

Contract no. 433

PROFESSIONAL NEGOTIATIONS
AGREEMENT

1991-92 ♦ 1992-93

PROFESSIONAL NEGOTIATIONS AGREEMENT

1991-92 ♦ 1992-93

Between The

BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CHATHAMS

And The

ASSOCIATION OF CHATHAM TEACHERS

TABLE OF CONTENTS

	Page
I. PREAMBLE	1
II. AGREEMENTS	2
A. GENERAL	2
B. PROFESSIONAL GROWTH	2
Course Subsidy Plan	2
Eligibility	2
Criteria	3
C. LEAVES	3
1. Sabbatical	3
2. Illness	9
3. Death of Close Relations	11
4. Marriage	11
5. Personal Days	12
6. Health and Hardship	12
7. Disability	13
8. Child-Rearing Leaves	14
9. Extended Leaves of Absence	15
10. Other Leaves	15
D. HEALTH INSURANCE	16
E. STAFF ASSIGNMENT	16
1. Posting Procedure	16
2. Workday	17
3. Teacher Travel	18
4. Other Travel	18
5. Contract Notification	18
6. Notification of Assignment	19
7. Calendar	19
F. ASSOCIATION RIGHTS AND PRIVILEGES	19
G. GRIEVANCE PROCEDURES	20
H. AUTOMATIC PAYROLL DEDUCTION	24
 SALARY GUIDES	
Professional Salary Guide (1991-92)	25
Professional Salary Guide (1992-93)	26
Professional Guide Explanations	27
Extra Duty/Extra Pay Guide (1991-92, 1992-93)	28

L PREAMBLE

PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT is made the 23rd day of December 1991, between the Board of Education of the School District of the Chathams, Chatham, New Jersey, hereinafter called the "Board," and the Association of Chatham Teachers, hereinafter called the "Association."

- A. The Board has previously recognized the Association by resolution dated January 12, 1988, as exclusive representative for collective negotiations concerning the terms and conditions of employment of all certified personnel whose pay is determined by the salary guide(s) included in this contract.

The following negotiated agreements apply exclusively to professional staff members in the category of personnel specified in the foregoing recognition Resolution, employed on a regular contractual basis, and to none other.

- B. The parties have met and negotiated certain agreements as follows:

1. **Term of Contract**

The term of this contract shall be from July 1, 1991 to June 30, 1993. The economic provisions for the salary guides shall be effective September 1, 1991 to June 30, 1993. It is understood that subsequent negotiations shall begin not later than the date set in accordance with Chapter 123, Public Laws 1974, prior to the expiration of this contract. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on June 30, 1993.

II. AGREEMENTS

A. GENERAL

The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

In the event that any provision of this Agreement shall be determined to be in conflict with State Statutes, all other provisions of this Agreement will continue in effect.

The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts, and the parties agree that future contracts shall be negotiated within the spirit and intent of Chapter 123 of the Public Laws of New Jersey, 1974.

B. PROFESSIONAL GROWTH

Course Subsidy Plan

The Board of Education encourages members of the professional staff to maintain and expand proficiency in their chosen fields by participating in courses offered at fully accredited (according to New Jersey State Department of Education) colleges and universities. Staff members must attend classes to receive credit.

Accordingly, the Board of Education will reimburse the registration and tuition fees for each course, subject to the following provisions.

Eligibility

Teachers who are recognized as full-time employees are eligible for one hundred percent (100%) course reimbursement of tuition and fees for New Jersey State Colleges and the State University; and 75%* course reimbursement for private institutions and out-of-state colleges and universities. Part-time staff members are eligible for reimbursement benefits on a prorated basis, the percentage of reimbursement corresponding to the fraction of full-time employment stipulated in the staff member's contract at the time of course approval (e.g. half-time teachers are eligible for fifty percent (50%) of the reimbursement rate of full time teachers, .2 teachers for twenty percent (20%) of the reimbursement rate of full time teachers, etc.).

**The 75% reimbursement rate will take effect for all course subsidy requests following the Spring 1992 Semester (i.e. Summer courses for 1992 at private or out-of-state institutions will be reimbursed at the rate of 75%).*

Criteria

Only courses which meet the criteria listed below will be reimbursed by the Board of Education:

- (a) Approval in advance by the Principal and Asst. Superintendent.
- (b) Course is not required by the State for certification in the position held by the staff member.
- (c) Course is related to improvement in the staff member's value to the regionalized school system.
 - Course is in subject field or area in which employee is presently employed, or
 - Course is in subject field or area in which the school district believes the employee may later serve the district advantageously.
- (d) Reimbursement for successfully completed courses shall be made no later than forty-five (45) days subsequent to submission of paid tuition bill and copy of transcript.

C. LEAVES

1. Sabbatical Leaves

In this article, the word "teacher" shall refer to any professional staff member whose terms and conditions of employment are determined by this Agreement, and the word "sabbatical" shall be defined as "one full school year."

