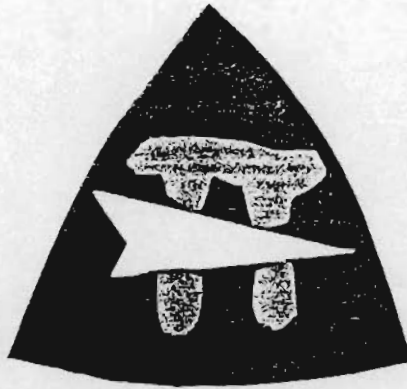


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Morris

AGREEMENT
BETWEEN
BOARD OF EDUCATION
OF
THE MORRIS
SCHOOL DISTRICT
AND
THE EDUCATION
ASSOCIATION
OF MORRIS

JULY 1, 1989
through
JUNE 30, 1992

T

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M

T.E.A.M.

The Education Association of Morris

Normandy Parkway
Morristown, N.J. 07960
584-2964

OFFICERS

	School	Phone	Term
President... James R.A. Frendak	2147	(90-92)	
Vice-President... Frank Luzzi	2214	(89-91)	
Vice-President... Pam Klesch	2250	(90-92)	
Treasurer... Pat Ghertler	2040	(89-91)	
Secretary... Eleanor Bolan	2023	(90-92)	

MCCEA

Morris County Council of Education Association
Plaza 447 Rt. 10 E
Randolph, N.J. 07869
366-0202

President..... Joseph Steigauf	(Team)
Vice-President..... Martha Slezak	
Treasurer..... Jay Lipper	
Secretary..... Marianne Schmieder	
Executive Committee Member James P. Ward	(Team)

NJEA-NEA UNISERV FIELD OFFICE

119 Littleton Road
Parsippany, N.J. 07054
(201) 299-9060

Field Representative..... Joseph Vender

NJEA

New Jersey Education Association
180 W. State Street
Trenton, N.J. 08607-1211
(609) 599-4561

TEAM PRESIDENT'S MESSAGE

This booklet contains the 17th, 18th and 19th agreements entered into by The Education Association of Morris (T.E.A.M.) and the Morris School District Board of Education. These agreements span three contract periods.

The contract is useless without enforcement. Violation of any clause in this agreement should be brought to the attention of T.E.A.M.

The job is half done, we have negotiated the contract. Our job now is to learn the contract and the rights to which we are entitled. Together, we will enforce the contract so that all of us enjoy the benefits and security provided herein.

Sincerely,
JAMES R.A. FRENDAK

**BOARD OF EDUCATION —
MESSAGE FROM THE PRESIDENT**

The process in which the Board of Education and TEAM negotiated labor agreements leaves much to be desired. Traditionally, the process creates tension, anxiety, frustration and sometimes ambivalence by all parties involved. We must abandon tradition and seek reforms to the process.

The recent budget defeat, combined with Governor Florio's proposals for changing the way public education is funded in our state; puts even greater financial pressure on all of us working and living in our community. Governor Florio is approaching problem solving in a traditional manner . . . raise taxes, hire more bureaucrats in Trenton, and throw money at poorer districts. This method has never historically worked in our society and never will.

The clause in this contract concerning "Building Based Management," (article 6) should be noted as an effort by the Board of Education and TEAM to break from tradition. Teachers need to be involved more in the decision making process. However, input without empowerment is useless.

It is time that we begin listening more to each other . . . including all employees in the buildings and community. Then and only then, will true, healthy reform have a chance to succeed.

The Board is looking forward to hearing all your voices.

Sincerely,

Gene Hale

BOARD OF EDUCATION

President Mr. Gene Hale, Jr.
Vice-President Ms. Linda Hellstrom
Ms. C. Carol Armour
Mr. Jim Dumas
Dr. Louise Murray-Hoffman
Mr. Peter Palmer
Mr. Larry Schillings
Mr. Reginald K. Smith
Mr. Steven Wilkins

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PART I — GENERAL

ARTICLE 1

AGREEMENT

THIS AGREEMENT is entered on this 18th day of January 1990, by and between the BOARD OF EDUCATION OF THE MORRIS SCHOOL DISTRICT (hereinafter called the "Morris Board") and THE EDUCATION ASSOCIATION OF MORRIS (hereinafter called the "Association").

WITNESSETH:

WHEREAS, the Morris Board has an obligation pursuant to N.J.S.A. 34:13A-1 et. seq., to negotiate with the Association as the duly recognized majority representative of the personnel employed by the Morris Board, with respect to the terms and conditions of employment and grievance procedures, and

WHEREAS, the Morris Board and the Association have reached certain understandings in regard to the negotiation procedure to be followed, matters affecting terms and conditions of employment and individual grievance procedures;

NOW, THEREFORE, the Morris Board and Association, in consideration of the following mutual covenants, do hereby agree as follows:

ARTICLE 2
RECOGNITION

A. The Morris Board hereby recognizes the Association as the majority representative for collective negotiations for the 1989-1990, 1990-1991, and 1991-92 school years, concerning the terms and conditions of employment of all full and part time certified personnel, custodial, maintenance, security, food service, transportation employees, television technicians, aides, secretaries and clerical employees, athletic trainer, computer technician/stage manager, and permanent substitutes.

B. Personnel not represented by the Association are: Superintendent of Schools, Deputy Superintendent of Schools/Board Secretary, Assistant Superintendent of Schools, Directors, Principals, Vice Principals, Assistant Principals, Department Chairpersons and other Certificated Supervisors; Supervisor of Building and Grounds, Director of Facilities, Supervisor of Transportation, Director of Food Service, Pool Manager, Data Processing Manager, Cook Managers, Building Custodial Forepersons, Secretary to the Superintendent, Secretary to the Deputy Superintendent/Board Secretary, Secretary to the Assistant Superintendent of Administration and Supervision, Secretary to the Administrative Assistant for Personnel Services, Assistant Board Secretary, Payroll/Benefits Supervisor, Accounting Service Supervisor, Business Services Supervisor, Community Relations Specialist, probationary employees, employees not receiving a contract, including summer employees, and other employees responsible for supervision and/or evaluation of personnel.

C. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all unit members represented by the Association in the negotiating unit above defined. References to male employees shall include female employees.

D. Upon request, the Association shall file adequate proof with the Secretary of the Morris Board that the Association continues to represent a majority of the said personnel as their duly designated or elected collective negotiation representative.

ARTICLE 3
NEGOTIATIONS

A. The Morris Board and the Association agree to enter into collective negotiations in accordance with N.J.S.A. 34:13A-1 et. seq. in a good faith effort to reach agreement. For purposes of representing the Morris Board in such negotiations, the Morris Board shall designate at least two permanent negotiation representatives for the purpose of negotiating the contract. The Morris Board shall, however, be permitted to designate such additional representatives, or appoint substitutes for these two permanently designated representatives, for any particular negotiating session.

B. The Association shall designate not more than five permanent negotiating representatives for the purpose of negotiating the contract. The Association shall be permitted to designate such additional representatives, or appoint substitutes for its five permanently designated representatives, for any particular negotiating session.

C. The Board and Association agree that their respective representatives of these collective negotiation meetings shall have an obligation and duty to:

1. Identify the problems concerning the terms and conditions of employment insofar as employees are concerned;
2. Gather facts which contribute to a complete understanding of these problems;
3. Exchange and discuss proposals for the solution of such problems;
4. Review the administration of negotiated agreements and resolve such problems as may develop thereunder and which are not properly

subject to established grievance machinery;

5. Consider proposed amendments and supplements to this Agreement;

6. Consider proposed amendments and supplements to the individual grievance procedure established by the Board; and

7. Strive to achieve agreement on all matters under negotiation, which agreement shall, without delay, be reduced to writing, attested to as to accuracy by the Presidents of the Board and the Association, or their duly authorized designees, and submitted to the membership of the Association and the entire Board for approval.

D. Any mutually acceptable proposal submitted to the membership of the Association and the entire Board and approved by a majority of each organization, shall be formalized as a written amendment, or as a supplement to this Agreement, and signed by the duly authorized officers of the Morris Board and the Association. Both the Morris Board and the the Association reserve final authority to ratify or reject any tentative Agreement reached by the negotiating committees.

ARTICLE 4
GRIEVANCE PROCEDURE

A. Purpose. The purpose of this procedure is to reduce employer-employee conflict, and to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise concerning the terms and conditions of a unit member's employment. Every effort shall be made to settle the grievance with the employee's immediate supervisor. All grievances shall be given prompt attention and consideration, and ample opportunity for discussion shall be allowed at all administrative levels.

B. Definitions.

1. "Grievance," as used herein, shall mean a claim by an employee that there has been an improper or unjust administrative decision, application, interpretation, or violation of a policy or agreement, including the application or interpretation of the terms of this Agreement, affecting the terms and conditions of his employment. Such claim must be filed within 30 days of the alleged incident.

