AGREEMENTS

# BETWEEN

# BOARD OF EDUCATION

OF

# THE MORRIS SCHOOL DISTRICT

AND

THE EDUCATION ASSOCIATION OF MORRIS

# FOR THE YEARS

JULY 1, 2005 THROUGH JUNE 30, 2008

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# T.E.A.M.

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The Education Association of Morris

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#### PART 1 -- GENERAL

#### ARTICLE 1

## AGREEMENT

THIS AGREEMENT is 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 the Association, in consideration of the following mutual covenants, do hereby agree as follows:

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# ARTICLE 2

#### RECOGNITION

- Α. The Morris Board hereby recognizes the Association as the majority representative for collective negotiations for the 2005-2006, 2006-2007, and 2007-2008 school years, concerning the terms and conditions of employment of all full and part-time certified personnel, custodial, maintenance, security, food service, transportation employees, summer bus drivers, radio/TV technician, teacher assistants, secretaries and clerical employees, athletic trainer, computer media specialist, media specialist, media center technical assistant, data processing specialist, student healthcare specialist, computer/AV technician, computer/AV repair assistant, courier, occupational therapist, Adult School manager, Assistant Behavioral Specialist, K-12 Coordinator(s), Career Vocational Counselor and rotating substitutes.
- в. Personnel not represented by the Association are: Superintendent of Schools, Assistant Superintendent for Business/Board Secretary, Assistant Superintendent of Schools, School Business Administrator/Board Secretary, Assistant Business Administrator/Assistant Board Secretary, Assistant Supervisor of Curriculum & Instruction, Treasurer of School Money, Directors, Assistant Directors, Principals, Vice Principals, Assistant Principals, Department Chairpersons and other Certificated Supervisors; Supervisor of Building and Grounds, Assistant to the Supervisor of Buildings and Grounds, Supervisor of Transportation, Dispatcher, Assistant

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Dispatcher, Network E-Mail Administrator, Supervisor of Food Services, Supervisor of Administrative Computing, Cook Managers, Building Custodial Forepersons, Administrative Assistant to the Superintendent, Secretary to the Assistant Superintendent for Business/Board Secretary, Secretary to the Assistant Superintendent of Schools, Secretary to the Assistant Superintendent for Curriculum & Instruction, Secretaries to the Director of Human Resources, Payroll/Benefits Supervisor, Business Services Supervisor, Community Relations Specialist, Attendance Officer, confidential secretaries, probationary employees, employees not receiving a contract, including summer employees except those in the Recognition Clause, 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

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#### NEGOTIATIONS

- The Morris Board and the Association agree Α. 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 the Association agree that their respective representatives of these collective negotiation meetings shall have an obligation and duty to:
  - Identify the problems concerning the terms and conditions of employment insofar as employees are concerned;
  - Gather facts that contribute to a complete understanding of these problems;
  - Exchange and discuss proposals for the solution of such problems;

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- 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;
- Consider proposed amendments and 6. supplements to the individual grievance procedure established by the Board;
- 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 Association reserve final authority to ratify or reject any tentative Agreement reached by the negotiation committees.
- Ε. For purposes of future negotiations, the scattergrams and base figures shall be calculated as of October 15 of the last year of the contract prior to commencement of negotiations.

## ARTICLE 4

#### GRIEVANCE PROCEDURE

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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. 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 employment. Such claim must be filed within 30 days of the alleged incident.
  - 2 "Employee" shall mean 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

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- 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.

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- 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 for 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. Matters where a specific method of review is prescribed by statute, or by any rule or regulation of the State Commissioner of Education or State Board of Education, including, but not by way of limitation, the right to a review and a hearing under the Tenured Employee 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. Matters where the Board is without authority to act.
  - 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.

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- f. Fulfillment of vacancies occurring in offices, positions, or employments with the Board.
- g. 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.
- 6. Past Practice Clause: Unless specifically provided in this contract, all terms and conditions of employment in effect prior to the effective date of this agreement shall remain in full force and effect and shall not be eliminated or reduced unless they fail to meet the following criteria:
  - 1. Clarity: the existence of the practice can be proven
  - 2. Longevity: the practice must be long-standing
  - Consistency: the same circumstances occur regularly, not randomly
  - 4. Repetition: occurs frequently
  - 5. Mutuality and acceptability: both parties know and accept the practice
- D.1. 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

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policies not set forth in full above but adopted by reference), and provided the grievance does not involve any matter described in Section C.5 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.

2. 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. <u>General Provisions</u>

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

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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.
- All meetings and hearings under this procedure shall be conducted in private.
- 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 the aggrieved and school officials shall be transmitted to the

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Association President at the request of the aggrieved party.

- 11. Failure of the grievant(s) to appeal to the next level 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.

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## 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. ten (10) 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 workers' compensation law. Any amount of salary so paid to the employee shall be reduced by the amount of any workers' compensation award made for temporary disability (N.J.S.A. 18A:30-2.1).

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- 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 illness 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 a personal leave of absence with pay for not more than a total of six (6) days in each school year. Any unused personal days, up to a maximum of five (5), 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:
  - a. Severe illness of a spouse, ancestor, spouse's ancestor, descendant, spouse's descendant, or any relative living in the household.
  - b. Marriage of the employee or a member of the immediate family.
  - c. Such personal leave may also be granted for other compelling just cause.