(a) Eligibility and Qualifications

- (1) The applicant must have completed five (5) or more years of continuous employment in the District.
- (2) It is the intent of the Board to grant sabbatical leaves to qualified applicants who meet the specified criteria. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.
- (3) Subsequent sabbatical leaves may be authorized only after eligibility has been re-established by service of an additional five (5) consecutive years of service as an employee of the District.
- (4) A further requirement of eligibility is the filing of a written agreement with the Secretary of the Board of Education stipulating that the applicant for sabbatical leave will remain in the service of the District for a period of two (2) years following the expiration of the sabbatical leave.

(b) Purposes of Sabbatical Leave

Sabbatical leave is granted to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel.

The following information shall be presented in application for consideration by the Superintendent of Schools and the Board of Education.

- (1) Formal study including accredited college/university acceptance for credit or program, which will aid in improving the educational services to the District rendered by the applicant.

- (2) Research and/or Writing: the project will be outlined, and its appropriateness for professional improvement and application to the District indicated.
- (3) Travel: a plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel.
- (4) Other reasons: a plan will be submitted stating the professional objectives of the applicant to be afforded by such leave.

(c) **Length of Leave and Filing Date**

- (1) The leave may be granted for a period of time appropriate to the purpose of the leave, but not more than one (1) school year.
- (2) The application must be filed with the Office of the Superintendent no later than February 1 of the year prior to that in which the leave is to take place. Upon approval by the Superintendent, the application will be forwarded to the Board of Education for action on the Superintendent's recommendation.
- (3) The Superintendent will give notice to the applicant of the acceptance or rejection of his or her application within thirty (30) days after February 1st. Said notice, if rejection, must include an explanation of why the application was denied.

(d) Selection

The most important criterion for determining the granting of a sabbatical leave is whether or not the leave is likely to improve the quality of teaching and/or other professional services to the District.

(1) Upon receipt of all such applications, the Superintendent will consider them for recommendation based on the following factors:

- i. Purpose of Leave
- ii. Professional growth of staff member
- iii. Potential benefit to the school system
- iv. Compliance with all regulations pertaining to the leave

(2) A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein, or otherwise agreed upon by the applicant and the Board of Education.

(e) Conditions of Leave

(1) The applicant will enter into a contract to continue in the service of the District for a period of at least two (2) years following the expiration of the leave of absence. Upon failure to comply with the two (2) year service clause, the teacher will repay to the District a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years bears to the two full years. Exceptions to this condition will be made in the case of an employee who has become incapacitated, or who has been discharged, or who has been reduced in force, or who has been released from this obligation for good and sufficient reason by the Board of Education.

(2) The salary granted to an employee on sabbatical leave will be as follows:

- (i) An employee granted sabbatical leave will receive seventy-five percent (75%) of the salary he or she would be entitled to if not on leave.
 - (ii) Regular monthly deductions will be made from salary payments, including teachers' pension fund and other legally required and/or employee authorized deductions.
 - (iii) Payment of salary to staff members on sabbatical leave will be made in accordance with the provisions of the agreement regarding payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the Office of the Board Secretary informed of his or her address.
 - (iv) Anyone on such leave shall be considered as in the employ of the district, and time thus spent will count as regular service toward retirement, seniority, and consideration of salary. Such leave of absence will be without prejudice to the teacher's tenure rights.
 - (v) Teachers on such leave for the purpose of formal study will be reimbursed for tuition subject to the provisions of this Agreement which customarily regulates this benefit.
 - (vi) During sabbatical leave, policies relating to sick leave, absences, absence for personal reasons, death, etc. will not apply. Accumulated sick leave benefits will be maintained during such leave and will become available to the employee together with the annual provisions of this contract upon his or her return to the district.
- (3) An interim report will be filed at the midpoint of the period for which the leave was granted. This report should contain sufficient information for the Superintendent to determine that the objectives of the leave are being realized.

- (4) A final report of the activities and results of the leave will be filed with the Superintendent within thirty (30) Days of the termination date of the leave. This report will then be transmitted by the Superintendent to the Board of Education.

(f) **Termination of Leave**

Sabbatical leaves may be terminated under the following conditions:

Interruption of the leave caused by serious accident, illness, or disability will not prejudice a Board of Education regarding the fulfillment of the conditions on which the leave was granted, and will not afterward affect the amount of compensation paid the employee provided:

- (1) Evidence of the accident, illness, or disability is provided to the Superintendent and the Board of Education within thirty (30) days.
- (2) Under the circumstances, the employee so prevented from completing the terms of his sabbatical leave will have the option, upon approval by the Superintendent, of changing the terms of his or her leave to those covered by the disability provisions of this Agreement.
- (3) If the Superintendent is convinced that an employee is not fulfilling the purpose for which a sabbatical leave was granted, or that said employee has violated any of the conditions of the leave, he may report this situation to the Board of Education. If there is evidence of violation, or non-performance on the part of the employee, the said employee will be given a hearing. If, during that hearing, it is determined that said employee has indeed violated the terms of this provision, the Board of Education may terminate the leave, as of the date of its abuse. The employee will return to assigned duties at the earliest possible date following termination of the leave.

