

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF MORRIS PLAINS

AND

THE MORRIS PLAINS EDUCATION ASSOCIATION

**SCHOOL YEAR 1981-82
1982-83**

LIBRARY
Institute of Management and
Labor Relations

SEP 14 1981

RUTGERS UNIVERSITY

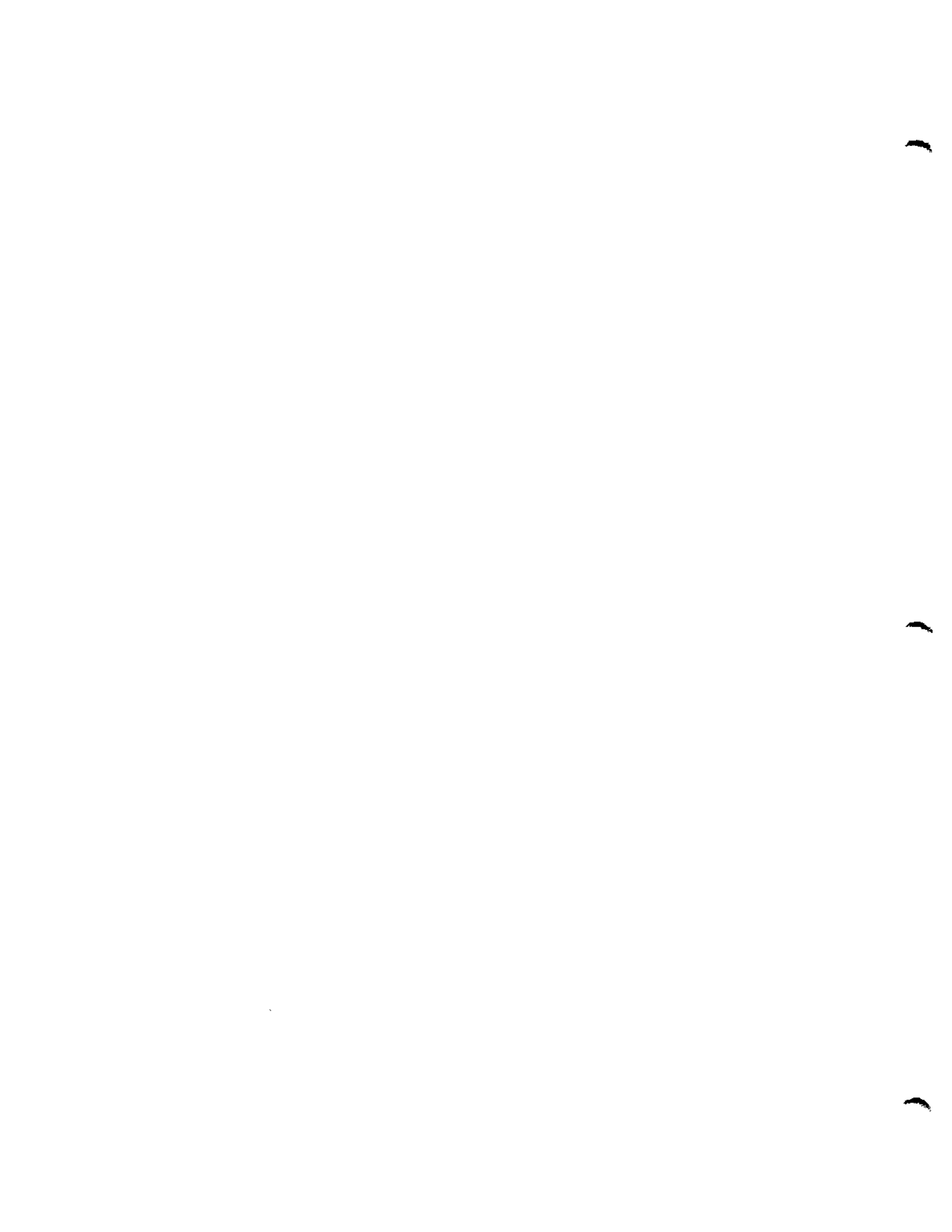


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THIS AGREEMENT entered on this day of
19 , by and between the BOARD OF EDUCATION OF THE BOROUGH OF
MORRIS PLAINS IN THE COUNTY OF MORRIS, hereinafter called the
"Board" and the MORRIS PLAINS EDUCATION ASSOCIATION, hereinafter
called the "Association"

WITNESSETH:

WHEREAS, The Board has an obligation pursuant to Chapter
123, Public Laws of 1974, to negotiate with the Association as the
duly recognized majority representative of the certified teachers
employed by the Board with respect to the terms and conditions of
employment; and

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

NOW, THEREFORE, The Board and the Association in con-
sideration of the following mutual covenants, do hereby agree as
follows:

ARTICLE I
RECOGNITION

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following certificated personnel whether under contract or leave, who are regularly employed or upon employment by the Board including: teachers, librarians, nurses, part-time teachers, and permanent substitutes hereinafter in this agreement referred to as "teachers"; but excluding adult school teachers, principals, vice-principals, psychologists or persons performing these functions.