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- An employee shall be entitled to take one (1) personal day without giving any reason to his or her supervisor.
- 3. Notification of taking Personal Leave
  - a. Notification does not constitute a request for permission.
  - b. Where the employee can give prior notice of personal leave, the employee shall notify his or her supervisor as far in advance as possible.
  - c. Where the employee must take emergency personal leave for which the employee cannot give prior notice, the employee shall use the same procedure as reporting absence because of illness.
- 4. Personal leave shall not be taken to extend vacation.
- 5. Unused personal days will be converted to unused sick days at the end of each school year in the following manner: Up to 5 unused personal days may be combined with up to 10 unused sick days to a maximum of 15 days accumulated per year.

D. Death in the Family

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In addition to personal leave, an employee is entitled to leave of absence with pay for the following reasons:

- 1. In the case of a death in the immediate family of an employee or the spouse of an employee, the employee shall be allowed up to three (3) school days for each occurrence. Immediate family is defined as: father, mother, guardians, wife, husband, child, sister, brother, grandparents, grandchildren, or anyone else living in the employee's household. An additional five days may be granted with permission of the immediate supervisor for good cause.
- In the case of the death of other family members, an absence of two (2) days shall be allowed without loss of pay.
- E. Professional Leave

An employee may be granted leave of absence with pay to attend a meeting or convention, or to 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.

 Any teacher who has completed seven or more years of continuous, fulltime service in the Morris School

District may, upon recommendation of the Superintendent, be granted leave

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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 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

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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,

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and only then upon conditions prescribed by it.

- Teachers on such leave shall provide 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 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 a 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 a leave of absence without pay following the disability period related to the pregnancy, which leave shall commence immediately following the disability period and shall end on June 30 of the school year in which the leave related to the pregnancy begins.
- 2. A request for maternity leave shall be made in writing to the Superintendent at least 60 calendar days prior to the date that the leave is to become effective, and shall

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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.
- H. Childrearing Leave

In addition to leave under Section G above, an employee shall be entitled to a leave without pay for childrearing as follows:

- The childrearing leave shall commence immediately following the leave provided under Section G above or, in the case of adoption, at a time as close to the arrival of the child as is possible.
- 2. The total duration of a leave without pay under Section G and H combined shall be no more than twenty-four (24) calendar months. If the twenty-four (24) month period ends in July or August, the employee shall return to work on the first scheduled work day in September.
- 3. The childrearing leave shall terminate on August 31 or at the end of the first semester of the school year.
- 4. The employee shall indicate the planned date for return to work at the time of application for the leave. Changes to the planned date of return can be made by the employee, subject to the provisions of subparagraphs H.2. and H.5.
- 5. Application for a childcare leave under Section H, or for a modification in the date for return to work, shall be made

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not less than forty (40) school days prior to the commencement of the leave or the original planned date of return to work. Exceptions to this forty (40) school days notice requirement may be granted due to emergent circumstance for good cause shown and at the sole discretion of the administration.

- Leave under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act shall run concurrent with leave granted under Section G or H of this Article.
- 7. In no event shall childcare leave under this section be granted to a non tenured teacher, except as such rights exist under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act.
- I. Other Leaves of Absence

Other leaves of absence may be granted with or without pay if the same is authorized or validated by the Board.

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# ARTICLE 6

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# SITE BASED MANAGEMENT

Teachers may participate in a site based management program if one is established by the Board. Such participation shall be on a voluntary basis and without additional compensation.

## ARTICLE 7

## ASSOCIATION PRIVILEGES, RESPONSIBILITIES AND 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

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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 a description to be mutually agreed upon. The Association shall be allowed to install a telephone in said 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, s/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 or the performance by employees of duties in regard thereto.

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#### 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 negotiating team to conduct Association business. The Association President shall also have a duty free schedule, when possible, and be scheduled for a prep period at the end of the school day to permit a smoother transition to association meetings.

## 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. <u>Teacher Rights and Protection in</u> 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 seg. 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 or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or the institution of any

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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. This shall not include bus drivers who are hired to work during July and/or August.
- L. The Board shall notify the Association on a monthly basis of the following:
  - 1. New hires including name, position, salary, and assignment location.
  - 2. Transfers, including names, position, and location.

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## 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 in effect on December 31, 2004.
- B. 1. For employees hired with an effective date prior to July 1, 2005, the Board shall pay 100% of the cost of the plan selected by the employee. For employees hired on July 1, 2005 or after, this section shall apply only after three years of employment.
  - 2. For employees hired effective July 1, 2005 or after, the Board shall pay 100% of the cost of the Direct Access or equivalent plan for the first three years of employment. During this period, if the employee selects a plan other than the Direct Access or equivalent plan, he/she shall pay through payroll deductions any difference in cost between that plan and the Direct Access or equivalent plan. Following three years of employment, the Board shall pay 100% of the cost of the plan selected by the employee as provided by Section B.1 above.
- C. All employees who are eligible to select medical insurance coverage as outlined in the contract may choose to waive this coverage for a calendar year (January 1-December 31). All applications for this waiver must be submitted with proof of alternate coverage. They shall receive an annual stipend as outlined below:

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If eligible for family coverage, 33% of Direct Access premium. If eligible for Husband/Wife, 33% of Direct Access premium. If eligible for Parent/Child(ren), 33% of Direct Access premium. If eligible for Single, 33% of Direct Access premium.

The premium rates will be those in effect on January 1<sup>st</sup> of each year in which the 'opt-out' occurs.

Notification of the insurance waiver by the employee to the School Business Administrator must be made no less than 30 days prior to the waiver period, and must be restated each year. This notification requirement shall begin July 1, 2005 for the initial period ending December 31, 2005. After July 1, 2005, notification must be made no less than 30 days prior to the 1<sup>st</sup> of the month of the employee's requested opt-out date. The cash option shall be prorated for this period.