2. "Employee" shall be any person employed in the categories listed in the Recognition clause, but excluding all those listed as being excluded from the bargaining unit.

3. "Day" means calendar day.

4. If a person is not directly responsible to a Principal, the term "Principal" will be taken to mean "immediate supervisor".

C. Grievance Procedure.

1. An aggrieved employee shall verbally notify his immediate supervisor. They shall discuss the problem in good faith with the object of resolving the matter informally.

2. If an agreeable solution is not forthcoming,

the aggrieved employee may submit a written grievance to the immediate supervisor. The immediate supervisor shall offer a written response within five days.

3. If the employee is still aggrieved, he may, within five days of receipt of response, or in the absence of a response, within ten days from the date of submission of written grievance to the immediate supervisor, whichever is sooner, submit the written grievance, along with the immediate supervisor's response, to the Superintendent of Schools. The Superintendent shall, within ten days, conduct discussions with the parties concerned and shall recommend a settlement in writing.

4. If the employee finds the Superintendent's recommendation to be unsatisfactory, the grievance can, within five days of receipt of response, or in the absence of a recommendation, within 15 days from the date of submission of written grievance to the Superintendent, whichever is sooner, be submitted to the Morris Board in writing. The Morris Board shall, within 30 days, conduct discussions with all parties concerned and submit a written decision.

5. Except where grievance involves negotiated terms or conditions of employment forming part of this Collective Bargaining Agreement, and in regard to which all details are set forth in full herein, the written decision of the Morris Board shall in any event be final and binding on all concerned, and shall not be subject to the arbitration procedure set forth below where the grievance involves:

a. The failure or refusal of the Board to renew a contract of a non-tenured teacher.

b. In matters where a specific method of review is prescribed by statute, or by any rule or regulation of the State Commissioner of Educa-

tion or State Board of Education, including, but not by way of limitation, the right to a review and a hearing under the Tenured Employed Hearing Law (N.J.S.A. 18A:6-10, et. seq.) and the right to review pursuant to N.J.S.A. 18A:9-14 in cases involving the withholding of increments.

c. In matters where the Board is without authority to act.

d. Reduction in the number of persons holding particular offices, positions, or employment with the Board.

e. Transfer of a teacher from one school to another, one grade to another, or one position to another.

f. Fulfillment of vacancies occurring in offices, positions, or employments with the Board.

g. In those matters negotiated and reduced to writing as part of this Agreement, and with respect to which the Board is expressly vested with unrestricted authority to make the final decision.

D. If the grievance involves the interpretation and application of any term or condition of employment which has been negotiated and in regard to which all details are set forth in full in the Agreement (excluding, therefore, all items listed above as possible subjects for review by the Advisory Board of Administrative Procedures, as well as all policies not set forth in full above but adopted by reference), and provided the grievance does not involve any matter described in Section C above, if the aggrieved party is dissatisfied with the written determination of the Board, he may, within five days of receipt of such determination, request in writing that the Association's Executive Committee pursue an impartial settlement by arbitration.

1. If the Association's Executive Committee finds the grievance to be worthy of further consideration, it will, within five days, so notify the

Board. Whereupon the Association may petition the American Arbitration Association for the appointment of an arbitrator in accordance with the rules and regulations of said Association. The decision of the arbitrator shall be final and binding upon all parties insofar as it is consistent with prevailing law. Costs of arbitration shall be borne by the Board and the Association.

E. General Provisions

1. Nothing in this procedure will abridge the right of an employee or school official to attempt to resolve a grievance directly and informally.

2. All deadlines provided in this procedure may be extended by mutual written agreement only.

3. The aggrieved party and/or his representative shall have the right to be present at all discussions conducted at any step of the procedure.

4. Any party of interest may be accompanied or represented at all stages of this grievance procedure by a person of his own choosing. The grievant must be present at all steps of the grievance process.

5. 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, 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.

6. The parties involved in a grievance procedure may mutually waive, in writing, any step of this procedure in order to expedite such grievance in the next step.

7. All meetings and hearings under this procedure shall be conducted in private.

8. All documents, communications and records dealing with the processing of a grievance file shall not be kept in the personnel file of any of

the participants.

9. No grievance settlement may amend the terms and conditions of employment agreed by the Morris Board and the Association. If either party considers such change to be necessary, the agreed upon negotiation procedure must be followed.

10. Copies of all written exchanges between aggrieved teachers and school officials shall be transmitted to the Association President at the request of the aggrieved party.

11. Failure of the grieving employee to appeal to the next level of appeal within the times specified shall bar further appeal with respect to the particular grievance then under consideration.

12. To entitle an aggrieved party to have his grievance processed, the grievant shall be required to follow the administrative decision, directive or Board policy which is the basis for the grievance, until such grievance is properly decided in accordance with this procedure.

ARTICLE 5

LEAVES OF ABSENCE

A. Sick Leave.

1. Employees illness. An employee steadily employed, or under tenure, is entitled to leave of absence with pay for personal disability due to illness or injury, or other cause specified in N.J.S.A. 18A:30-1, for:

a. 13 days in each school year.

b. as many additional days as the employee shall then have to his credit in unused sick leave which has accumulated from prior years as required by law (N.J.S.A. 18A:30-3).

2. Any employee who is absent from his post of duty as a result of a personal injury caused by an accident arising out of, and in the course of his employment, shall be paid full salary for the period of such absence, for up to one calendar year, without having such absence charged to the annual sick leave or the accumulated sick leave. Salary payments made pursuant hereby shall be made for absence during the waiting period and during the period the employee received, or was eligible to receive, a temporary disability benefit under workmen's compensation law. Any amount of salary so paid to the employee shall be reduced by the amount of any workmen's compensation award made for temporary disability (N.J.S.A. 18A:30-2.1).

3. Employees shall be given a written accounting of accumulated sick leave days annually.

B. Extended Sick Leave. Any employee who has exhausted his current and accumulated sick leave may be granted extended leave of absence with partial pay for personal disability due to ill-

ness or injury, or other cause specified in N.J.S.A. 18A:30-1 for the remainder of any school year in which such extended leave begins. "PARTIAL PAY" shall be one-half the employee's normal salary. The decision of the Board on whether or not to grant extended sick leave will be final.

C. Personal Leave. An employee shall be entitled to leave of absence with pay for not more than a total of three days in each school year. Any unused personal days, up to a maximum of two, shall be applied to the employee's accumulated sick leave account. Personal leave may be taken because of need arising from one or more of the following:

1. Severe illness of his spouse, ancestor, spouse's ancestor, descendant, spouse's descendant, or any relative living in his household.

2. Marriage of the employee or a member of his immediate family.

- a. Such personal leave may also be granted for other compelling just cause.

- b. Personal leave shall not be taken to extend vacation.

- c. The procedure for reporting personal leave absence shall be the same as the procedure reporting absence because of illness.

- d. Unused personal days will be converted to unused sick days at the end of each school year. All unused days, to the legal maximum of 15, will be added to an employee's accumulated sick days.

D. Death in the Family. In addition to personal leave which may be granted pursuant to the above, an employee is entitled to leave of absence with pay, on account of death of any relative described in (1) above, for three days in each school year and, with the permission of his Principal, for good cause shown, for not more than five additional days in each school year.

E. Professional Leave. An employee may be granted leave of absence with pay to attend a meeting or convention, or engage in other temporary activity related to the employee's work, where it appears that the interests of the school district will be served to its advantage.

F. Sabbatical Leave. Definition: The word "teacher" shall be considered as including all certified personnel.

1. Any teacher who has completed seven or more years of continuous, full time service in the Morris School District, may upon recommendation of the Superintendent, be granted leave of absence by the Board for one full year for advanced study or travel combined with study. After each subsequent period of seven or more years of such service, a further leave of advanced study or travel combined with study may be granted.

2. Applications for sabbatical leave are to be submitted by no later than October 1 of the school year prior to the school year during which requested sabbatical leave is to be taken. Such application shall be made upon a regular blank form furnished by the Board and shall indicate a program to be followed by the teacher during the period of leave.

3. Applicants shall agree to abide by all conditions set by the Board to govern such leaves of absence.

4. As a condition to such leave, the teacher shall be deemed to have agreed, by acceptance of such leave, to continue in the service of the Morris School District for a period of at least two years after the expiration of the leave of absence. Voluntarily failing to so continue service, the teacher shall repay to the Board the full salary received while on leave.

