional certification shall be approved for both tuition and salary guide advancement. Teacher Assistants who hold a Bachelor's degree, however, must take graduate level courses.

This reimbursement shall be limited to tuition only at an accredited institution and not cover any other fees or charges made by the college or university.

B. Tuition payment will be made only upon:

1. Satisfactory completion of an approved course Grade B or higher.
2. Presentation of an official transcript or other evidence of satisfactory completion of a program.
3. Official receipt for tuition payment.

Requests must receive written approval prior to enrollment into the course.

C. All claims for tuition reimbursement must be submitted no later than ninety (90) days following the completion of the program for which tuition was paid.

ARTICLE V

EARLY RELEASE DUE TO ILLNESS

All regularly employed Teacher Assistants shall be entitled to ten (10) days sick leave per year with full pay. All unused days shall be cumulative.

If the personal illness exceeds the amount of accumulated sick leave the Board by special action may grant additional sick leave.

A medical doctor’s certificate may be required for absences caused by personal illness for more than three (3) consecutive days.

Early leave allowance is for emergent situations only. Early leaves may not be planned in advance. Teacher Assistants who leave school early due to illness or any personal emergency will not be charged with sick days on the first two occasions. Thereafter, however, a Teacher Assistant will be charged a full sick day regardless of the time he/she leaves school.

ARTICLE VI

ATTENDANCE AND RETIREMENT INCENTIVES

A. Attendance Incentives:

Option I:

Teacher Assistants with seventy (70) or more accumulated sick days shall be eligible to sell back a maximum of ten (10) sick days in accord with the following schedule:

<u>Eligibility Requirement</u>	<u>Value per Day</u>	<u>Maximum Payment</u>
2 sick days absent	\$85	\$850
3 sick days absent	\$80	\$800
4 sick days absent	\$70	\$700

Payment under this option shall be made on or about July 31st.

Option II:

Teacher Assistants with less than seventy (70) accumulated sick days shall be eligible to sell back a maximum of five (5) days in accord with the following

<u>Eligibility Requirement</u>	<u>Value per Day</u>	<u>Maximum Payment</u>
2 sick days absent	\$55	\$275
3 sick days absent	\$50	\$250
4 sick days absent	\$45	\$225

Payment under this option shall be made on or about July 31st.

Option III:

Teacher Assistants who are non-renewed or are rified, may cash in their sick days at \$40.00 a day to a maximum of \$800.

Teacher Assistants wishing to participate in any option of the attendance incentive program must give notice on the appropriate Business Office form no later than June 30th to be eligible for payment under this provision.

B. Retirement Attendance Option

Upon retirement, Teacher Assistants shall be paid for their unused accumulated sick leave days based on the following formula:

Accumulated sick days x \$60, maximum of \$5,400

Teacher Assistants who exceed seven (7) sick days of absence in their last ten (10) months of employment will not be eligible for this benefit.

This limitation may be waived if the Teacher Assistant can provide satisfactory medical documentation to the Superintendent of Schools. This provision is not subject to grievance.

The total amount payable to retiring Teacher Assistants for the combined benefits attendance incentive and unused sick days at retirement, in any fiscal year shall not exceed \$21,600. In any year when there are insufficient funds available for these benefits due to the number of retiring Teacher Assistants the amount shall be pro-rated to the retiring Teacher Assistants.

ARTICLE VII

SICK, EMERGENCY, PERSONAL AND OTHER LEAVES

Sick leave, emergency leave, personal leave, and other leaves shall be the same as those set forth in the current teachers' contract.

- A. Death in the immediate family—four (4) consecutive days. Immediate family shall be defined as:

Husband or wife	Mother or father
Children	Brothers or sisters
Grandparents	Mother-in-law or Father-in-law
Other relatives if living in the same domicile at the time of death	
- B. Death of a relative not a member of the immediate family—one (1) day. Maximum two (2) per year.
- C. Personal business or religious reasons—three (3) days non-cumulative. Leave of absence for personal business that necessitates Teacher Assistant absence during school hours for the following reasons will require no further explanation.

Death of a friend	Legal business
Health problem of a child or spouse	Religious

ARTICLE VIII

SENIORITY PROVISION

Teacher Assistants' seniority will be based on his/her date of hire. Seniority will not be granted until the first day of the fourth year. In the event of a reduction in force, Teacher Assistants will be reduced in inverse order of seniority. When a Teacher Assistant

assumes a teaching position, the Teacher Assistant's seniority "clock" will continue to exist for a maximum of three (3) years.