Thereafter, the waiver period is for a full calendar year effective January 1 of each year.

This stipend, which is taxable but not pensionable, will be paid in two equal installments. Each installment shall be paid at the conclusion of each six month period: June 25 and January 10.

Re-enrollment may occur unconditionally during the open enrollment period to be effective January 1. An employee can reenroll in the health plan immediately if he/she submits proof of a life status change (e.g., unemployment, death or disability of a spouse; divorce or legal separation; activation to full-time

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military status; or a material change in the status of the spouse's insurance coverage.)

For 12-month employees hired after July 1 and for 10-month employees hired after September 1, waivers will be pro-rated in the first year of employment.

- D. The Board shall request the carrier to provide each employee with a description of the health care insurance coverage provided under this Article.
- E. Dental Coverage
  - 1. The dental plan will continue in effect and will maintain the same level of benefits currently provided except that the \$1000 maximum shall increase to \$1200.
  - 2. The plan shall incorporate a total annual deductible of \$25/\$50 applicable to all expenses. The employee shall meet the \$25 deductible. Eligible dependents shall jointly meet the remaining \$25 deductible to satisfy the total annual deductible of \$25/\$50.
  - 3. Employee contributions will be calculated as follows: Employees who select single coverage will pay the full cost of the premium up to the cap. Employees who opt for 2-party or full family coverage will pay the cost of dependent coverage up to the cap; the Board will pay the cost for the employee. Annual employee contributions shall be capped as follows:

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	Delta Dental	Deltacare HMO
Single:	405.60	224.64
2-Party:	416.28	204.24
Family:	993.72	523.20

- 4. Non-certified staff shall not contribute to the premiums, nor shall any certificated staff not paid on the teachers' salary guides. The Board will pay 100% of the premium cost for these employees and their dependents.
- F. Employees shall be entitled to a physical examination once every other year at a cost to the Board not to exceed \$150.00 after payment by the medical insurance coverages provided above.
- G. 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.

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# ARTICLE 9

#### COMPENSATORY PAY AT RETIREMENT

- A. Compensatory Pay
  - 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 1999-2000 school year, the entitlement for 10-month employees shall receive ten (10) sick days per year, less sick days used, plus up to three (3) unused personal days for a maximum of up to thirteen (13) days per year to be applied toward their retirement bank. All 11-month and 12-month employees shall receive fifteen (15) days (ten (10) sick days and five (5) unused personal days) per year, less sick days used, which may be applied toward their retirement bank.
    - b. For all employees who accrued sick days between July 1, 1989 and June 30, 1999, the entitlement for ten-month employees shall be thirteen (13) sick days per year, less sick days used. All eleven and twelve-month employees shall receive fifteen (15) days (thirteen sick days and two unused personal days) per year, less sick days used, which may be applied toward their retirement bank.
    - c. All employees who accrued sick days prior to 1989-90 in the district shall receive for each prior year of service

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one (1) day if a ten-month employee, or one and one-half (1-1/2) days per year if an eleven or twelve-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.

- 3. a. PUSL (Payment for Unused Sick Leave) will be capped at either \$7500 or the amount accumulated as of June 30, 1999, whichever is higher. Employees who retire effective June 30<sup>th</sup> of a given calendar year shall have the option to spread any PUSL payment over the current and next calendar year in any proportion. Retirement at any other time will have PUSL paid in the school year in which the retirement takes effect.
  - b. By "effective date of retirement", the parties mean the first day of the month following the last day on which the employee is on the payroll of the Morris School District. For employees retiring at the end of a school year, the effective date of retirement will be the July 1st immediately following that school year.
  - c. Notwithstanding all of the above, employees who lose their employment in the district because of subcontracting shall be eligible for payment for unused sick leave, subject to the maximum payments outlined above, but without regard to whether or not they are retiring under T.P.A.F. or P.E.R.S.

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d. If the New Jersey State Law allows for payment for unused sick leave to be placed in a tax sheltered account for retirees, the District shall establish such an account.

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## 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.

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#### DEDUCTIONS FROM PAY

A. Representation Fee

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.A. 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.

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- 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.
- C. The Board will bear the cost to establish and maintain a Section 125 Flexible Spending Account. The Board and the Association will jointly develop the guidelines that will govern the way in which the plan is administered.

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#### MISCELLANEOUS PROVISIONS

A. Printing Agreement

The Board agrees to pay one-fourth (1/4) 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 twelvemonth 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.

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# D. <u>Call-In System for Non-Certified Employees</u>

The parties agree to establish a committee to work towards the implementation of a tape call-in system for non-certified employees.

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## 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.

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### 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
  - Withholding of increment where taken for disciplinary reasons rather than educational proficiency reasons
  - Termination and/or non-renewal of non-certificated staff who is not tenured, where permitted by law.

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. Administration of discipline shall be discussed jointly in confidence and not in the presence of students, parents, or others outside the school system.

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#### EMPLOYEE RIGHTS

- Α.
  - 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 he/she has had the opportunity to review such material by offering his/her 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.

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### PART II - CERTIFICATED STAFF

### ARTICLE 15

#### COMPENSATION

A. Salary Guide for Teachers

The Board and the Association agree that the attached salary guides shall become effective July 1, 2005, July 1, 2006, and July 1, 2007.

