



2024 – 2027

AGREEMENT

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 DISTRICT  
SUPERVISORS ASSOCIATION

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## **ARTICLE I**

### **Unit Membership**

In accordance with the New Jersey Employer–Employee Relations Act, N.J.S.A. 34:13A–1 et seq., the Board of Education of the Vocational Schools in the County of Bergen (“Board”) hereby recognizes The Bergen County Vocational Technical Schools District Supervisors Association (“Association”) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all permanently-employed certified district-level Supervisors, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including but not limited to District Supervisors.

## **ARTICLE II**

### **Negotiation Procedure**

- A. The parties agree to enter into collective negotiations over a successor Agreement no later than November 1 and no earlier than October 15 of the year preceding the calendar year in which this Agreement expires. The date for commencement of negotiations may be adjusted by mutual written agreement of the parties.

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

Except as this Agreement otherwise provides all terms and conditions of employment applicable on the effective date of the Agreement shall continue to be so applicable during the term of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been 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 contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

Both parties agree to be in complete compliance with all aspects of N.J.S.A. 34:13A–1 et seq. and all other Statutes of the State of New Jersey in regards to employment practices, educational procedures and personal rights.

Nothing in this Agreement shall be construed to deny or restrict any supervisory employee any such rights s/he shall have under law.

- B. If an Association member is asked or directed by the Superintendent or his/her designee to assume duties that are typically performed by district positions other than those represented by the Association, the parties agree they will meet in a timely manner to discuss any negotiable impacts including, but not limited to, compensation.

## **ARTICLE III**

### **Association Rights and Privileges**

The Board agrees to furnish to the Association, in response to reasonable written requests from time to time, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, registers of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, names and addresses of all Association members and such other information that shall assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of Association members together with information which may be necessary for the Association to process any grievance or complaint.

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

The rights and privileges of the Association and its members shall be granted only to the Association and its members and to no other organization. This is done in accordance with the terms of this Agreement.

## **ARTICLE IV**

### **Evaluation**

An evaluation instrument will be developed by a committee comprised of Association and District Administration Office representatives. Each Association member is entitled to have a response heard and appended to the evaluation report. Procedures shall be consistent with New Jersey Administrative Code and Statutes.

Results of standardized tests used for the evaluation of students shall not be used as a means to evaluate supervisory employees except as may be required by law.

## **ARTICLE V**

### **Contract Renewal**

Each non-tenured Association member shall receive written notice prior to May 15 of each year whether or not the Superintendent of Schools, or his/her designee, intends to recommend renewal of contract for the ensuing year.

## ARTICLE VI

### Leaves of Absence

- A. Sick Leave: Each twelve (12) month Association member shall be entitled to fifteen (15) days sick leave per year. Up to two (2) sick days or four (4) half sick days may be taken in a year as half sick days. For Association members employed for less than twelve (12) months in a school year, sick leave will be pro-rated at the rate of one and a quarter (1.25) days per full calendar month of employment from the date of hire, and will be available at the start of employment. Unused days of sick leave shall be accumulated from year to year. All sick leave days earned shall be credited toward retirement policy.

Upon retirement from the district, and approval of pension payment by the NJ Division of Pensions and Benefits, Association members shall be paid for their unused accumulated sick leave days based on the following formula: one-half (1/2) of their accrued number of sick days x per diem salary at time of retirement to a maximum of \$15,000.

- B. Personal Business: Each Association member will receive four (4) days per year. For Association members employed less than 12-months in a school year, personal days will be pro-rated from the date of hire according to District practice and will be available at the start of employment.

Personal days may not be taken without the prior approval of the Superintendent or his/her designee.

Other leaves for personal reasons may be granted by the Superintendent or his/her designee for good cause. A personal business day cannot be taken during the five (5) days prior to the closing of school in June; nor immediately before or after any school holiday or vacation. Exceptions for reasons beyond the control of the employee and acceptable to the Superintendent or his/her designee may be granted.

- C. Early Release: Association members who leave work due to illness or any personal emergency will not be charged with sick days on the first two (2) occasions. Thereafter, however, Association members will be charged a full sick day regardless of the time they leave work.