2. Upon request, but not more than twice per year, the Association shall file adequate proof with the secretary of the Board that the Association continues to represent a majority of the said certificated teachers as their duly designated or elected collective negotiation representatives.

ARTICLE II

SUCCESSOR NEGOTIATIONS

1. The Board and the Association agree to enter into collective negotiation regarding a successor agreement and regarding salaries and compensation for the school year 1983-84 in accordance with Chapter 123, Laws of 1974 in a good faith effort to reach agreement on terms and conditions of employment. The Board and the Association further agree to enter into collective negotiation regarding salaries and compensation guides for the school year 1982-83, but not to include the structure of the index salary guide for teachers nor any other article of this agreement.

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

3. Either party shall have the right to appoint or employ necessary secretarial personnel to take notes and minutes at negotiation meetings and to issue same to representatives of both parties, with the cost to be paid by those employing the secretary.

4. The Board and the Association agree to have their representatives meet in a room provided by the Board, at the Borough School for the purpose of collective negotiations regarding salaries and compensation guides for 1982-83 and a successor agreement for the school year 1983-84 in accordance with

ARTICLE II
SUCCESSOR NEGOTIATIONS - continued

the laws of the state of New Jersey.

5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

SALARY

1. The annual salaries of teachers covered by this Agreement for the 1981-82 year are set forth in Schedule A-1, which is attached to and incorporated in this Agreement, subject, however, to the reservation of the Board the right to grant or withhold increases in salary based on recommendation of supervisory personnel, performance, and evaluation by the Board in accordance with law.

2. Any teacher covered by this Agreement shall receive his or her annual salary in 20 equal installments payable during the school year. Under request, any amount of each salary payment shall be deposited to the teacher's account with The Tri-Co Federal Credit Union, 222 Madison Ave., Morristown, N.J. 07960. The teacher shall indicate his or her preference of payment at the time of signing his or her individual contract of employment as follows:

a. No later than June 1, 1981 for teachers then employed for the 1981-82 school year.

b. No later than June 1, 1982 for teachers then employed for the 1982-83 school year.

c. For any other teacher at the time of signing his or her contract of employment.

ARTICLE III
SALARY - continued

3. The Association shall provide the Superintendent by December 1 of each year with a list of all teachers who anticipate advancing to the next higher training level on Schedule A-1 on September 1 or February 1 of the following school year. Only those teachers who are on that list shall be eligible for advancement to a higher training level on Schedule A-1, except for teachers hired after December 1 of each year.

Any teacher hired after December 1 shall be asked to identify graduate school plans at the time he or she is employed. Proof of eligibility shall be an official transcript or submission of a letter indicating successful completion of course work if transcript proof is not readily available.

4. Advancement to the next higher training level will be made on September 1 and February 1 of each school year, provided proof of eligibility as defined in paragraph 3 has been submitted to the Superintendent of Schools no later than August 15 for those teachers making the advancement on September 1, and January 15 for teachers making the advancement on February 1.

ARTICLE IV

COMPENSATION FOR COACHING ASSIGNMENTS

For each major and minor sport which is a part of the interscholastic athletic program as approved by the Board of Education, the compensation guide for coaching assignments (Schedule B-1) is attached hereto and made a part hereof.

ARTICLE V

COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES

Teachers appointed to the extra-curricular activities listed in Schedule C-1 will receive the additional compensation shown on the 1981-82 Compensation Guide for Extra-Curricular Activities for the School Year 1981-82 which is attached hereto and made a part hereof. Teachers will participate, without additional compensation, in other reasonable activities as requested by the school administration to promote an efficient school program. This participation may include, but is not confined to, such activities as participation at educational conferences of the Board, curriculum committee membership, grade level conferences, in-service workshops, supervision at school sponsored programs.