### B. Extra Pay for Extra Services

The value of  $1/140^{th}$  throughout this collective bargaining agreement shall not exceed a maximum \$60. The maximum shall be calculated to be  $1/140^{th}$  of Step 22 on each column of the 2004-2005 teacher salary guides.

- 1. a. 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.
  - b. The current stipend system shall be based on all prior years of service teaching summer school:
    - 1. Summer 2005: First through sixth year: \$34 per hour. Seventh and more years: \$39 per hour.

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- 2. Summer 2006: First through sixth year: \$34 per hour. Seventh and more years: \$39 per hour.
- 3. Summer 2007: First through sixth year; \$34 per hour. Seventh and more years; \$39 per hour.
- c. Teachers who attend in-service programs beyond the school day and/or school year shall be paid \$25.00 per hour per session. If the program meets the state requirements for continuing education units, the teachers who attend will receive continuing education credit. Teachers may request of the Superintendent, and be granted, the right to waive the \$25.00 per hour in exchange for being excused from a district-scheduled in-service day.
- d. Teachers who conduct in-service training during a contracted day or outside of the school day will be compensated at a rate of \$100 (flat fee) or 1/140<sup>th</sup> per hour for the duration of the presentation (the greater of the two amounts shall be given).
- e. Transfers of certificated staff, when involuntary and for a change in building, will receive a \$100 stipend.
- f. Teachers who write curriculum shall be compensated for a minimum of 20 hours at \$50/hr for a completed product.
- g. Teachers working on grant programs which are privately funded shall be

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paid at the rate of 1/140 as per the current status, and teachers working on grant programs which are government funded shall be paid at the rate set by the grant.

- Teachers who perform extra assignments for which extra compensation is now received under current Board policy shall 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 extracurricular activities which extend beyond the regularly scheduled inschool 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.
- The per point value for new and existing activities shall be \$409.
- 6. Athletic coaches and other approved extra pay positions shall receive a service increment of one additional compensation point at \$370 per point for the third, fifth, tenth and fifteenth year of service (total of four additional points). Positions valued at less than six points shall receive a pro rata service increment as follows: four (4) or five (5)

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points = 2/3 of a point; two (2) or three (3) points = 1/3 of a point.

- a. To earn these service increments, coaches and other extra pay position employees shall be required to serve in consecutive years in the same sport or activity, unless a break in service for good cause is granted for 1992 and thereafter. Such break in service shall not be unreasonably denied.
- b. A coach/advisor who is or has been appointed to a higher position or has reverted to a lower position in the same sport or activity shall not lose service increments or time served toward service increments. Claims for service credits lost before 1993 94 shall be brought by the employee to the Human Resources Office for adjustment.
- 7. All state funding earmarked as compensation for the mentoring of an individual teacher pending certification (a mentee) shall be directly forwarded to the mentor teacher of that mentee. A mentor can have a maximum of 2 mentees per school year. The classroom schedules of the mentor and the mentee, whenever possible, shall be created so that appropriate observations can take place.

In the absence of state funding, the mentee shall pay to the Board the designated amount (\$550 for provisional, \$1000 for alternate route)or other such amounts as designated by the NJ State Department of Education, and the Board shall remit that same amount to the mentor.

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If only a portion of the funding for the purpose of mentoring is provided by the state, the mentee shall pay the difference using the procedure outlined herein.

C. Payment

Employees shall be paid semi-monthly on the 10th and 25th days of each month in the school year. If 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. After initial placement on the guide position, movement along the guide from the position to maximum shall be in terms of annual increments, based

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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.

- 5. 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 31 of the school year, followed by an official transcript no later than January 1 of the school year.
- 6. 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. The Superintendent shall consider approving courses which are part of a matriculated program or those taken

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beyond the Masters Degree which will enhance the teacher's educational performance and perspective.

- 7. To qualify for placement on the MA column 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 the MA column must be taken subsequent to the attainment of a Masters Degree.
- Salary guide columns designated as 8. "+10" and "+20" shall not apply to newly hired teachers effective 1988-89 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 quide or converting to the new quide. 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 "B" or better) of

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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. All certificated staff are entitled to receive allowable rates of reimbursement for the equivalent of three full semester graduate courses each contract year.

#### F. Staff Assistants and Unit/Team Leaders

Staff assistants and Unit/Team Leaders shall be paid in accordance with the following schedule:

	STAFF	ASSISTANTS	&	UNIT	LEADERS
	# of	Teachers	Stipend		
	6 or	less		\$31	35
	7-18			\$52	25
19+			\$7315		

Staff Assistants and Unit Leaders shall follow the regular 186-day calendar and carry a full teaching assignment.

Program and Subject Area Coordinators shall be paid a stipend according to the following schedule:

PROGRAM/SUBJECT	AREA COORDINATORS			
# of Teachers	Stipend			
6 or less	\$3135			
7-18	\$4702			
19+	\$6270			

Program/Subject Area Coordinators shall follow the regular 186-day calendar and receive one block each day for articulation and planning meetings; data collection, analysis, and reporting; technical assistance for teachers, and other duties and responsibilities as required.

Helping teachers shall work a 192-day schedule and carry a full teaching assignment. They shall be paid an annual stipend of \$7629 per year.

G. 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:

- 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.
- For overnight trips, at the rate of \$150.00 per night.
- H. Summer School Coordinators (including ESL) shall be paid a stipend of \$2250 per year.

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#### 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

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the absence of volunteers, a teacher may be assigned to serve as 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.

a. Whenever a teacher is assigned to cover a class for a period of time that will require the teacher to develop lesson plans, provide instruction, develop assessment tools, and/or grade tests, the teacher shall be paid, in addition to 1/140<sup>th</sup> for each lost preparation period, a daily stipend of \$39.