ARTICLE IX

SHOP APPAREL

The Board shall provide \$100 per year to each Teacher Assistant for a shop coat and shop shoes in accord with guidelines as set forth by the School Business Administrator.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall be defined as the right of an employee or the Association to prosecute an appeal over the interpretation, application, or violation of policies, agreements or administrative decisions affecting them. However, the term "grievance" shall not apply to any matter which:

- a) Method of review is prescribed by law or State Board Rule having the force and effect of law, or
- b) the Board of Education is without authority to act or
- c) A complaint of a Teacher Assistant, which arises by reason of his/her not being reemployed. As use in this definition, the term "employee" shall mean also a group of employees having the same grievance.

The only grievances that may be arbitrated are those alleging that there has been a violation of this Agreement. All other grievances, which are not subject to arbitration, shall terminate at Board level.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action might be taken in order to resolve this claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems that may from time to time arise affecting terms and conditions of employment. Both parties agreed that these proceedings would be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

the filing of any grievance shall be restricted to forty-five (45) calendar days from the alleged occurrence. In the event that the forty-fifth (45th) day falls on a weekend or holiday, the forty-fifth (45th) day will be deemed to be the next school day. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One—Principal or Immediate Superior

A Teacher Assistant with a grievance shall first discuss it with his/her Principal or immediate Superior, either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. Level Two—Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, s/he may file the grievance in writing with the Superintendent of Schools.

5. Level Three—Board of Education

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after presentation to the Superintendent, s/he may file the grievance in writing with the Board of Education.

6. Level Four—Arbitration

a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, s/he may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it shall submit the grievance to arbitration.

- b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may make a request for a list of arbitrators to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c) The Arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d) In the event that the arbitration of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of Section C.6 (b) of this Article.
- e) All costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of a hearing room, if any, shall be paid as follows:

In the event that the Association does not support a grievance neither the Association nor the Board shall be obligated to pay any costs in arbitration. If the Association supports a grievance, all of the costs of arbitration referred to above shall be borne equally by the Board and the Association. The Association shall notify the Board in writing as to whether or not it supports a grievance at the initiation of Level Two of this grievance procedure.

D. Rights of Teacher Assistants to Representation

- 1. **Teacher Assistants and Association**
Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option by representative(s) selected or approved by the Association. When the Association does not represent a Teacher Assistant, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- 2. **Reprisals**
No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. **Group Grievance**
If, in the judgment of the Association, a grievance affects a group or class of Teacher Assistants, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. **Written Decisions**
Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Levels Two and Three of the grievance procedure, shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 6, of this Article.
3. **Separate Grievance File**
All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the Personnel File of any of the participants unless by mutual agreement of the parties.
4. **Forms**
Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. **Meetings and Hearings**
All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore, referred to in this Article.

ARTICLE XI

TERMINATION

- A. All seniority rights are terminated at the time of resignation.
- B. Intention to terminate employment from either party requires thirty (30) days written notice.

ARTICLE XII

MISCELLANEOUS PROVISION

- A. If any provision of this Agreement or any application of the Agreement to any Teacher Assistant or group of Teacher Assistants 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.
- B. Any individual contract between the Board and an individual Teacher Assistant, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Whenever any notice is required to be given by either of the parties to this agreement to the other, either party shall do so by telegram or letter registered, hand carried, or otherwise personally served as follows:

If by the Association, to the Board through its Secretary:

Robert J. Aloia, School Business Administrator/Board Secretary
BCTS District Administrative Offices
327E Ridgewood Avenue
Paramus, NJ 07652

If by the Board, to the President of the Association:

William Pavlu, President
Bergen County Academies
200 Hackensack Avenue
Hackensack, NJ 07601

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2002, and shall continue in effect until June 30, 2005, subject to the Associations' right to negotiate over a successor Agreement as provided on Page two. This Agreement shall not be extended unless mutual agreement to extend same is reached. In the absence of mutual agreement to extend, it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF

The parties have hereunto caused this Agreement to be duly executed by their respective presidents, attested to by their respective secretaries, all on the day and year first above written.

THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS
IN THE COUNTY OF BERGEN

J. Gordon Stanley
President

Robert J. Aloia
Board Secretary

THE BERGEN COUNTY VOCATIONAL-TECHNICAL SCHOOLS
EDUCATION ASSOCIATION, INC.

TEACHER ASSISTANTS

William Pavlu
President

Janice DeAngelis
Corresponding Secretary