ARTICLE VI

HOSPITALIZATION - MEDICAL INSURANCE

1. The Board agrees to provide and pay for individual hospital and medical coverage for each teacher assigned regularly to work on a full time basis who wishes such insurance. Part-time employees will receive hospitalization and medical coverage only if they were receiving such coverage, paid by the Board, on June 30, 1981 or if they become eligible for the group plan selected by the Board and MPEA. The Board agrees, in addition, to pay the additional premium for hospital and medical family plan coverage. The above coverage will be provided through an insurance plan selected mutually by the Board and the MPEA and will include provision equal or in excess to those found in the New Jersey Public and School Employees Health Benefit Plan.

2. The provision shall be effective July 1, 1981 except that new enrollments shall be effective on the eligible date for membership as established by the plan selected by the Board and MPEA.

3. No insurance premium payments shall be made for any teacher after the effective date of his resignation.

ARTICLE VII

DENTAL PLAN

1. For the school year 1981-82 and 1982-83, the Board agrees to pay the full premiums for all full and part-time teachers who are eligible for a dental plan to be selected through agreement between the Board and the MPEA. This plan will include family coverage.

ARTICLE VIII

PRESCRIPTION PLAN

1. For the school years 1981-82 and 1982-83, the Board agrees to pay the full premiums for all full and part-time teachers who are eligible for a prescription plan to be selected through agreement between the Board and the MPEA. This plan will include family coverage.

ARTICLE IX

SICK LEAVE

1. Absences for personal illness shall be allowed with full pay for a total of ten school days in any school year. The unused number of such days shall be accumulated without limit, but to be used only for additional sick leave as needed in subsequent years.

2. Absences on sick leave shall be charged first to the ten days allowance for the current school year until it has been fully exhausted, and thereafter charged to the accumulated credit to the extent that such credit is available. If applied for, sick leave shall include the period of actual disability during pregnancy or a related illness.

3. In addition to the above, the Board may allow, upon individual consideration and approval, additional absences with full pay for reasons of extended illness as per NJSA 18A:30-6 and 30-7.

ARTICLE X

OTHER AUTHORIZED ABSENCES

1. Absences, due to the death of the teacher's mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, child or any other relative who is a member of the immediate family and which necessitate direct involvement in funeral arrangements or attendance at services, shall be allowed with full pay from the day of death to the day of the funeral, or end of mourning period, inclusive, but shall not exceed three school days.

2. Absences due to death of other members of the teacher's family may be allowed with full pay for up to one day for the day of the funeral.

3. Absences to attend conferences, meetings of an educational nature, or for school visitations may be allowed with full pay after prior approval.

4. Absences for reasons of personal business may be allowed for up to five school days in any school year. Unused days in this category will not accumulate from one school year to the next. Absences in excess of five school days for reasons of personal business may be allowed with 1/200 of the teacher's contractual salary deducted for each day of absence.

5. Absences for reasons of illness of the teacher's husband, wife, or minor child may be allowed for up to three school days in any school year. Unused days in this category will not accumulate from one school year to the next. Absences in excess of three school days for reasons of family illness may be allowed with 1/200 of the teacher's contractual salary deducted for each day of absence.

ARTICLE X
OTHER AUTHORIZED ABSENCES - continued

6. Absences from school by reason of a subpoena shall be allowed with pay, provided that the subpoena is filed with the Superintendent's office.

7. The absence and compensation referred to in Paragraphs 3, 4 and 5 of this Article shall be allowed only by the Board or its duly authorized agent upon request prior to such absence.

8. Maternity leave and child care leave, or extension of same, will be granted without pay or other benefits by the Board after application in writing. The duration and timing of said leave shall be by mutual agreement between the Board and the employee.

9. Any teacher adopting an infant child shall receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adaption period.

10. Leaves of absence, or extension of same, may be granted without pay or other benefits by the Board for good reason after application in writing.

11. No teacher on leave shall be denied the opportunity to substitute in the Morris Plains school district in the area of his or her certification and competence.

ARTICLE XI

PROFESSIONAL ADVANCEMENT

1. In order to encourage excellence and professional competence among its professional staff, the Board will reimburse any professional staff member for courses after approval by the Superintendent of Schools, subject to the following conditions:

a. A maximum of 9 credits during each contract year (July 1 - June 30) will be approved for reimbursement for each eligible teacher.

b. Only those courses directly applicable to the teacher's job assignment at the time of application will be considered for reimbursement.

c. A grade of "B" or better must be earned by the teacher in any course to be considered for reimbursement.

d. Courses required for state certification will not be eligible for reimbursement.

e. Summer courses shall be reimbursable only if the teacher returns to work in the Morris Plains School District in the school year following such college attendance.

f. All other courses are reimbursable if the applicant is a teacher at the time of completion of the course.

g. Reimbursement for tuition charge is based on the cost per credit at any New Jersey State College (William Paterson College, Montclair State College, etc.) and shall be as follows:

ARTICLE XI
PROFESSIONAL ADVANCEMENT - continued

1) 100% for all credits earned at any New Jersey State College.