#### B. Teacher Work Year

- Teachers employed under a ten-month contract shall not be required to work in excess of 186 days.
  - a. Three of these days shall be used for teacher in-service programs. The programs shall meet the state requirements for continuing education hours.
  - b. The in-service programs shall be 7 hours in duration beginning at 8:00 A.M. and concluding by 3:00 P.M. There shall be one hour designated for lunch.
  - c. Two of these days shall be used for parent-teacher conferences.

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- d. One of these days shall be the opening day for teachers.
- e. 180 days shall be student days. The last three days shall be the minimum length required by the state.
- f. Teachers new to the system may be required to attend one additional day of orientation.
- 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.
- 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 у	vears	service	11	days
3-4 у	vears	service	16	days
5 or	more	years service	22	days

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

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- C. <u>Arrival and Dismissal Times and Other</u> Conditions of Employment
  - 1. Elementary and Middle 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 their last regularly scheduled assignment.
  - 2. Teachers shall not be required to "clock in" or "clock out" by hour 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.

### D. Preparation Time and Work Schedule

- 1. Elementary Teachers
  - Elementary teachers shall be granted 200 minutes preparation time each five-day work week in 40-minute daily periods.
  - b. 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

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teacher's assigned class during preparation time, said teacher shall be paid at the rate of 1/140 of his monthly salary for each hour worked.

2. Middle School Teachers

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

- Teachers shall have no more than six teaching assignment periods and one special assignment period.
- b. Special assignment periods shall not require preparation and shall not be subject to classroom observation procedure in the district's teacher evaluation process.
- 3. High School Provisions

The Board agrees that the High School Provisions shall be:

a. Work Day

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. <u>Teacher Work Cycle</u>

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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 teacher's work cycle shall include part (a) of High School Provisions.

- c. Additional Assignments
  - 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

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assigned no additional duties.

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

- F. After School Meetings
  - 1. After school meetings shall be held only on Mondays.
  - 2. At the elementary schools, meetings shall be limited to three per month not to exceed one hour in length. However, during 3 months per year, one of the three meetings may extend to 1.5 hours.
  - 3. At the middle and high schools, the Board may schedule four one-hour meetings per month. During three months, one of the monthly meetings may extend to 1.5 hours. When this occurs, the number of monthly meetings shall be limited to three.
  - 4. Prior to November 1 of a given school year, the Board will provide at least two weeks notice of any meeting scheduled to exceed one hour in length. After November 1 of a given school year, the Board will provide at least one month notice of any meetings scheduled to exceed one hour in length.

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### G. Evening Meetings

Teachers may be required to attend no more than four (4) 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 assignments 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. The evening meeting(s) for parent conferences may be held on the same day(s) designated as parent conference days.

### H. Class Size

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

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#### VACANCIES

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. Any teacher may apply within ten days of the posting. Each applicant shall be given consideration.

### C. Signing Bonus/Recruitment

During this contract period, 2005-2008, the Board may pay a "signing bonus" to new teachers hired to teach math, science, foreign languages, computer sciences, or any discipline that becomes hard to fill.

The amount of the "signing bonus" will be determined by the Board based on recommendations of the Human Resources Director and the Superintendent. Before the HRD makes recommendations to the Superintendent, the data and process will be shared with TEAM.

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The amount of the "signing bonus" shall not exceed \$5000. Any amount over \$1000 will be paid in two equal installments - the first upon the signing of the contract and the second upon completion of 4 months of employment.

The Board may choose to give new hires credit for years of experience outside of education. When this is contemplated, the following factors will be considered:

a. degree and years of graduate study b. years of related work experiences

During this contract period and when the district is experiencing difficulty in attracting qualified applicants, the Board may also choose to pay a "signing bonus" to new support staff, i.e., bus drivers, custodians, grounds people, security, secretarial, etc. who accept employment. This shall be \$500 payable after a 60 day probationary period, and \$500 upon the completion of 4 months of employment. As with certified staff, the data and process used will be shared with TEAM.

D. Finder's Fee

The Board may offer a "finder's bonus" to TEAM employees who refer candidates who accept offers of employment with the district for hard to fill teaching or support staff positions. These bonuses will also be confirmed by the Board based upon recommendations of HRD who will have consulted with TEAM. The "finder's bonus" shall be 1% of the new hire's entry salary and will be paid at the end of the new hire's 60<sup>th</sup> day.

All certificated and non-certificated employees will be eligible to receive a "finder's fee" in the years 2005-2008 for recommending candidates who subsequently

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become employees of the district. When the Board is unable to secure candidates for the positions indicated, discussions shall be held between the HRD and TEAM leadership immediately and an announcement pertaining to the finder's fee will be disseminated to staff.

To be eligible for the finder's fee, an employee must:

- have been employed by the district for not less than one year
- submit the name(s) of prospective candidate(s) within (time) of the said announcement
- provide a signed and dated recommendation form for each candidate

When the HRD receives recommendations, there will be an immediate review of applications to determine if the recommended candidate has already applied for a position in the district. If an application or resume is on file, the recommendation will be considered null. The submitter will be immediately contacted to be informed that his/her recommendation is not eligible for the fee should the applicant be hired. If, however, the candidate's application has not been received, the name of the recommended candidate and the employee's will be placed on file for future reference should the applicant be hired.

In cases where the same candidate is recommended by two or more employees, the employee whose recommendation which is received first will receive the finder's fee if the applicant is hired by the district. This will be determined by the stamp date procedure used in human resources.