5. A teacher granted sabbatical leave to engage in full-time study toward an advanced

degree, shall receive 75% of the salary he would be entitled to receive if not on leave. Full-time study means matriculation in an advanced degree program of a fully accredited advance degree granting institution for a full academic year. A teacher may also be granted sabbatical leave to engage in academic work and study, related to his area of specialization, combined with travel. If granted sabbatical leave for such purpose, or if engaged in a program of study less than full time, the teacher shall receive 50% of the salary he would be entitled to receive if not on leave. Salary payments for teachers on sabbatical leave shall be made in accordance with the schedule for payment of salaries in the school year, and all regular deductions for salaries, including pension fund deductions and others authorized by the teacher, shall be made.

6. In passing upon applications for such leave, the Board shall be guided by established guidelines and its appraisal of the resulting benefits to the school system, and such leave will be granted only where the Board is satisfied that the loss of the applicant's services for the period of the leave, together with the financial cost, will be more than offset, in terms of value to the school system, by the benefits to the school system reasonable to be anticipated from the granting of the application. Among other factors arising from this standard, due consideration will be given to a reasonable distribution of sabbatical leaves among the personnel of the several buildings and departments.

7. Teachers on such leave may not associate for compensation, with any person, persons or organizations, during the school year unless the Board shall approve such association as beneficial to this school system, and only then upon any conditions prescribed by it.

8. Teachers on such leave shall make such regular written reports as may be required.

9. Teachers on such leave will be considered in the employ of the Morris Board, and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustments.

10. Such leave of absence shall be without prejudice to the teacher's tenure rights.

11. Teachers whose applications for such leave have been denied, shall receive written notification of specific reasons for denial.

G. Maternity Leave: An employee who is pregnant shall be entitled to leave of absence for that period of time during which the employee, because of pregnancy, is physically unable to discharge her duties.

1. Upon request, an employee who is pregnant shall be entitled to leave of absence through June 30 of the school year in which leave because of pregnancy begins, or through June 30 of the subsequent school year, even though such period of leave extends beyond the period of actual physical disability.

2. A request for maternity leave shall be made in writing to the Superintendent at least 60 days prior to the date that leave is to become effective, and shall include the estimated date that the employee intends to return to work.

3. Eligibility to receive pay during the period of disability due to pregnancy shall be determined on the same basis as such eligibility is determined due to any other disability.

4. In no event shall maternity leave be granted to a non-tenured teacher beyond June 30 of the school year in which maternity leave is commenced.

H. Other Leave of Absence. Other leave of absence may be granted with or without pay if the same is authorized or validated by the Board.

ARTICLE 6

SITE BASED MANAGEMENT

A. The parties agree to jointly research and review the concept of site based management in public schools for the purpose of implementing a pilot program in January 1991.

B. In January of 1991, a pilot program will be implemented in accordance with the results of the research as agreed to by both parties.

C. The pilot program will be terminable at the request of either party at the end of this labor Agreement (June 30, 1992). The parties shall meet within the last thirty days in order to reach a determination as to the continuance of the program.

ARTICLE 7

ASSOCIATION PRIVILEGES RESPONSIBILITIES & MEMBERSHIP

A. **Association Responsibilities.** The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible for the adherence to the provisions of the Agreement by its members.

B. **Association Identification.** No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

C. **Use of School Buildings.** The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, if available, provided such meetings do not interfere with school programs and activities, or prevent any teacher from carrying out his duties. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. No approval shall be required.

D. **Bulletin Boards.** The Association shall have, for official use in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall be assigned adequate space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in each room shall be mutually designated. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal, but no approval shall be required.

E. **Mail Facilities and Mail Boxes.** The Association shall have the right to use interschool mail facilities and school mail boxes as it deems

necessary and without the approval of building Principals or other members of the administration.

F. Office Space. The Association shall be provided, without cost to it, with adequate office space in the building at a location and of description to be mutually agreed upon. The Association shall be allowed to install a telephone in such office at its own expense.

G. Released Time for Meetings. Whenever any representative of the Association participates during working hours in negotiations, grievance proceedings, or meetings with the Board, he shall suffer no loss in pay, provided, however, every effort shall be made to schedule such proceedings and meetings so that they do not interfere with the school program and school activities and the performance by employees of duties in regard thereto.

H. Leave for Association President. In accordance with the professional leave policy, the Board shall grant leave to the President and/or members of the Association negotiation team to conduct Association business.

I. New Teachers Meeting. An Association representative shall be permitted to speak to new teachers at the orientation meeting at the beginning of the school year.

J. Teacher Rights and Protection in Representation. Pursuant to N.J.S.A. 34:13A-1 et. seq., the Board hereby agrees that every employee of the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective governmental power under the laws of the State of New Jersey. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by N.J.S.A. 34:13A-1 et. seq.

or other laws of New Jersey or the Constitutions of New Jersey and the United States, that it shall not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

K. The Board agrees to allow one support staff representative released time, without loss of pay, of up to five days, depending on travel requirements, to attend the annual convention of the National Education Association, and to release two Association officers for two days each, without loss of pay, if employed during the summer to attend the summer workshop of the New Jersey Education Association.

ARTICLE 8

HEALTH BENEFITS

A. The Board shall make available to all employees health care insurance coverage as provided by the New Jersey State Health Benefits Program.

B. The Board shall pay 100% of the cost of the plan selected by the employee from those made available pursuant to paragraph A herein.

C. The Board shall request the carrier to provide each employee with a description of the health care insurance coverage provided under this Article.

D. The dental plan will continue in effect and will be fully funded by the Board to maintain the same level of service currently provided. The carrier and the plan shall be subject to mutual agreement of the parties signing January 18, 1990.

E. Employees shall be entitled to a physical examination once every other year, at a cost to the Board not to exceed \$150 after payment by the medical insurance coverages provided above.

F. Personnel employed on a regular basis and working a minimum of 20 hours per week shall be entitled to all of the above insurance benefits.

ARTICLE 9

COMPENSATORY PAY AT RETIREMENT

A. Compensatory Pay

1. Compensatory pay at time of retirement for persons retiring under T.P.A.F. and P.E.R.S. shall be calculated on the basis of 1/200 contract salary at the time of retirement. Entitlement shall be limited to 33 1/3% of a maximum of 10 days per year sick leave less any sick days taken during the period covered.

2. a. Commencing with the 1989-90 school year, the entitlement for ten month employees shall be thirteen sick days per year, less sick days used, all eleven and twelve month employees will receive fifteen days (thirteen sick days and two unused personal days) per year, less sick days used, which may be applied toward their retirement bank.

b. All employees who accrued sick days prior to 1989-90 in the district shall receive for each prior year of service one (1) day if a 10-month employee, or one and one-half (1 1/2) days per year if an 11 or 12-month employee, for calculation for retirement. These days will be added to the number of days to which the employee is entitled after the computation of unused accumulated sick days.

B. **Death Benefit.** Employees who would otherwise be eligible for compensatory pay at retirement, but who do not retire from the employ of the District because of death, shall have payment for any eligibility for compensation under this Article made to their estate.

ARTICLE 10

DEDUCTIONS FROM PAY

A. Representation Fee Agreement

The parties to the Agreement hereby adopt in full Chapter 477 P.L. 1979. Said adoption pertains solely to the unit represented by The Education Association of Morris. The Board agrees to implement payroll deduction as is presently operative in the district and will include the collection and transmittal of this fee pursuant to the present procedure. The Association agrees to notify the Board of the amount of the representation fee to be collected for each listed non-member of the Association. Said fee shall be no more than the maximum permitted by law. The provision for collection and transmittal of the fee shall be governed by Chapter 233, P.L. 1969 (N.J.S. 52:14-15.9E). Board compliance with this procedure shall release the Board from any further liabilities, and the Board shall not be a party to any litigation resulting from individual challenge to this Agreement. The Association will notify the Board that a proper demand and return system is in place.

B. Payment Plan and Deductions for Payments to Tri-County Federal Credit Union.

1. The Board agrees to deduct and withhold for each payroll period, from such compensation as may be due to any employee, such sum as may have been specifically authorized in writing by said employee, and pay overall amounts so deducted to the Tri-County Federal Credit Union.

2. An employee may withdraw written authorization at any time by filing 30 calendar days written notice with the Secretary of the Board. No employee shall be required to participate in this program.

ARTICLE 11

MISCELLANEOUS PROVISIONS

A. **Printing Agreement.** The Board agrees to pay one-fourth of the cost of printing the contract and shall receive 100 copies.

B. **Support Staff.** There shall be an advisory board comprised of selected support staff employees.

C. **Twenty-four Payment Pay Plan.** Full-time employees under contract for a ten-month work year may elect to receive compensation in 24 payments per twelve-month year. Notification must be made to the Business Office in writing prior to May 1 preceding the contract year for which compensation in 24 payments is requested. Election of this pay plan may not be revoked for the payment year. Request to revoke in a subsequent year may be made in writing to the Business Office prior to May 1 preceding the contract year for which the change in compensation payment is requested. Annual withholding amounts for employees electing the 24 payment plan will be deducted during the September-June pay period.