2) Up to 100% for credits earned at institutions other than New Jersey State Colleges but not to exceed 2 times the cost per credit charged at New Jersey State Colleges.

h. The teacher shall attempt to make application for course approval prior to the inception of the course, and must have notified the Superintendent of his or her intent to seek reimbursement immediately upon registration for the course.

i. This provision shall be effective for eligible new teachers on the date their employment begins and for all other eligible teachers it shall be effective July 1, 1977.

2. The Board may, upon recommendation of the Superintendent of Schools, offer in-service courses to the teaching staff subject to the following conditions:

a. No more than two in-service courses will be offered in any one school year.

b. All courses will be held in the Morris Plains School system after school hours.

c. A sufficient number of teachers must apply before final determination is made regarding whether a course will be scheduled.

ARTICLE XI
PROFESSIONAL ADVANCEMENT - continued

d. Credit will be offered upon satisfactory completion of each course to be applied to the salary guide contained in Article III of this agreement. College extension credits will not apply.

e. The number of credits shall be recommended by the Superintendent of Schools and approved by the Board in accordance with the following:

- 1) Up to fifteen hours - One equivalent credit
- 2) Fifteen to thirty class hours - Two equivalent credits.

f. Enrollment by any teacher in an in-service course does not constitute a limitation on paragraph 1 of this Article.

ARTICLE XII

TEACHER-BOARD RELATIONS

1. It is hereby agreed between the parties that teachers are engaged in professional employment, that teachers expect to and do perform a service and that therefore:

a. Classroom duties during school hours do not constitute all their professional duties or responsibilities.

b. In order to communicate with the Administration on areas of concern to the teachers, a Teacher Administration Liaison Committee shall be created.

Association appointed representatives shall meet with the Superintendent and/or his designees at least once a month during the school year outside of class hours to review, discuss and advise on matters which shall include, but not necessarily be limited to the following: teacher evaluation, curriculum, textbooks, school calendar, assignments and duties of teachers, and administrative procedures. The first meeting shall be no later than the second week of September.

This committee shall, in no way, be construed as to be a grievance committee or to have any jurisdiction in the processing of teacher grievances.

c. A reasonable effort will be made by the Administration to eliminate non-professional, non-teaching duties for a teacher, it being recognized, however, that during emergencies any duties which are necessary for the good of the educational program will have to be carried out by the teacher.

ARTICLE XIII

ASSOCIATION RIGHTS AND PRIVILEGES

1. Information - The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certificated teachers, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

2. Exclusive Rights - The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the teachers, and to no other organization.

ARTICLE XIV
GRIEVANCE PROCEDURE

1. The Board and the Association recognize that misunderstandings and disagreements may arise with respect to interpretation and application of rules, regulations and policies of the Morris Plains Public Schools, duties and responsibilities of teachers and the provisions of the Morris Plains Board of Education-Morris Plains Education Association Agreement and, therefore, the Board and the Association agree and hereby adopt the following grievance procedure.

2. Definitions:

a. The term "grievance" means a complaint by any teacher, as defined in Article I, Paragraph 1, that, as to him or her, there has been an inequitable, improper, or unjust application, interpretation or violation of the written agreement, policies, administrative decisions, statutes or regulations which affect terms and conditions of employment.

1) The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

(a) The failure or refusal of the Board to renew a contract of a non-tenure teacher.

(b) In matters where the Board is without authority to act.

(c) In matters involving the sole and unlimited discretion of the Board.

ARTICLE XIV
GRIEVANCE PROCEDURE - continued

2) The term "immediate" superior shall mean the person to whom the aggrieved teacher is directly responsible under the Table of Organization prevailing in this school district.

3) The term "party" means an aggrieved teacher, his or her immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the administration or Board, in connection with the procedure herein established.

3. If any teacher subject to this agreement shall be aggrieved by such misunderstanding or disagreement, he or she shall be deemed to have a grievance which shall be resolved as herein set forth.

4. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any member of the Morris Plains Education Association or any other participant in the grievance procedure by reason of such participation.