- D. Emergency Leave: The Superintendent of Schools may grant to any regularly employed Association member emergency leave each year for the following reasons:

1. Death in the immediate family – four (4) consecutive days. This leave must be used within six (6) months of the immediate family member's death. Exceptions to this timeframe may be approved by the Superintendent or her/his designee. Immediate family shall be defined as:

Spouse  
Domestic or Civil Union Partner  
Children  
Mother or Father  
Brothers or Sisters  
Mother-in-Law or Father-in-Law  
Grandparents

Other relatives, if living in the same domicile at time of death

Where the Association member is primarily responsible for making or setting funeral/memorial arrangements, legal affairs and/or financial affairs of the deceased.

No more than two instances of “immediate family” emergency leave shall be taken by a teacher in a single year.

Documentation related to the eligibility criteria for the benefit outlined above where the Association member is primarily responsible for making or setting funeral/memorial arrangements, legal affairs and/or financial affairs of the deceased must be provided by the employee.

2. Death of a friend or other relative – one (1) day. Maximum two (2) days per year. This leave must be used to attend a funeral or other memorial ceremony for the friend or relative within six (6) months of the friend or relative’s death. Exceptions to this timeframe may be approved by the Superintendent or her/his designee.

## ARTICLE VII

### Vacation and Holidays

Each Association member shall be entitled to twenty-one (21) vacation days per year. Vacation days are accrued each year and are pro-rated for staff employed less than a full year. During the first year of employment in the district, vacation days cannot be used until July 1<sup>st</sup> of the new school year. New Association members coming directly from other vacation-eligible district employment shall use vacation days earned during the last year of their previous employment in the first year of employment in their new positions.

A maximum of ten (10) vacation days may be banked for an additional use period of one (1) year from the date upon which the original vacation leave would have expired. All regular vacation leave with the above exception must be used within a fourteen (14) month period beginning on July 1 and ending August 31 of the following year. Vacation time may be used by the Association member with the approval of his/her immediate supervisor.

Upon retirement or resignation of the Association member, the employee shall be paid for the balance of earned, unused vacation days at the prevailing per diem salary rate using a denominator of 260.

Upon the death of an active Association member, the Association Member's estate will be paid for earned, unused vacation at the per diem rate.

Association members shall follow the district schedule of holidays for twelve (12) month personnel.

## **ARTICLE VIII**

### **Tuition Reimbursement/Professional Development**

Each Association member will have the ability to participate in and/or receive job related seminars, conferences, in-service training, tuition reimbursement, publications and annual membership dues in not more than two (2) or three (3) professional organizations as approved by the Superintendent or his/her designee. Continuing education shall not exceed \$7,000 annually.

## **ARTICLE IX**

### **Insurance Protection**

The Board shall provide health benefits insurance to Association members subject to change on an annual basis.

All employee contributions towards healthcare coverage will be paid through semi-monthly payroll deductions.

- Medical - SEHBP
- Prescription - SEHBP "Standalone" Plan for N.J. Direct 10 and N.J. Direct 15 medical enrollments; SEHBP for NJEHP and GSP
- Dental/Orthodontics
- Vision
- Disability
- Long Term Care Insurance Program

All the above are family coverage except the disability and long-term care insurance program – employee only.

Hired on or after 7/1/2008:

- Medical – SEHBP
- Prescription - SEHBP "Standalone" Plan for N.J. Direct 10 and N.J. Direct 15 medical enrollments; SEHBP for NJEHP and GSP
- Dental/Orthodontics: \$1500 maximum per year/\$2000 maximum lifetime.
- Vision

After retirement Association members can participate in plan at an additional cost. The Board will make available to retired Association members the option to participate in the group rate for prescription, dental and vision care plans. This provision will be on a pilot basis and reviewed annually to determine that there is no additional cost to the Board for this benefit and that the participants will be responsible for the premium and any administrative costs associated with this provision. The retired Association members will submit payment to the Board on a semi-annual basis prior to the billing cycle at the group rate for those plans selected.