It is agreed that the Business Office shall notify employees of this optional pay plan and the requirements for participation.

ARTICLE 12

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement, or any application of this Agreement 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.

ARTICLE 13

DISCIPLINARY ACTION

A. The Board shall have the right to take disciplinary action for good and just cause. Disciplinary action may include but is not limited to:

1. verbal reprimand
2. written reprimand
3. suspension
4. fine
5. demotion
6. termination where permitted by law, and
7. withholding of increment where taken for disciplinary reasons rather than educational proficiency reasons.

Disciplinary actions will not include the non-renewal of a non-tenured teacher.

B. The Board agrees to utilize the concepts of progressive discipline in its application of this Article, consistent with the circumstances surrounding the infraction and the disciplinary history of the employee.

C. Any disagreement concerning the administration of discipline shall be discussed jointly in confidence and not in the presence of students, parents or others outside the school administration.

PART II — CERTIFICATED STAFF

ARTICLE 14

COMPENSATION

A. **Salary Guide for Teachers.** The Board and the Association agree that the attached salary guides and longevity guides shall become effective July 1, 1989, July 1, 1990 and July 1, 1991.

B. **Extra Pay for Extra Services**

1. The salaries for teachers employed at their regular or similar professional jobs beyond the regular school year will be on a basis of 1/140 per hour of their monthly salary, up to 7/140 per each day worked, unless the rate exceeds the maximum allowed or required by an outside funding source, in which case that rate shall be paid.

2. Teachers who perform extra assignments for which extra compensation is not received under current Board policy will continue to receive extra compensation for such assignments at a salary and under the conditions to be determined by the nature of the assignment, by the responsibility associated with the position, and to be negotiated between the Board and the Association.

3. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be jointly established by the Board and the Advisory Board for Administrative Procedures and a representative committee, and administered by the Superintendent.

4. The total cost, breadth, content, and relative importance of these activities shall be subject to Board approval.

5. For the 1989-90 school year, \$229.00 per

point will cover existing activities. Any new activities approved by the Board will be funded at \$229.00 per point.

a. For the 1990-91 school year, \$252.00 per point will cover existing activities. Any new activities approved by the Board will be funded at \$252.00 per point.

b. For the 1991-1992 school year, \$276.00 per point will cover existing activities. Any new activities approved by the Board will be funded at \$276.00 per point.

6. Athletic coaches shall receive a service increment of one compensation point for the third year of service in a coaching position and an additional one point for the fifth year of service in a coaching position. Eligibility for coaching increments is not to carry over from one sport to another nor in promotion to higher positions within a given sport. However, should a head coach revert to a lower coaching position within a given sport, eligibility for service increments for service within that sport shall not be diminished by reversion to a lower position.

C. **Payment.** Teachers shall be paid semi-monthly on the 10th and the 25th days of each month in the school year. If the school is not in session on a pay day, payment shall be made on the last scheduled work day prior to said pay day.

D. **Other Salary Guide Provisions for Certificated Personnel.**

1. The starting salary of a teacher new to the system shall be determined by negotiation between the teacher and the Board.

2. Full year credit will be given to a candidate who has a partial year of experience of 100 work days or more, or a regular school year. No credit on the salary guide will be given, where a candidate has a partial year experience of less than 100 work days.

3. The starting salary of a teacher new to the system is to be translated into a guide position based on years of credited experience and training level. No teacher new to the system shall be placed on a guide position higher than those teachers already employed in the system with similar credited experience and training.

4. Non-degree teachers will be placed on Column A on the guide.

5. After initial placement on the guide position, movement along the guide from that position to maximum shall be in terms of annual increments, based on each year of successful service in the Morris School District. To be eligible for a normal increment, a teacher must have been under contract to the Board during the previous year for at least 100 work days. No half steps will be granted. Successful service shall be determined by satisfactory yearly evaluation of the teacher by the Principal. If the yearly evaluation is unsatisfactory, an increment may be withheld upon recommendation by the Superintendent and approved by the Board. A copy of the evaluation guide shall be available to the Association. The teacher evaluation shall be in writing, reviewed by the Superintendent, and presented to the Board at the time of the annual salary review.

6. Salary adjustments for change of level of professional preparation will be recognized only if intent to seek such an adjustment is claimed and declared by November 15 of the preceding year, with a final report of status in the form of a letter from the employee filed by August 1 of the school year, followed by an official transcript no later than January 1 of the school year.

7. After initial placement on the salary guide, graduate credit approval will require that graduate courses taken shall be in the assigned teaching field, or part of a matriculated program

for a higher degree. In all cases, courses and programs must be approved by the Superintendent prior to first registration. However, the Superintendent shall consider approving courses which are part of a matriculated program or those taken beyond the Masters Degree which will enhance the teacher's educational performance and perspective.

8. To qualify for placement on Column E of the guide, a conferred Bachelor Degree plus completion of thirty semester hours in graduate courses beyond the Bachelor Degree, or a conferred Masters Degree is required. No salary advancement beyond this column will be granted until a conferred Masters Degree is held. Graduate course credits applied for advancement beyond Column E must be taken subsequent to the attainment of a Masters Degree, except for those teachers who are currently and actively pursuing an approved matriculated program.

9. Salary guide columns designated as "+10" and "+20" shall not apply to newly hired teachers effective 1988-1989 school year. Further, for those employees hired during and after the 1988-89 school year, an earned doctorate will be required for the "DOC" salary guide column. A conferred Masters Degree shall be required for placement on the "MA" salary guide column. Advanced salary guide credit is to be based only on prior approved accredited graduate courses. A G.P.A. of 3.0 shall be required for those teachers moving from MA to MA +30 on the new guide structure. Teachers in the employ of the Board in 1987-88 shall have the option of remaining on the old salary guide or converting to the new guide. This selection is not reversible.

E. Tuition Reimbursement. A tuition reimbursement plan for payment of tuition costs for Superintendent-approved graduate courses

payable after successful completion (a grade of "C" or better) of each course shall be made available to teachers hired for the 1988-89 school year and to currently employed teachers electing the new salary guide. Payment is to be based on the cost of course credit tuition only, and shall not exceed New Jersey State College tuition rates.

F. Longevity

1. +\$250 for those having taught in Morristown and/or Morris Township 10 years by September 1 of the contract year and holding tenure.

2. +\$350 for those having taught in Morristown and/or Morris Township 15 years by September 1 of the contract year and holding tenure.

3. +\$300 for those having taught in Morristown and/or Morris Township 20 years by September 1 of the contract year and holding tenure, provided, however, that said \$300 longevity addition shall be paid only to teachers who received said \$300 longevity addition during the 1974-75 contract year.

G. Staff Assistants and Unit Leaders. Staff assistants and unit leaders shall be paid in accordance with the following schedule:

1989-1990			
	Years		
Number of Teachers	1-2	3-4	5+
2-3	931	1008	1085
4-6	1544	1667	2114
7-12	2480	2636	2793
13-18	3102	3293	3486
19+	3722	3952	4185

Number of Teachers	1990-1991		
	Years		
	1-2	3-4	5+
2-3	1021	1104	1191
4-6	1695	1830	2320
7-12	2722	2893	3065
13-18	3404	3614	3747
19+	4084	4337	4593

Number of Teachers	1991-92		
	Years		
	1-2	3-4	5+
2-3	1119	1212	1306
4-6	1857	2005	2543
7-12	2984	3171	3360
13-18	3731	3960	4104
19+	4477	4754	5034

H. Field Trips. For required participation in field trips entailing the supervision of pupils which extend beyond the teacher in-school day and overnight and non-school trips, teachers shall be compensated as follows:

1. For time beyond the normal in-school work day, at the rate of 1/140 of their monthly salary per hour, up to 7/140 for that day.

2. For non-school days, at the rate of 1/140 per hour of their monthly salary, up to 7/140 per day.

I. Salaries for Driver Education Teachers, Audio Visual Coordinators and Driver Education Coordinator are to be increased 9.75% over 1988-89 salaries for the year 1989-90, 9.75% over 1989-90 salaries for the year 1990-91, and 9.6% over 1990-91 salaries for the year 1991-92.

ARTICLE 15
WORKING CONDITIONS

A. Employee Assignment

1. Each employee shall be given written notice of his salary schedule, tentative class, and/or subject assignment, room assignment, and/or work assignment, for the forthcoming year not later than June 1 of the preceding school year. A list of said schedule and assignments shall be simultaneously sent to the Association.

2. Teachers shall NOT be required to:

- a. work in the High School Attendance office;
- b. ride the school bus, or monitor school bus stops off school ground;
- c. supervise their assigned children on the playgrounds, except during their recess in the elementary schools;
- d. supervise children in the cafeterias during their lunch periods.