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#### 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 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.

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#### BOARDS AND COMMITTEES

A. Advisory Board

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

B. Professional Development Committee

The Board shall establish a Professional Development Committee in accordance with state requirements for teacher training.

- Composition of the Committee: The Superintendent shall appoint two members and TEAM shall elect four members to the Committee. The six members of the Committee shall elect a chairperson from among themselves. Said individuals shall serve two-year terms. Initial terms shall be staggered.
- 2. Role of the Committee: The Committee shall be empowered to work in conjunction with the Superintendent, with input from professional staff, parents, community members, and local business leaders to assess inservice needs and professional development opportunities and to plan and implement professional development programs in accordance with standards established by the state Professional Teaching Standards and by the Commissioner of Education at the State Board's recommendation. The Committee shall present its plan to the County Professional Development Committee for its review and recommendation in accordance with state statutes.

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In the event revision is needed, the Committee shall have the sole responsibility for revising and resubmitting the plan with the Superintendent's input in accordance with state statutes.

3. Each TEAM member serving for a full year on the Committee shall receive a stipend of \$500.

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#### TRANSPORTATION

A. <u>Work Year</u>

The work year for transportation employees shall be all days that Morris School District students are scheduled to be present in school. In the event a majority of a transportation employee's contracted hours follows a school calendar that is different from the Morris School District, that employee shall follow the other school's calendar.

- B. Work Day
  - The workday for transportation employees shall be individually contracted by the BOE.
  - Bus drivers are to be guaranteed a minimum of four hours of regular assigned work.
  - 3. As soon as the routes have been established, each driver will be informed of the specific number of hours during which he/she is required to drive. Adjustments to drivers contracted home-to-school hours will be made by November 1 of the school year.
- C. <u>Extra Assignments</u> all assignments that are in addition to a driver's regular work day and/or work year as well as summer employment.
  - 1. Extra assignments shall be no less than two consecutive hours except when an

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extra assignment is between AM/PM school routes or is contiguous with school routes.

- 2. Extra assignments shall be offered on a rotating basis established by TEAM and the BOE.
- 3. Regular driver rotation shall be exhausted before utilizing noncontracted drivers.

### D. 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.

E. 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 all fees related to obtaining or maintaining required driver licenses.

Bus drivers will be provided with appropriate jackets.

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F. Uniforms

- G. In-service
  - 1. Employees who attend District inservice departmental programs will be paid their hourly rate. The date of this inservice training will be provided to the employee on the last day of the previous school year or when he/she is hired.
  - 2. When the interests of the School District will be served, transportation employees shall be encouraged to attend staff development programs outside the District, as well as programs offered by the District, throughout the year. Such training must be approved by the Supervisor in advance and will be compensated by released time or at the employee's hourly rate. The Supervisor will make every attempt to maintain equitability when considering all such requests.
- H. Vo-Tech and Late Runs

Vo-tech and 4:00 p.m. late runs shall be added to driver packages by the transportation supervisor prior to drivers selecting route packages. Drivers will be credited one-half (1/2) hour per day for a 4:00 p.m. late run. Any time beyond a driver's daily contracted hours will be placed as extra time on their time sheet for compensation. In calculating the ½ hour inclusion for the drivers' contracted hours, the calculation shall be based on the number of times the late run was performed for the previous school year.

ARTICLE 21

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### FOOD SERVICE

A. Work Year

The work year for food service employees shall be 183 days.

B. Work Day

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

C. Breaks

Food service employees whose contracts exceed four (4) hours shall be entitled to one ten (10) minute break.

- D. 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 40 hours in any one work week.
  - 2. 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 40 in any one work week.

### E. <u>Substitutes</u>

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.

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### F. Uniforms

Contracted food service employees shall be provided an annual approved work shoe and uniform allowance of \$150.00. Appropriate uniforms (pants/shirt/skirts) shall be white and/or black and worn during each work shift.

- G. In-service
  - The work days immediately prior to the first day for students and immediately following the last day for students will be used exclusively for kitchen readiness and cleanup.
  - 2. In addition to the 180 student days and the two days for readiness and cleanup, food service employees will attend a staff development/training day offered by the District prior to the opening of school. Employees who attend such inservice departmental programs will be paid their hourly rate. The date of this inservice training will be provided to the employee on the last day of the previous school year or when he/she is hired.
  - 3. When the interests of the District will be served, food service employees shall be encouraged to attend staff development programs outside the District. Such training must be approved by the Supervisor in advance and will be compensated by released time or at the employee's hourly rate. The Supervisor will make every attempt to maintain equitability when considering all such requests.

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# CUSTODIAL/MAINTENANCE EMPLOYEES/TRANSPORTATION MECHANICS

Α.

D.

Work Year The work year 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. <u>Work Day</u> The workday shall be eight hours, exclusive of a scheduled one-half hour duty-free meal period.
- C. <u>Break Periods</u> The Board shall provide 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.
  - Overtime 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.
    - 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

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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.

Licensing The Board of Education shall pay all fees related to training for the licensing of any employees desiring to obtain or maintain licenses to perform their required duties as permitted by law.

F. <u>Security</u>

Ε.

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.

G. <u>Substitutes</u>

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 this Article.

- H. <u>Recall Pay</u> Custodial/maintenance employees recalled to work after the completion of their regular work shift shall receive a minimum of four hours pay.
- I. Vacation Allowance

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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 & over	20 days

Holidays Holidays for employees shall be 13 days per year, with up to one additional day for a Board-designated holiday that 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 subject to the supervisor's approval for each employee.