5. Any teacher may discuss any matter informally with any appropriate member of the school administration. An aggrieved teacher may present his written grievance and process it through the various steps of the grievance procedure by himself or herself, or, at his or her option, through a representative selected by him or her. Where an aggrieved teacher is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure.

ARTICLE XIV
GRIEVANCE PROCEDURE - continued

6. In the event that a grievance is not resolved informally as suggested by Paragraph 5, the following procedure will pertain:

Step 1 - The aggrieved teacher may present his or her grievance within twenty (20) school days of the aggrieved incident in writing to his or her immediate supervisor who shall render his or her decision in writing to the teacher within five (5) school days after the receipt of the grievance.

Step 2 - In the event that the grievance is not resolved at Step 1, the aggrieved teacher may within five (5) school days after receipt of such written decision, submit to the Superintendent of Schools a written request for review of the grievance. The Superintendent shall meet with the aggrieved teacher and his or her representative, if any, and a representative of the Association, if any, within five (5) school days after receipt of such written request. The Superintendent shall at such meeting seek to secure all information pertinent to the grievance and shall render his decision in writing to the teacher no later than ten (10) school days after such meeting.

Step 3 - In the event that the grievance is not resolved at Step 2, the aggrieved teacher may, within five (5) school days after receipt of such written decision, submit to the President of the Board a written request for review of the decision of Step 2. The Board shall within thirty

ARTICLE XIV
GRIEVANCE PROCEDURE - continued

(30) days after receipt of such written request, hold a hearing and issue a written decision although at the option of the Board such hearing may be held by a committee of Board members. The hearing shall be attended only by the aggrieved teacher, his or her representative, if any, representatives of the Association, if any, members of the administration of the school system who were involved at the previous steps of the grievance proceeding, the Board Secretary and the Board Counsel and such persons as may be called by the aggrieved teacher or by the Board and the school administration to present information pertinent to the grievances. Either the aggrieved teacher or the Board may cause a neutral party to take a stenographic record of said meeting with copies to both parties at the expense of the party requesting it.

7. Time limits - Because it is important that grievances be processed promptly, the time periods provided for in the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement. The Board and the Association shall make every effort to expedite the resolution of any grievance pending at or near the end of a school year where the failure to resolve such grievance prior to the end of the school year may adversely affect the aggrieved teacher.

ARTICLE XIV
GRIEVANCE PROCEDURE - continued

8. Group Grievance - Any grievance which is common among a group or class of aggrieved teachers may be presented in writing by a representative selected by them, to the next level of authority at Step 2 without first having been processed through the previous steps of the grievance procedure. Such group grievance shall be processed at Step 2 and thereafter in accordance with the procedures set forth above.

9. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.

ARTICLE XV
MISCELLANEOUS

1. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers 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.

2. Any individual contract between the Board and the individual teacher, heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement and to the appropriate laws, shall be subject to the provisions of Title 18A of the New Jersey Statutes, and the rules and regulations of the State Department of Education, and any other appropriate governmental authority. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

3. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

4. Copies of this Agreement shall be prepared at the joint expense of the Board and the Association within thirty (30) days after the Agreement has been signed and presented to all persons

ARTICLE XV
MISCELLANEOUS - continued

subject to this Agreement presently employed or hereafter employed.

5. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to any of the provisions of this Agreement, either party shall do so by telegram or certified mail to the following addresses: If by the Association to the Secretary of the Board at the Morris Plains Borough School, Speedwell Avenue, Morris Plains, New Jersey 07950. If by the Board to the President of the Association at his or her assigned school.

6. Nothing contained herein shall be construed to prevent the normal exchange of ideas, suggestions, and attitudes to foster the providing of quality education for the youth of the Morris Plains School District.

7. No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. This provision shall apply to terms and conditions of employment mentioned elsewhere in this Agreement.

8. Whenever any teacher is required to appear before the Board or any appointed committee of the Board concerning any matter which could adversely affect the continuation of that teacher in his or her office, position or employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present for advice. Any suspension of a teacher shall be with pay

ARTICLE XV
MISCELLANEOUS - continued

until charges are filed by the Board.

9. All teachers shall be given written notice of their tentative assignments for each school year regarding class, subject, building, and room assignments no later than the preceding June 1st, or the date of hiring whichever is later. Such assignments are subject to individual changes. The teachers affected by such change shall be notified promptly and in writing.