3. The practice of using a regular teacher as a substitute, thereby depriving him of his preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of a volunteer, a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid at the rate of 1/140 per hour of their monthly salary for each hour worked. Such coverage shall be arranged by the Principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

B. Teacher Work Year:

1. Teachers employed under a ten-month

contract shall not be required to work in excess of 184 days, except that teachers new to the system may be required to attend one additional day of orientation.

a. Two of these days shall be used for teacher in-service programs.

2. 1.1 and 12-month contracts shall be discontinued as of July 1, 1983, except for those certified staff whose compensation was based on 1.1 or 12-month contract in 1982-83. Certified staff continuing to be employed on a 1.1 or 12-month contract may be scheduled to work additional hours or days during the academic year in lieu of equivalent time during the summer period.

3. 1.1 contracts require 202 work days. Salary shall be 1.1 times the appropriate salary guide step.

4. 12-month contracts shall consist of all normal work days except earned vacation days and district holidays. Salaries shall be 1.2 times the appropriate salary guide step.

5. Vacations for 12-month certified staff shall be determined as follows:

1-2 years service 11 Days

3-4 years service 16 Days

5 years service 22 Days

Vacation days shall accrue beginning with the first year of employment on a 12-month contract.

C. Arrival and Dismissal Times and Other Conditions of Employment.

1. Elementary and Junior School teachers shall not be required to be at their assigned posts more than 15 minutes earlier than the time that arriving pupils are officially considered tardy, and shall not be required to remain more than 10 minutes after the end of the last regularly scheduled assignment.

2. Teachers shall not be required to "clock in" or "clock out" by hours and minutes at the

beginning or end of the day, but shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster, if required to do so by their building Principal.

3. During the day, teachers may leave the building during preparation periods, but must "clock out" and "clock in" by hours and minutes, showing the reason for their absence.

4. Elementary teachers shall be granted 200 minutes preparation time each five-day work week in 40-minute daily periods, unless specialists are reduced to the extent that this is no longer possible.

a. Teachers shall not routinely be assigned during the aforesaid time in excess of 200 minutes to playground supervision, clerical work, or the school stockroom. If a teacher is required to cover another teacher's assigned class during preparation time, said teacher shall be paid at the rate of 1/140 of his monthly salary per hour for each hour worked.

3. Junior School teachers shall be guaranteed at least one preparation period per day.

The practice in effect with regard to work scheduling for Junior School unit teachers shall be five teaching periods — one Team experience (1/2 period), and one unit meeting period for planning, and one preparation period.

4. **High School Provisions.** The Board agrees that the High School provisions shall be:

a. The in-school work day for High School teachers shall be from ten minutes prior to the scheduled arrival of pupils for first period to ten minutes after the last period of the school day, inclusive of a duty-free lunch period equal in time to the student lunch period.

b. **Teacher Work Cycle.** Teachers whose assignments require that they be in school for

more than seven hours times the number of days in the cycle shall be paid at the rate of 1/140 per hour of their monthly salary for each hour worked in excess of seven times the number of days in the cycle. The teachers' work cycle shall include part (a) of High School Provisions.

c. **Additional Assignments**

(1) In addition to their regular teaching assignments, teachers may be assigned a homeroom or related duty and one period of supervision each day.

(2) Teachers assigned teaching duties over and above their regular teaching assignments shall be assigned no other duties.

(3) Teachers assigned teaching duties less than a regular teaching assignment may be assigned additional extra duties.

(4) Nurses, librarians, guidance counselors and all other teachers whose assignment requires that they continuously cover a particular post or function shall be assigned no additional duties.

(5) In the assignment of additional duties, every effort shall be made to insure equity of time and assignment.

5. **Certified Support Staff Work Cycle.** The normal work day for certified support staff shall be seven hours. The Board may regularly schedule varying start and end time for the work day of individual certified support staff. Individual preferences will be considered in the development of work schedules.

6. **After School Meetings.** After school meetings shall be held only on Mondays.

7. **Evening Meetings.** Teachers may be required to attend no more than four evening assignments or meetings each school year without additional compensation. Staff required to attend additional meetings shall be compensated at the

rate of 1/140 of their monthly salary per hour for each meeting they attend. Two (2) of the evening meetings shall be with parents, and each meeting shall not exceed two (2) hours in length. The two (2) hour meetings shall be scheduled between 6:30 p.m. and 9:30 p.m. Evening meetings for parent conferences shall be scheduled so that both meetings shall not be held in a single marking period. One evening meeting per year shall be held on the same day of scheduled parent conferences.

D. **Class Size.** The Board shall make every effort to maintain class size consistent with good educational standards and practices.

ARTICLE 16

POSITION OPENINGS

A. A complete listing of all vacancies within the school system shall be published each year, ten days following the collection of letters of intent from teachers within the system. At least one other listing shall be made before the close of the school year. A copy of this list shall be sent to the Association at the time of posting. Upon application to the appropriate supervisor, teachers qualified to fill the vacancies within the system will be granted an interview.

B. **Extra Pay Positions.** All extra pay positions proposed in the district, and all other positions which are open to teachers, as well as others, shall be posted prior to March 15. A copy of the list of positions shall be forwarded to the Association within ten days of posting. Additional extra pay positions shall be posted as established, with a list forwarded to the Association within ten days of posting. Any teacher may apply within ten days of the posting. Each applicant shall be given consideration.

ARTICLE 17

PERFORMANCE

A. **Teacher Evaluation.** The Board and the Association agree that there shall be an established procedure for the evaluation of teachers' services. Such procedures shall be adopted only after thorough review and consideration of proposals of evaluation developed by the Advisory Board for Administrative Procedures. All teachers shall receive a copy of this procedure in September of each school year.

B. **Use of Certificated Teachers, Etc.** In order to assure that pupils are taught by a teacher working within his/her area of competence, a teacher shall be assigned to teach in areas for which he holds a standard teaching certificate issued by the New Jersey State Board of Examiners, or in areas where he is working toward certification. These provisions do not apply to substitute teachers.

C. **Non-Tenure Re-Contracting.** Any non-tenured teacher who is not to be rehired may request a copy of his or her written evaluation.

ARTICLE 18

BOARDS & COMMITTEES

A. The Board and the Association agree that there shall be an Advisory Board for Administrative Procedures.

B. **In-Service Program.** A committee shall be formed to advise the Superintendent regarding the in-service programs. The committee shall be comprised of three members designated by the Curriculum Council, three by the Advisory Board for Administrative Procedures, three by the Administrative Council, and two by T.E.A.M.

PART III: NON-CERTIFICATED STAFF

ARTICLE 19

TRANSPORTATION

A. Work Year. The work year for transportation employees shall be all days that students are scheduled to be present in school.

B. Work Day. The work day for transportation employees shall be individually contracted by the Board. Bus drivers are to be guaranteed four hours of work assignment if called in during any one scheduled school day.

C. Overtime. Transportation employees who are required to work more than 40 hours in any work week shall be compensated at the rate of one and one-half their regular hourly rate for each hour or fraction of an hour worked in excess of 40 hours.

D. Special Fees. All transportation employees are to submit satisfactory proof of physical qualifications for bus driving duties as required. The Board will pay the cost of required physical examination if performed by the Board physician, or up to \$25.00 if performed by the employee's physician, to be reimbursed to the employee upon submission of physician's report and bill. The Board will pay the cost of special bus driver licenses required by each bus driver for operation of a school bus.

E. Uniforms. Bus drivers will be provided with appropriate jackets.

ARTICLE 20

FOOD SERVICE

A. Work Year. The work year for food service employees shall be 182 days.

B. Work Day. The work day for food service employees shall be individually contracted by the Board.

C. Overtime Pay. Overtime pay for regular food service employees shall be calculated at the rate of one and one-half times their regular hourly rate for each hour worked in excess of forty hours in any one work week.

Regular food service employees required to work on Saturdays, Sundays, or evenings shall be guaranteed overtime pay rate at one and one-half times their regular rate for hours worked, exclusive of whether such hours are in excess of forty in any one work week.

D. Substitutes. In the event a food service employee is absent, a substitute shall be provided, or adjustment made in work assignment or schedule of other employees, as may be required to provide coverage for the absence.

1. Contracted food service employees shall be provided an annual uniform allowance of one hundred dollars (\$100.00). The Board will designate a local supplier. Uniforms shall be white and shall be worn for each work shift.

ARTICLE 21

CUSTODIAL/MAINTENANCE EMPLOYEES

A. **Work Year.** The work year for custodial/maintenance employees shall be as established by the district calendar, inclusive of all work days of the period December 26 and 31 each year. Christmas and New Year holidays shall be as current practice.