K. Conventions and 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.

#### L. Clothing Allowance

J.

- All mechanics, custodial and maintenance employees 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 \$125.00 for approved work shoes.
- 2. Appropriate work jackets will be provided for all custodial,

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maintenance, mechanic, courier, and food service delivery employees.

- 3. Clothing provided shall be required attire for each work shift.
- 4. The Board shall be responsible for the cleaning of uniforms of mechanics, custodial, and maintenance employees only when regular or "special" tasks involve "special" cleaning agents and/or when DEP cautions are required.

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## 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.

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#### 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. <u>Overtime</u>

Security personnel who are required to work more than 40 hours in any work week shall be compensated at the rate of one and onehalf their regular hourly rate for each hour or fraction of an hour worked in excess of 40 hours.

- Security personnel will be paid double time on Sundays and holidays. Overtime assignments shall be on a rotating basis.
- Security personnel shall be paid at the holiday rate in the event they work on New Year's Eve.
- 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.

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F. <u>Uniforms</u>

Security guards will be provided with appropriate clothing that shall be required attire for each work shift.

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#### TEACHER ASSISTANTS

A. Work Year

The work year for teacher assistants shall be all days that students are scheduled to be present in school.

B. Work Day

The work days and duty-free lunch for teacher assistants shall be the same as that established for classroom teachers.

C. Breaks

Teacher assistants shall be entitled to two 15-minute breaks or one 30-minute break depending on scheduling needs.

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#### RADIO/TV COORDINATOR & COMPUTER/AV TECHNICIAN

A. Work Year

The work year for radio/TV coordinator and computer/AV technician shall be the district calendar.

B. Work Day

The work day for radio/TV coordinator and computer/AV technician shall be eight hours, inclusive of a duty-free lunch period.

C. Overtime

Radio/TV coordinator and computer/AV technician who are required to work more than 40 hours in any workweek 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 coordinator and computer/AV technician 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	- 1	2 year	s service	11	days
3		4 year	s service	16	days
5	or	more	years service	22	days

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

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#### E. Inservice

- The Radio/TV Coordinator and Computer/AV Technician(s) who attend district training programs beyond the usual work day will be compensated at their established rate. The date(s) of such inservice training will be provided to the employee at least 10 days before the scheduled activity.
- 2. When the interests of the School District will be served, the Radio/TV Coordinator and Computer/AV Technician(s) shall be encouraged to attend staff development programs outside the District. Such training must be approved by their supervisor in advance and will be compensated by released time or at the employee's hourly rate. The supervisor will make every attempt to maintain equitability when considering all such requests.

#### F. Additional Training

The Board shall reimburse the Radio/TV Coordinator and Computer/AV Technician(s) for fees related to training towards those certifications required by the employees in the performance of their duties. Such training must be approved in advance by the Superintendent.

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#### SECRETARIES

A. <u>Work Year</u>

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 10month 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. Parttime 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:

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	-
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.
- 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 pro-rated 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

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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. 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 the position to maximum shall be in terms of annual increments, based on each year of successful service in the Morris School District.
  - 4. 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 a 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

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- G. In-service
  - Secretaries who attend district training programs beyond the usual workday will be compensated at their established rate. The date(s) of such inservice training will be provided to the employee at least 10 days before the scheduled activity.
  - 2. When the interests of the School District will be served, secretaries shall be encouraged to attend staff development programs outside the District. Such training must be approved by their supervisor in advance and will be compensated by released time or at the employee's hourly rate. The supervisor will make every attempt to maintain equitability when considering all such requests.

#### PERFORMANCE AND ASSIGNMENT

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#### A. Transfer or Reassignment

Notice of an involuntary transfer for reassignment of non-certified personnel shall be given to the personnel involved as soon as practical.

## B. Employee Evaluation

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.

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

Assistant Behavioral Specialists Computer Media Specialists Custodial employees Maintenance employees Transportation employees Teacher Assistants Food service employees Security personnel Radio/TV Coordinator(s) Computer/AV technician(s) Athletic trainer(s) Permanent Substitutes LR/PG Aides Occupational Therapist Adult School Manager Courier Media specialists Media center technical assistants

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Data processing specialists Student healthcare specialists Computer/AV repair assistants Radio/TV Technicians

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.

- 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 noncertificated unit employees shall be calculated from first day of employment.

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#### COMPENSATION

A. <u>Salaries</u>

1. Custodians. Personnel shall receive the following increases in each year:

2005-2006: Salary shall increase by 4.5% each year over the prior year's base.

2006-2007: Salary shall increase by 4.3% each year over the prior year's base.

2007-2008: Salary shall increase by 4.2% each year over the prior year's base.

Night Foreman/Black Seal \$888 stipend Assistant Foreperson \$888 stipend

2. Maintenance/Mechanics. Personnel shall receive the following increases in each year:

2005-2006: Salary shall increase by 4.5% each year over the prior year's base.

2006-2007: Salary shall increase by \$2012 per person

2007-2008: Salary shall increase by \$2049 per person

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Groundskeepers/Courier. Personnel shall receive the following increases in each year:

2005-2006: Salary shall increase by 4.5% each year over the prior year's base.

2006-2007: Salary shall increase by 4.3% each year over the prior year's base.

2007-2008: Salary shall increase by 4.2% each year over the prior year's base.