## ARTICLE X

### Physical Examinations

The Board will reimburse each Association member for the cost of an annual physical exam and/or optical examination providing such examination is not covered by insurance. Payment will be made only upon presentation of 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 XI

### Salary and Emoluments

- A. Salary: A total of 10.14% distributed across three (3) years.
- B. Service Adjustment: 10-years continuous service, \$2,500; after 20-years continuous service, \$1,500 (additional)
- C. Withholding of Increment: It shall be clearly understood by both parties that the salary increases are not automatic. They are subject to satisfactory annual evaluation and recommendation by the Superintendent or his/her designee.
- D. Personal Computer: A personal computer and printer will be provided for each Association member's home use to perform school business.
- E. Association members shall be paid in 24 equal semi-monthly installments. Paydays shall be on the 15<sup>th</sup> day of the month and on the last day of the month. When a payday falls on a Saturday, a Sunday or a holiday when the school district's payroll bank is closed, payday will be on the last central office business day prior to that day. When the school district's central office is closed for the entire winter recess, the second December payday shall be on the last central office business day prior to the recess.
- F. Association members holding a doctorate degree shall receive a one-time payment of \$1,500

## ARTICLE XII

### Work Day and Hours

Association members hired into the position on or after July 1, 2006, shall work a 5-day work week during the summer.

## ARTICLE XIII

### Grievance Procedure

A) Definition: The term grievance means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decisions affecting a member or group of members.

B) Procedure:

1. Filing a Grievance: A grievance may be filed by an individual member, a group of members, or by the Association either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Failure to Communicate a Decision: Failure at any step to communicate the decision on a grievance within a specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

3. Informal Attempt to Resolve: An individual Association member who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Assistant Superintendent, or his/her designee; and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section B shall become applicable.

4. Level One—Immediate Superior: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, he/she shall set forth the grievance in writing to the immediate superior specifying:

- a) The nature of the grievance;
- b) The nature and extent of the injury, loss or inconvenience;
- c) The result of the previous discussion; and
- d) The dissatisfaction with decisions previously communicated.

The decision shall be communicated to the grievant in writing within ten (10) working days of receipt of the written grievance.

5. Level Two—Superintendent of Schools or his/her designee: The grievant, no later than five (5) work days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the immediate superior, as specified above, and his/her dissatisfaction with the decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent of Schools shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three—Board of Education: If the grievance is not resolved to the grievant's satisfaction, he/she, no later than five (5) work days after the receipt of the Superintendent's decision, may request a review by the Board of Education, who may hear the grievance as long as a quorum exists. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

7. Right to Representation: Rights of Association members to representation shall be as follows: Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at their option, by a representative and/or attorney. When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent of Schools or his/her designee or at any later level, be notified that the grievance is in process and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to his/her personal grievances.

8. Separate Grievance File: All documents, communications and records dealing with the process 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.

9. Meetings and Hearings: No meetings or hearings conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

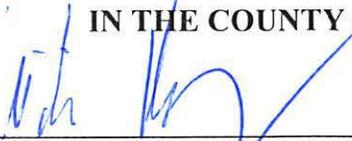
**ARTICLE XIV**

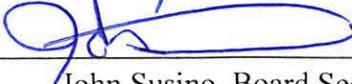
**Duration of Agreement**

This Agreement shall be effective as of July 1, 2024, and shall continue in effect until June 30, 2027, subject to the Association's right to negotiate for a successor Agreement as provided in Article II of this Agreement. This shall not be in the absence of a mutual agreement to extend; it is expressly understood that this Agreement shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective Presidents, attested by their respective secretaries on the date indicated.

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

  
\_\_\_\_\_  
William Connelly, President

  
\_\_\_\_\_  
John Susino, Board Secretary

**THE BERGEN COUNTY TECHNICAL SCHOOLS DISTRICT SUPERVISORS  
ASSOCIATION**

  
\_\_\_\_\_  
Michael Miceli, President

  
\_\_\_\_\_  
Bonnie Obojkovits, Secretary