B. **Work Day.** The work day for custodial/maintenance employees shall be eight hours, exclusive of a scheduled one-half hour duty-free meal period.

C. **Break Periods.** The Board shall provide custodial/maintenance employees two scheduled break periods of 15 minutes during each regular work shift and a clean-up period of 15 minutes at the end of each work shift.

D. **Overtime.** Custodial/maintenance employees who are required to work more than 40 hours in any work week shall be compensated at the rate of one and one-half their regular hourly rate for each hour or fraction of an hour, worked in excess of forty hours.

1. Custodial/maintenance employees assigned to work on Sundays and holidays shall be compensated at the rate of two times their regular hourly rate of pay for each hour or fraction of an hour worked on these days.

2. Custodial overtime shall be assigned on a rotating basis within a building or department. The rotation roster shall be established on the basis of seniority. An employee shall have the option to refuse overtime work, except in those instances in which the Board requires that custodial work be performed and the rotation roster produced insufficient staff for the required work.

Employees refusing overtime work shall be placed at the end of the rotation roster.

E. **Security.** Custodial employees shall not leave the premises of their work assignment during their work shift without notifying their immediate supervisor. Employees required to secure a building shall be given adequate time to do so within their shift.

F. **Substitutes.** In the event a custodial employee is absent, a substitute shall be provided, or adjustment made in work assignment or schedule of other employees, as may be required to provide coverage for the absence. In the event that the work of the absent employee is assigned to other employees to be performed in addition to other regular duties, those employees shall be eligible for overtime pay in accordance with paragraph D of the Article.

G. **Recall Pay.** Custodial/maintenance employees recalled to work after the completion of their regular work shift shall receive a minimum of four hours pay.

H. **Vacation Allowance.** After one full year of service, full-time custodial/maintenance employees shall be entitled to annual paid vacation as follows:

1-3 full years	10 days
4-10 full years	15 days
11 full years and over	20 days

I. **Holidays.** Holidays for custodial/maintenance employees shall be 13 days per year, with up to one additional day for a Board-designated holiday which does not fall within a school vacation period. The one additional day shall be a floating day. Employees required to work on a holiday in excess of those designated in the custodial/maintenance school calendar shall receive regular pay, but shall be granted an alternate holiday day, the date for which is to be sub-

ject to the supervisor's approval for each employee.

J. Conventions & NJEA Summer Workshop. One representative of the district group of custodians and one representative of the district group of maintenance employees shall be permitted to attend the annual NJEA convention without loss of pay.

K. Clothing Allowance. All custodial and maintenance employees, including the transportation maintenance man and the high school cafeteria custodian, shall, after completion of the probationary period, be provided annually the following work clothes: three pair of trousers, three long sleeve shirts, two short sleeve shirts and an allowance of \$75.00 for approved work shoes. In addition, maintenance employees shall be provided with a light work jacket. Clothing provided shall be required attire for each work shift.

ARTICLE 22

NIGHT WATCHMEN

A. Work Day. The work day (or night) for watchmen shall be individually contracted.

B. Overtime. Employees required to work more than 40 hours per week shall be paid at one and one-half times their regular hourly rate of pay for each hour or fraction of an hour worked in excess of 40 hours.

ARTICLE 23

SECURITY PERSONNEL

A. **Work Year.** The work year for security personnel shall be all days that school is in session.

B. **Work Day.** The work day for security personnel shall be eight hours, inclusive of a duty-free lunch period.

C. **Overtime.** Security personnel who are required to work more than 40 hours in any work week shall be compensated at the rate of one and one-half their regular hourly rate for each hour or fraction of an hour, worked in excess of 40 hours. Overtime assignments shall be on a rotating basis.

D. **Communicators.** The Board shall provide each security employee with a communicator.

E. **Safety Training.** Security personnel shall attend security training classes provided by the Board. Employees shall be compensated at their regular rate of pay while attending these courses.

F. **Uniforms.** Security guards will be provided with appropriate jackets.

ARTICLE 24

SCHOOL AIDES

A. **Work Year.** The work year for School Aides shall be all days that students are scheduled to be present in school.

B. **Work Day.** The work days and duty-free lunch for school aides shall be the same as that established for classroom teachers.

C. **Breaks.** Effective with the execution of this Agreement, classroom aides will be entitled to a 20-minute break in the morning and afternoon, to be scheduled with the approval of the cooperating teacher.

ARTICLE 25

**RADIO/TV PERSONNEL AND
COMPUTER TECHNICIAN/
STAGE MANAGER**

A. **Work Year.** The work year for radio/TV personnel and computer technician/stage manager shall be the district calendar.

B. **Work Day.** The work day for radio/TV personnel and computer technician/stage manager shall be eight hours, inclusive of a duty-free lunch period.

C. **Overtime.** Radio/TV personnel and computer technician/stage manager who are required to work more than 40 hours in any work week shall be compensated at the rate of one and one-half their regular hourly rate for each hour or fraction of an hour worked in excess of 40 hours.

D. **Vacation Allowance.** Full-time radio/TV personnel and computer technician/stage manager in either of these positions prior to July 1, 1985, shall be entitled to 22 vacation days annually. Persons appointed to the position on or subsequent to July 1, 1985 are to be entitled to vacations in accordance with the following schedule:

1-2 years service	11 days
3-4 years service	16 days
5 or more years service	22 days

The scheduling of vacation time shall be with the approval of the Board.

ARTICLE 26

SECRETARIES

A. **Work Year.** Employees hired on a 12-month contract shall work all weekdays, except earned vacation days and district holidays, or compensatory days in lieu of work performed on district holidays. Employees on a 10-month contract (i.e., employed from September 1 through June 30) shall have 197 work days. Upon agreement between the individual employee and the appropriate administrator, 10-month employees may work any portion of the required 197 work days between July 1st and August 31st. Part-time employees (i.e., employees working less than the normal work week of 35 hours) must work the number of work days required of a 10 or 12-month employee.

B. **Work Day.** Seven hours shall constitute a full work day. Employees shall observe such hours as are assigned to them by the staff member to whom they are assigned.

C. **Secretarial Job Descriptions.** Secretarial employees may obtain copies of job descriptions for their particular jobs upon request.

D. **Secretarial Vacations.**

1. Secretaries on 10-month contract earn no paid vacation.

2. Secretaries on 12-month contract shall receive vacation days according to the following entitlement schedule:

1-3 full years	10 days
4-10 full years	15 days
11 full years or more	20 days

3. Twelve-month contract secretaries hired on or before September 1, 1974 and who have been in the continuous employ of the Board shall be entitled to 22 paid vacation days per year.

4. In cases of secretaries transferred from 10-month contract to a 12-month contract, years employed in 10-month contract positions shall be credited as years of service in determining vacation entitlement.

5. Vacation entitlement for secretaries in first year of employment in the district shall be prorated from date of employment through June 30 of the first contract period. Subsequently, vacation entitlement shall accrue on a July 1 to June 30 year basis.

E. Reduction in Secretarial Work Force. In the event of a reduction in secretarial work force, an employee whose position is eliminated shall be permitted to displace a secretarial employee with less seniority in the affected job classification. Should there be no employee in the affected job classification, the employee shall be permitted to displace an employee of less seniority, as determined by the Board, in a lower secretarial job classification, provided that the employee choosing to displace another has previously held the lower job classification being claimed. An employee displaced by the employee whose position was eliminated by the reduction in force may in turn choose to displace an employee of lower seniority in a lower job classification, provided that the employee choosing to displace another has previously held the lower job classification being claimed.

F. Salary Guide Provision for Secretaries.

1. The initial placement of an employee new to the system shall be based upon an evaluation of experience and training, and by negotiation between the employee and the administration, and as recommended to the Board for approval.

2. **Promotion or Transfers.** Initial placement of an employee in another classification due to promotion or transfer shall be determined by

lateral movement on the negotiated guide.

3. After initial placement on a guide position, movement along the guide from that position to maximum shall be in terms of annual increments, based on each year of successful service in the Morris School District.

4. The salary ranges for classifications I, II, III, IV, V, VI, and VII, attached hereto, are established for the school years 1989-90, 1990-91, and 1991-92. The placement of all 10-month employees on the guide shall be made on the same basis as if they had been 12-month employees and their salaries shall be 86% of 12-month salaries for position of the same classification at the same guide step. Cut-off dates for salary guide movement for first-year employees are to be as follows:

12-month secretary	January 1st
10-month secretary	February 1st

ARTICLE 27

PERFORMANCE AND ASSIGNMENT

A. **Transfer or Reassignment.** Notice of an involuntary transfer for re-assignment of non-certified personnel shall be given to the personnel involved as soon as practical.