10. Teachers are required to remain after the regular student dismissal time, without additional compensation, for the purpose of attending faculty or other professional meetings as determined and scheduled by the Building Administration. Participation in other meetings shall be on a voluntary basis. A reasonable effort shall be made to end these meetings not later than 4:30 p.m.

11. Teachers are required to be available for the purpose of holding parent conferences at a time mutually agreed to by the parent and teacher.

12. The Board or its designee shall make a reasonable effort to advise its certificated teachers of vacancies and newly created positions for which certification is one of the requirements, and shall furthermore fairly consider applications by any of its certificated teachers for such vacancies and positions.

13. Teachers employed for curriculum study and revision or in any similar professional capacity for any segment of the period from July 1 to August 31 will be paid at the rate of 1/200 of their July 1 contractual salary for each seven hour day they are employed.

ARTICLE XV
MISCELLANEOUS - continued

14. In the event that a non-tenure teacher is not retained, he shall have the right to fully review and discuss the matter with the Superintendent, and shall be entitled to have representative(s) of the Association present.

15. In the event that any tenured member of the Association is not to be reemployed in the following year(s), the Board will notify the appropriate personnel not later than April 30 of the year preceding the school year that such action is to take effect.

16. Any tenured member of the Association who is not to be reemployed due to a reduction in force shall:

a) Be given no more than four school days off, at full pay, for the sole purpose of seeking employment elsewhere.

b) Receive 30 days termination pay within 15 days after the end of the contract year in which notice of nonreemployment was given.

c) Be offered the opportunity to have hospitalization and medical coverage, as provided in Article VI of this agreement, converted to an individual plan and the Board will pay 50% of such coverage for one year from the date of termination. Such coverage shall not exceed that which was in existence during the contract year in which notice of nonreemployment was given and shall be discontinued when a member is eligible to be covered by another employer's plan.

ARTICLE XV
MISCELLANEOUS - continued

d) Be given full credit for all sick leave that had been accumulated prior to termination if they are reemployed by the Morris Plains Board of Education within one year of termination.

e) If reemployed by the Morris Plains Board of Education within one year of termination be placed on the salary guide in the same column and step at which they would have been if they had not been terminated.

f) Be given preference for substituting, remedial, and home instruction within the district for one year.

g) Be offered the opportunity to have the non-contributory life insurance plan converted to an individual plan and of the same amount that existed at the time of termination and the Board will pay the full premium for one year.

ARTICLE XVI
REPRESENTATION FEE

A. Purpose of Fee

If a teacher does not become a member of the Association during any membership year, from September 1 to the following August 31, which is covered in whole or in part by this agreement, said teacher will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the teacher's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification: Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum: In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of change.

ARTICLE XVI
REPRESENTATION FEE - continued

C. Deduction and Transmission of Fee

1. Notification: Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those teachers who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such teachers, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each teacher on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) 10 days after receipt of the aforesaid list by the Board; or (b) 30 days after the teacher begins his or her employment in a bargaining unit position, unless the teacher previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which case the deductions will begin with the first paycheck paid 10 days after the resumption of the teacher's employment in a bargaining unit position, whichever is later.
3. Termination of Employment: If a teacher who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this article, the

ARTICLE XVI
REPRESENTATION FEE - continued

Board will deduct the unpaid portion of the fee from the last pay check paid to said teacher during the membership year in question.

4. Mechanics: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes: The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees: On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

C. Indemnification of the Board

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this article.

ARTICLE XVII

DURATION OF AGREEMENT

With the exception of Article XVI, this agreement shall be effective as of July 1, 1981, or the date on which it is executed, whichever shall last occur, and shall continue in effect until June 30, 1982 for salaries and compensation guides and until June 30, 1983 for the structure of the index salary guide for teachers and all other articles in this agreement. Article XVI shall be effective as of September 1 following the effective date of the total agreement and shall continue in effect through June 30, 1983.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, the day and year first above written.

ATTEST:

THE BOARD OF EDUCATION OF THE
BOROUGH OF MORRIS PLAINS IN THE
COUNTY OF MORRIS

BY:

Secretary

President

ATTEST:

THE MORRIS PLAINS EDUCATION
ASSOCIATION

BY:

Secretary

President

SCHEDULE A-1
1981-82 SALARY GUIDE FOR TEACHERS

	<u>I</u> <u>ND</u>	<u>II</u> <u>BA</u>	<u>III</u> <u>BA 15</u>	<u>IV</u> <u>BA 30</u> <u>MA</u>	<u>V</u> <u>MA 15</u>	<u>VI</u> <u>MA 30</u>
1	\$11,365	\$12,365	\$13,105	\$13,845	\$14,340	\$14,835
2	11,775	12,815	13,585	14,350	14,865	15,380
3	12,205	13,285	14,080	14,875	15,405	15,940
4	12,650	13,770	14,590	15,415	15,970	16,520
5	13,115	14,270	15,125	15,980	16,550	17,125
6	13,595	14,790	15,680	16,565	17,155	17,750
7	14,090	15,330	16,250	17,170	17,780	18,395
8	14,605	15,890	16,845	17,795	18,430	19,070
9	15,135	16,470	17,455	18,445	19,105	19,765
10	15,690	17,075	18,095	19,117	19,800	20,485
11	16,265	17,695	18,755	19,815	20,525	21,235
12	16,855	18,340	19,440	20,540	21,275	22,005
13	17,470	19,010	20,150	21,290	22,050	22,810
14	18,110	19,705	20,885	22,065	22,855	23,645
15	18,770	20,425	21,645	22,870	23,690	24,505
16	19,455	21,170	22,440	23,706	24,550	25,400
17	20,165	21,955	23,255	24,570	25,450	26,330

Column I - Non-degree Teachers

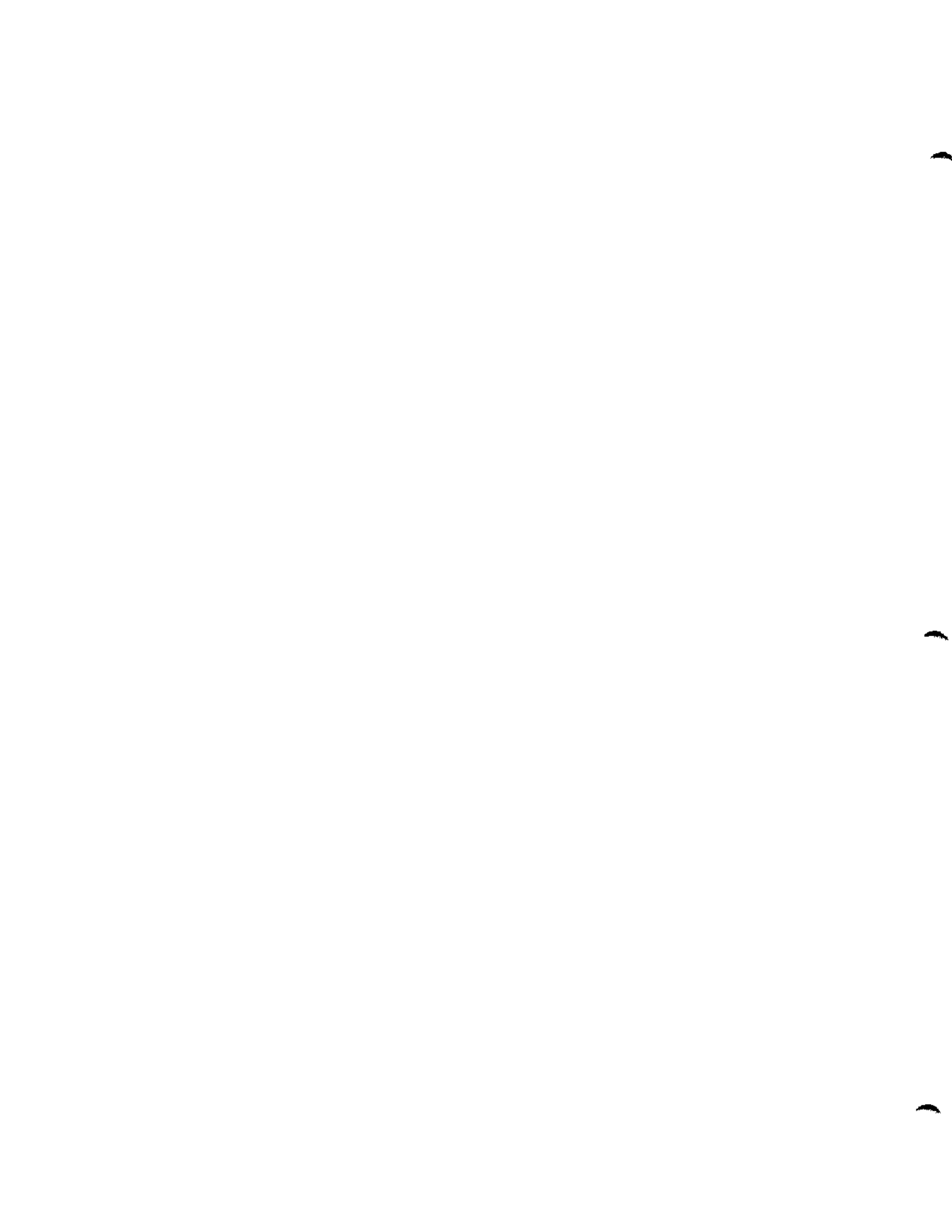
Column II - Bachelor Degree

Column III - Earned Bachelor Degree plus at least fifteen (15) additional approved college credits.