Boiler Fireman/Black Seal\$888stipendElectrical\$888stipendPlumbing\$888stipend

3. Salaries shall increase by the following percents each year over the prior year's base for: Security, Courier, Trainer, Computer Media Specialist, Computer AV/Technician, Food Service personnel, Bus/Playground/Lunchroom Aides, Transportation personnel, Adult School Office Manager, Occupational Therapist, Media Center Technical Assistants, Data Processing Specialists, Student Healthcare Specialists, Computer/AV Repair Assistants, Radio/TV Coordinator, Radio/TV Technician, and Assistant Behavioral Specialists.

> 2005-2006 4.5% 2006-2007 4.3% 2007-2008 4.2%

4. The salary ranges below shall be utilized solely for the initial

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placement of new hires. Following the school year of initial hire, employees shall receive salary increases as per above.

Minimum Maximum Custodian \$25,000 \$42,000 Maintenance; Bus Mechanic \$32,000 \$52,000 Security \$20,000 \$35,000 Radio/TV Coordinator; Computer/AV Tech \$38,000 \$67,000 Food Service \$9.50/hour \$14.25/hour Bus/Lunch/Play Aides \$12.00/hour \$20.00/hour Transportation \$20.00/hour \$27.00/hour Athletic Trainer \$37,000 \$67,000 Adult School Office Manager \$32,000 \$52,000 Courier \$20,000 \$36,000 Occupational Therapist \$42,000 \$72,000 Computer Media Specialist \$27,000 \$42,000

Assistant Behavioral Specialist

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75% of step 1 of the teachers' guide

- B. Support Staff
  - 1. Service increments of \$375.00 over base salary after 5 years of service, \$700 over base salary after 10 years of service, and \$925 over base salary after 15 years of service shall be paid to secretarial, custodial, teacher assistants (beginning 1993-94), maintenance, radio/TV coordinator, computer/AV technician, Radio/TV Technician, computer media specialist, assistant behavioral specialist, occupational therapist, adult school manager, courier, security personnel, computer/AV repair assistants, student health care specialists, media center technical assistants and data processing specialists.
  - 2. Food service employees shall be eligible for one-half service increment amounts as apply to custodians. Transportation employees shall be eligible for 70% of the custodial rate (beginning 1993-94). Transportation employees shall be paid 100% of the custodial service increments during any year in which their regular work assignment is 6.5 hours or more.
  - Transportation courier and high school cafeteria custodian are to be eligible for longevity payments, prorated as may be required.
  - Lunchroom aides shall be eligible for one-quarter service increment amounts as apply to custodians.

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- 5. Teacher assistants' 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.
- 6. Computer media specialists' years of service in the district shall be recognized in determining eligibility for service increments. They shall work the same days per year and hours per day as teacher assistants.
- 7. Occupational therapists' years of service in the district shall be recognized in determining eligibility for service increments. They shall work 197 days per year, and the same hours per day as teachers.
- 8. Adult school office managers' years of service in the district shall be recognized in determining eligibility for service increments. They shall work the same number of days per year and hours per day as twelve month secretaries. Vacations shall be the same as twelve month secretaries.
- 9. Couriers' years of service in the district shall be recognized in determining eligibility for service increments. They shall work the same number of days per year and hours per day as twelve month custodians.
- 10. Assistant Behavioral Specialists' years of service shall be recognized in determining eligibility for service increments. They shall work 186 days per year, and the same hours per day as certified support staff.

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# C. K-12 Teacher Assistants

Teacher Assistants on Columns C or D prior to June 30, 2002, will remain on those designations. All others, including new hires, will be placed or remain on Columns A or B.

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Teacher Assistants and Assistant Behavioral Specialists shall utilize the teacher call-in service to report absence.

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#### PART IV

#### ARTICLE 30

#### DURATION OF AGREEMENT

This agreement covers salaries and terms and conditions of employment effective July 1, 2005 and shall continue in effect until June 30, 2008.

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

EDUCATION ASSOCIATION OF MORRIS

By: \_\_\_\_\_\_\_\_\_Board of Education President

OTHER BOARD PARTICIPANTS

By: Team President

By: Board of Education Negotiations Chair

OTHER TEAM PARTICIPANTS

By: Team Negotiations Chair

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TEAM Teachers Salary Guide 2005-2006 Year 1

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TEAM Teachers Salary Guide 2006-2007 Year 2

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TEAM Teachers Salary Guide 2007-2008 Year 3

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TEAM Teacher Assistants Salary Guides

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TEAM Secretary Salary Guide 2005-2006 Year 1

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	Radio/TV	77		
•	Secretaries	79-80		

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Work cycle, Teacher (HS) ..... 55 Work day: Ass't Behavioral Specialist ..... 90 . Adult School Office Manager.... 89 . Computer/AV Technician..... 77 . Computer Media Specialist..... 89 . Courier..... 89 . Custodial Maintenance..... 69 • Elementary Teachers ..... 53 • Food Service ..... 67 • High School Teachers ..... 54 • Middle School Teachers..... 54 • Night Watchpersons ..... 73 .

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	Occupational Therapist	. 89
	Radio/TV	
	Secretaries	. 79
	Security	
•	Teacher Assistants	
•	Transportation	. 64
Work	Year:	
•	Ass't Behavioral Specialist	
•	Adult School Office Manager	
•	Computer/AV Technician	
•	Computer Media Specialist	
•	Courier	
•	Custodial Maintenance	
•	Food Service	
•	Occupational Therapist	
•	Radio/TV	
•	Secretaries	
•	Security	
•	Teacher	
•	Teacher Assistants	
• •	Transportation	
worke	ers' Compensation	. 13

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