B. **Employee Evaluation.**

1. Non-certified personnel shall be evaluated one or more times each contract year, of which one shall be the annual evaluation. The Board retains the right to deny or withhold a salary adjustment for unsatisfactory performance. Evaluation shall be made by the employee's immediate supervisor. At the time of the annual evaluation, there shall be a conference between the employee and the supervisor. The employee shall receive a written report of evaluation of this conference.

2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that they have had the opportunity to review such material by offering their signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents therein. The employee shall also have the right to submit a written answer to such material, and the employee's answer shall be attached to the file copy.

C. **Employment Seniority (non-cert).** In the event of a reduction in force in the following classifications:

- Custodial employees
- Maintenance employees
- Transportation employees
- Aides

- Food service employees
- Security personnel
- Radio/TV employees
- Computer technician/stage manager(s)
- Athletic trainer(s)
- Permanent substitutes

employees shall be laid off in the inverse order of seniority. Employees shall exercise their total employment seniority in their classification to replace a less senior employee.

1. In the event a vacancy occurs after a reduction in force, laid-off employees shall be entitled to recall in the order of seniority.

D. Upon successful completion of probationary period, seniority, longevity, and time for accrual of vacation entitlement for non-certificated unit employees shall be calculated from first day of employment.

**ARTICLE 28
COMPENSATION**

A. Salaries

	89-90	90-91	91-92
Custodian	16,221	17,803	19,512
Boiler license	\$600 stipend		
Night foreman	\$600 stipend		
Assistant foreman	\$600 stipend		
Maintenance	19,779	21,708	23,792
Boiler license	\$600 stipend		
Security	16,982	18,637	20,427
Food Service	6.12	6.72	7.37
LR/PG	9.27	10.18	11.16
Transportation:			
Van	10.84	11.90	13.04
Bus	12.04	13.21	14.48
Athletic Trainer	30,000	32,925	36,086
Radio/TV Technician	28,965	31,789	34,841
Computer Technician/ Stage Manager	28,965	31,789	34,841

B. Support Staff

1. Service increments of \$375 over base salary after 5 years of service, \$700 over base salary after 10 years, and \$925 over base salary after 15 years of service shall be paid to secretarial, custodial/maintenance, radio/TV, security personnel, and computer technician/stage manager on full-time 12-month contract.

2. Food service and transportation employees (except transportation maintenance mechanic) shall be eligible for one-half service increment amounts as apply to custodians. The transportation maintenance mechanic shall be eligible for full service increments as apply to custodial employees.

3. Transportation courier and high school cafeteria custodian are to be eligible for longevity

payments, pro-rated as may be required.

4. Lunchroom aides shall be eligible for one-quarter service increment amounts as apply to custodians.

5. Instructional aides whose compensation is based on teacher salary guides shall be eligible for a pro-rata amount of teacher service increments, based on contracted work day and work year. Years of service in the district as of July 1, 1985 shall be recognized in determining eligibility for service increments. However, payments shall not be made retroactive prior to July 1, 1985.

C. ACCEPT AND K-12 AIDES. ACCEPT and K-12 aides (excluding Lafayette aides) are to be compensated at 40% of non-degree (if non-degreed) or BA guides (guides A and B). Employees in 1984-85 if employed in 1989-90 as aides, are to continue to receive compensation based on a 1984-85 guide designation if on teachers compensation guide in 1984-85. Lafayette aides are to be compensated at 50% of non-degree (if non-degreed) or BA guides (guides A and B). Employees serving as Lafayette aides in 1984-85 are to continue to receive compensation based on 1984-85 guide designation if employed as Lafayette aides in 1989-90, 1990-91, and 1991-92.

PART IV

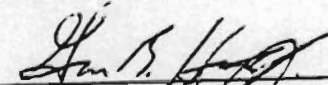
ARTICLE 28


DURATION OF AGREEMENT

THIS AGREEMENT, covering terms and conditions of employment, shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992. This Agreement covering salary shall be effective July 1, 1989 and shall continue in effect until June 30, 1992.

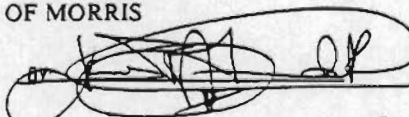
IN WITNESS WHEREOF, the Board and the Association have hereunto caused this Agreement to be executed by its duly authorized officers and their corporate seals affixed, as of the day and year first above written.

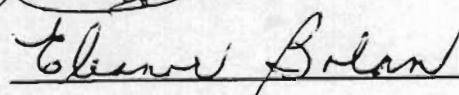
BOARD OF
EDUCATION OF
THE MORRIS
SCHOOL DISTRICT

BY:  _____

BY:  _____

THE EDUCATION
ASSOCIATION
OF MORRIS

 _____

BY:  _____

**MORRIS SCHOOL DISTRICT
TEACHERS SALARY GUIDE — 1989-1990 (9.75%)**

	NO DEG*	BA*	BA10	BA20	BA30*	MA10	MA20	MA30*	MA40	MA50	MA60*
					MA			6 YR	6YR10	6YR20	6YR30
LEVEL	A	B	C	D	E	F	G	H	I	J	K
2	25,480	26,470	27,230	27,940	28,950	29,650	30,390	31,310	32,040	32,760	33,700
3	26,890	27,880	28,630	29,340	30,330	31,040	31,770	32,720	33,430	34,150	35,090
4	28,280	29,270	30,030	30,730	31,730	32,430	33,160	34,110	34,820	35,540	36,480
5	29,860	30,830	31,600	32,320	33,310	34,020	34,740	35,690	36,400	37,130	38,070
6	31,430	32,420	33,170	34,740	34,870	35,600	36,330	37,270	38,000	38,720	39,630
7	33,410	34,410	35,140	35,870	36,870	37,580	38,300	39,250	39,960	40,680	41,620
8	35,500	36,490	37,240	37,960	38,960	39,660	40,390	41,330	42,070	42,790	43,710
9	37,490	38,470	39,210	39,940	40,940	41,650	42,360	43,330	44,030	44,760	45,690
10	39,440	40,440	41,190	41,920	42,910	43,610	44,340	45,300	46,020	46,860	47,680
11	41,430	42,410	43,140	43,890	44,890	45,590	46,330	47,280	47,990	48,700	49,650
12	43,410	44,380	45,140	45,850	46,860	47,580	48,290	49,260	49,970	50,690	51,630
13	45,380	46,370	47,120	47,830	48,830	49,540	50,270	51,230	51,960	52,660	53,600
14	47,540	48,540	49,280	50,000	50,900	51,350	52,350	53,290	54,020	54,740	55,700
15	48,630	49,620	50,360	51,100	53,090	53,790	54,510	55,480	56,200	56,930	57,850

*These columns represent the salary guide for hirees commencing 1988-1989 school year, and certificated employees who opted for this guide in 1987-1988.

**MORRIS SCHOOL DISTRICT
TEACHERS SALARY GUIDE — 1990-91 (9.75%)**

	NO DEG*	BA*	BA10	BA20	BA30*	MA10	MA20	MA30*	MA40	MA50	MA60*
					MA			6 YR	6YR10	6YR20	6YR30
LEVEL	A	B	C	D	E	F	G	H	I	J	K
3	27,960	29,050	29,880	30,660	31,770	32,540	33,350	34,360	35,160	35,950	36,990
4	29,510	30,600	31,420	32,200	33,290	34,070	34,870	35,910	36,690	37,480	38,510
5	31,040	32,120	32,960	33,730	34,820	35,590	36,390	37,440	38,210	39,010	40,040
6	32,770	33,840	34,680	35,470	36,560	37,340	38,130	39,170	39,950	40,750	41,780
7	34,490	35,580	36,400	38,130	38,270	39,070	39,870	40,900	41,710	42,500	43,490
8	36,670	37,760	38,570	39,370	40,460	41,240	42,030	43,080	43,860	44,650	45,680
9	38,960	40,050	40,870	41,660	42,760	43,530	44,330	45,360	46,170	46,960	47,970
10	41,150	42,220	43,030	43,830	44,930	45,710	46,490	47,550	48,320	49,120	50,140
11	43,290	44,380	45,210	46,010	47,090	47,860	48,660	49,720	50,510	51,430	52,330
12	45,470	46,540	47,350	48,170	49,270	50,040	50,850	51,890	52,670	53,450	54,490
13	47,640	48,710	49,540	50,320	51,430	52,220	53,000	54,060	54,840	55,630	56,660
14	49,800	50,890	51,710	52,490	53,590	54,370	55,170	56,220	57,030	57,790	58,830
15	52,180	53,270	54,080	54,880	55,860	56,660	57,450	58,490	59,290	60,080	61,130
16	53,370	54,460	55,270	56,080	58,270	59,030	59,820	60,890	61,680	62,480	63,490

*These columns represent the salary guide for hires commencing 1988-1989 school year, and certificated employees who opted for the guide in 1987-1988.