Column IV - Master Degree or a Bachelor Degree plus thirty (30) additional approved college credits, fifteen (15) of which must be at the graduate level.

Column V - Earned Master Degree plus at least fifteen (15) approved college credits, six (6) of which must be at the graduate level.

Column VI - Earned Master Degree plus at least thirty (30) approved college credits, fifteen (15) of which must be at the graduate level.



SCHEDULE A-2

1981-83 INDEX GUIDE FOR TEACHERS

	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>
1	0.919	1.000	1.0599	1.1198	1.1598	1.1999
2	0.9525	1.0365	1.0986	1.1607	1.2021	1.2437
3	0.9873	1.0743	1.1387	1.2030	1.2460	1.2891
4	1.0233	1.1135	1.1802	1.2469	1.2915	1.3361
5	1.0607	1.1542	1.2233	1.2925	1.3386	1.3849
6	1.0994	1.1963	1.2680	1.3396	1.3875	1.4355
7	1.1395	1.2399	1.3143	1.3885	1.4381	1.4879
8	1.1811	1.2852	1.3622	1.4392	1.4906	1.5422
9	1.2242	1.3322	1.4119	1.4917	1.5450	1.5985
10	1.2689	1.3808	1.4635	1.5462	1.6014	1.6568
11	1.3153	1.4312	1.5169	1.6026	1.6599	1.7173
12	1.3633	1.4834	1.5723	1.6611	1.7205	1.7799
13	1.4130	1.5376	1.6297	1.7218	1.7833	1.8449
14	1.4646	1.5937	1.6891	1.7846	1.8483	1.9123
15	1.5180	1.6518	1.7508	1.8497	1.9158	1.9821
16	1.5735	1.7121	1.8147	1.9173	1.9857	2.0544
17	1.6309	1.7756	1.8809	1.9872	2.0582	2.1294

SCHEDULE A-2 CONTINUED

Notes:

1. All teachers who were at a "maximum" step on the 1980-81 Salary Guide for Teachers shall be placed "off guide" in 1981-82 and shall receive a 9.06% increase over their 1980-81 salary in 1981-82.
2. All teachers who were at a step other than "maximum" on the 1980-81 guide shall be first placed at the index step on the 1981-83 index guide that is nearest to their 1980-81 index, unless they are within 3/4 of the interval closer to the higher index, in which case they will be placed at the higher index. They will then be moved one step up to determine their 1981-82 salary.
3. In 1982-83, all teachers will be moved up one step on the guide unless they were at step #17 or off guide in 1981-82. For 1982-83, teachers previously at step #17 or "off guide" will be considered "off guide" and will receive a percentage increase that is 1% less than "on guide" teachers receive in 1982-83.
4. All placements of individual teachers are subject to the provisions of Article III, paragraph 1.
5. In 1982-83, Schedule A will be constructed by utilizing this index guide and determining a revised base as per the following formula:
$$\left\{ \left[(\# \text{ of teachers off guide}) \times 1\% (\text{total } \# \text{ of teachers}) \right] + \right. \\ \left. (12,365 \text{ increased by percent of package increase}) \right\} \div 1.0365 = \text{New Base}$$
6. All calculations for Schedule A in 1982-83 shall be made on the basis of teachers employed as of March 1, 1982.

SCHEDULE B

1981-82 COMPENSATION GUIDE FOR COACHING

<u>Yrs. Exp. In Particular Sport</u>	<u>Head Coach Major Sport</u>	<u>Head Coach, Minor Sport or Assistant Coach</u>
0	\$ 530	\$ 400
1	635	505
2	735	565
3	820	650
4	930	730

SCHEDULE C

1981-82 COMPENSATION GUIDE FOR EXTRA CURRICULAR ACTIVITIES

Art Club Advisor	\$ 440
Dramatics Club Advisor	440
Newspaper Advisor	565
Safety Patrol Advisor	440
Student Council Advisor	750
Yearbook Advisor	565
Photography Club Advisor	565