**MORRIS SCHOOL DISTRICT
TEACHERS SALARY GUIDE — 1991-92 (9.6%)**

	NO DEG*	BA*	BA10	BA20	BA30* MA	MA10	MA20	MA30* 6 YR	MA40 6YR10	MA50 6YR20	MA60* 6YR30 DOC
LEVEL	A	B	C	D	E	F	G	H	I	J	K
4	30,640	31,840	32,750	33,600	34,820	35,660	36,550	37,660	38,540	39,400	40,540
5	32,340	33,540	34,440	35,290	36,490	37,340	38,220	39,360	40,210	41,080	42,210
6	34,020	35,200	36,120	36,970	38,160	39,010	39,880	41,030	41,880	42,750	43,880
7	35,920	37,090	38,010	38,880	40,070	40,920	41,790	42,930	43,790	44,660	45,790
8	37,800	39,000	39,890	41,790	41,940	42,820	43,700	44,830	45,710	46,580	47,670
9	40,190	41,380	42,270	43,150	44,340	45,200	46,060	47,220	48,070	48,940	50,070
10	42,700	43,890	44,790	45,860	46,660	47,710	48,590	49,710	50,600	51,470	52,580
11	45,100	46,270	47,160	48,040	49,240	50,100	50,950	52,110	51,960	53,840	54,950
12	47,450	48,640	49,550	50,430	51,610	52,450	53,330	54,490	55,360	56,370	57,350
13	49,840	51,010	51,900	52,790	54,000	54,840	55,730	56,870	57,730	58,580	59,720
14	52,210	53,390	54,300	55,150	56,370	57,230	58,090	59,250	60,100	60,970	62,100
15	54,580	55,780	56,670	57,530	58,730	59,590	60,470	61,620	62,500	63,340	64,480
16	57,190	58,380	59,270	60,150	61,220	62,100	62,970	64,110	64,980	65,850	67,000
17	58,490	59,690	60,580	61,460	63,860	64,700	65,560	66,740	67,600	68,480	69,590

*These columns represent the salary guide for hires commencing 1988-1989 school year, and certificated staff who opted for this guide in 1987-1988.

SECRETARIAL SALARY GUIDE 1989-90 (9.75%)

LEVEL	I	II	II	III	III	IV	IV	V	V	VI	VII
	182 Day	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	12 Mo.
2	11,620	16,030	13,800	17,610	15,150	18,320	15,740	19,960	17,160	20,720	21,590
3	11,940	16,540	14,230	18,160	15,620	18,900	16,250	20,560	17,670	21,510	22,500
4	12,260	17,030	14,650	18,710	16,090	19,490	16,760	21,170	18,210	22,280	23,410
5	12,580	17,540	15,090	19,260	16,550	20,080	17,260	21,760	18,720	23,050	24,320
6	12,900	18,040	15,520	19,810	17,020	20,680	17,780	22,370	19,240	23,820	25,230
7	13,200	18,550	15,960	20,350	17,490	21,270	18,280	22,960	19,740	24,580	26,140
8	13,530	19,040	16,370	20,890	17,980	21,850	18,810	23,560	20,250	25,360	27,050
9	13,860	19,560	16,800	21,450	18,450	22,450	19,320	24,170	20,760	26,140	27,950
10	14,190	20,070	17,250	22,000	18,920	23,060	19,840	24,780	21,310	26,930	28,880
11	14,530	20,580	17,700	22,560	19,400	23,670	20,350	25,410	21,840	27,720	29,780
12	14,870	21,100	18,150	23,140	19,900	24,290	20,870	26,020	22,380	28,510	30,690
13	15,210	21,620	18,590	23,710	20,380	24,880	21,400	26,650	22,920	29,300	31,610
14		22,170	19,070	24,300	20,890	25,530	21,950	27,280	23,460	30,130	32,510
15		22,720	19,540	24,880	21,400	26,160	22,500	27,920	24,020	30,950	33,440
16		23,260	20,000	25,470	21,900	26,810	23,060	28,560	24,550	31,770	34,340
17				26,070	22,420	27,440	23,600	29,180	25,100	32,600	35,250
18				26,660	22,930	28,090	24,160	29,820	25,660	33,410	36,160
19				27,260	23,440	28,720	24,690	30,460	26,200	34,220	37,070

SECRETARIAL SALARY GUIDE 1990-91 (9.75%)

LEVEL	I 182 Day	II 12 Mo.	II 10 Mo.	III 12 Mo.	III 10 Mo.	IV 12 Mo.	IV 10 Mo.	V 12 Mo.	V 10 Mo.	VI 12 Mo.	VII 12 Mo.
3	12,750	17,590	15,150	19,330	16,630	20,110	17,270	21,910	18,830	22,740	23,700
4	13,100	18,150	15,620	19,930	17,140	20,740	17,830	22,560	19,390	23,610	24,690
5	13,460	18,690	16,080	20,530	17,660	21,390	18,390	23,230	19,990	24,450	25,690
6	13,810	19,250	16,560	21,140	18,160	22,040	18,940	23,880	20,550	25,300	26,690
7	14,160	19,800	17,030	21,740	18,680	22,700	19,510	24,550	21,120	26,140	27,690
8	14,490	20,360	17,520	22,330	19,200	23,340	20,060	25,200	21,660	26,980	28,690
9	14,850	20,900	17,970	22,930	19,730	23,980	20,640	25,860	22,220	27,830	29,690
10	15,210	21,470	18,440	23,540	20,250	24,640	21,200	26,530	22,780	28,690	30,680
11	15,570	22,030	18,930	24,150	20,760	25,310	21,770	27,200	23,390	29,560	31,700
12	15,950	22,590	19,430	24,760	21,290	25,980	22,330	27,890	23,970	30,420	32,680
13	16,320	23,160	19,920	25,400	21,840	26,660	22,900	28,560	24,560	31,290	33,680
14	16,690	23,730	20,400	26,020	22,370	27,310	23,490	29,250	25,150	32,160	34,690
15		24,330	20,930	26,670	22,930	28,020	24,090	29,940	25,750	33,070	35,680
16		24,940	21,450	27,310	23,490	28,710	24,690	30,640	26,360	33,970	36,700
17		25,530	21,950	27,950	24,040	29,420	25,310	31,340	26,940	34,870	37,690
18				28,610	24,610	30,120	25,900	32,030	27,550	35,780	38,690
19				29,260	25,170	30,830	26,520	32,730	28,160	36,670	39,690
20				29,920	25,730	31,520	27,100	33,430	28,750	37,560	40,680

SECRETARIAL SALARY GUIDE 1991-92 (9.6%)

LEVEL	I	II	II	III	III	IV	IV	V	V	VI	VII
	182 Day	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	10 Mo.	12 Mo.	12 Mo.
4	13,970	19,280	16,600	21,190	18,230	22,040	18,930	24,010	20,640	24,920	25,980
5	14,360	19,890	17,120	21,840	18,790	22,730	19,540	24,730	21,250	25,880	27,060
6	14,750	20,480	17,620	22,500	19,360	23,440	20,160	25,460	21,910	26,800	28,160
7	15,140	21,100	18,150	23,170	19,900	24,160	20,760	26,170	22,520	27,730	29,250
8	15,520	21,700	18,660	23,830	20,470	24,880	21,380	26,910	23,150	28,650	30,350
9	15,880	22,310	19,200	24,470	21,040	25,580	21,990	27,620	23,740	29,570	31,440
10	16,280	22,910	19,700	25,130	21,620	26,280	22,620	28,340	24,350	30,500	32,540
11	16,670	23,530	20,210	25,800	22,190	27,010	23,240	29,080	24,970	31,440	33,630
12	17,060	24,140	20,750	26,470	22,750	27,740	23,860	29,810	25,640	32,400	34,740
13	17,480	24,760	21,300	27,140	23,330	28,470	24,470	30,570	26,270	33,340	35,820
14	17,890	25,380	21,830	27,840	23,940	29,220	25,100	31,300	26,920	34,290	36,910
15	18,290	26,010	22,360	28,520	24,520	29,930	25,750	32,060	27,560	35,250	38,020
16		26,670	22,940	29,230	25,130	30,710	26,400	32,810	28,220	36,240	39,110
17		27,330	23,510	29,930	25,750	31,470	27,060	33,580	28,890	37,230	40,220
18		27,980	24,060	30,630	26,350	32,240	27,740	34,350	29,530	38,220	41,310
19				31,360	26,970	33,010	28,390	35,100	30,190	39,210	42,400
20				32,070	27,590	33,790	29,070	35,870	30,860	40,190	43,500
21				32,790	28,200	34,550	29,700	36,640	31,510	41,170	44,590

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