(g) Return to Active Duty

At the end of the sabbatical leave, the employee will return to active duty, subject to the following considerations:

- (1) An employee who has been on sabbatical leave will notify the Superintendent of his or her intention to return on or before April 30 of the school year or sixty (60) days prior to return from leave, whichever is earlier.
- (2) At the expiration of the sabbatical leave, the employee will be reinstated in the position held at the time such leave was granted unless he or she agrees otherwise, or unless conditions arose during the term of the sabbatical leave which would have resulted in a change of position of said employee had he or she remained in active service.

(h) Other Professional Leaves

Leaves, other than those granted for a period of two consecutive semesters (Sabbatical Leave), may be granted for a period of time appropriate to the purpose of the leave. The conditions applicable to such leave will be the same as the conditions of a Sabbatical Leave unless otherwise stated in the approved application. The criteria for the granting of such leaves will be those outlined in paragraph 3 of this document. A subsequent "other" professional leave may be granted, if appropriate, in less than an additional five (5) consecutive years of service, subject to all conditions noted above.

2. Illness

Sick leave is hereby defined to mean the absence from school duty of any person because of personal disability due to illness or injury, or because of a medically-ordered quarantine in the staff member's household.

(a) **Annual Allowance**

- (1) Ten month professional employees: 15 Days
- (2) Twelve month professional employees: 18 Days

(b) Any unused portion of the yearly allowance for a given employee (but not more than ten days per year) shall be cumulative.

(c) An employee who shall suffer an enforced absence from school for more than fifteen (15) days in any school year on account of disability caused by illness or injury shall receive the benefit of cumulative sick leave allowance as herein defined.

Definition: Cumulative sick leave allowance is the sum of all unused portions of the employee's annual allowance for illness computed at the rate of not more than ten days per year.

(d) The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.

(1) An employee who leaves the system loses his/her benefits under the cumulative sick leave plan.

(2) An employee is rendering consecutive service as long as he/she or the Board of Education does not officially terminate his/her contract. A leave of absence, as granted by the Board, does not constitute an interruption of service. Sick leave, however, shall not be permitted to accumulate during the period a staff member is on such leave of absence.

(3) **Pay for Unused Sick Leave:**

Severance pay shall be granted to professional staff members who have been continuously employed in the district for twenty years.

A full-time staff member shall receive payment for each day of accrued sick and personal days. The rate of remuneration shall be one-fourth (¼) per diem pay, based on the staff member's final year salary, including longevity, up to \$12,500.

Any staff member who is reduced in force will be reimbursed for all unused sick leave at the same rate noted above.

In the event that a staff member dies while in the service of the School District of the Chatham, his/her unused sick days will be reimbursed at the specified rate in the name of his /her designated beneficiary.

(e) Family Illness Leave

For absence due to serious illness of any relative in the employee's immediate family, or a relative for whom one is responsible, full pay for not more than five days in each school year will be paid to the professional staff member. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, or any relative residing in the immediate household.

3. Death of Close Relations

Absences because of death in the employee's immediate family [as defined in "(e)" above in this contract] or because of death of another relative, including grandfather, grandmother, grandchild, father-in-law, mother-in-law, or anyone making his/her home with the employee's family and regarded as a member of the family, shall be allowed with full pay for a period of up to five (5) days.

4. Marriage

Upon request, an employee whose marriage takes place when schools are in session shall be granted a leave of absence of up to five (5) school days without pay.

5. Personal Days

In addition to participation in religious observances, teachers will have up to three paid personal days which can accumulate for severance purpose. Personal days may be used for the following reasons:

- (a) Important personal business which cannot be attended to other than during school hours on days when school is in session, including weddings and graduations of family members.
- (b) Legal Business
- (c) Personal or family emergencies

Written notification of personal days shall be made to the Principal as far in advance as possible.

6. Health and Hardship

On request of the staff member and approval by the Board of Education, leaves of absence may be granted to professional employees under tenure for purposes of restoration of personal health or the alleviation of hardship involving the employee or his/her family. Such leaves normally will be approved without pay; however, full or partial salary may be included in unusual cases for what the Board considers to be a justifiable reason. The other conditions specified by the Board in granting such leaves shall depend on the length of time the staff member has served in the district and other pertinent circumstances, including the conditions which brought about the necessity for granting such leave.

The beginning and ending dates of leaves for health and hardship shall be determined by the Board in the best interests of the school system and the employee concerned.

The employee will retain any tenure status during official leave approved within the limits of this policy; however, the usual annual salary increments will not be granted during such leave.

7. Disability

- (a) Disability leave shall be defined in NJSIA 18A:30-1 to mean leave taken by a person steadily employed by the district who is absent "from his or her post of duty...because of personal disability due to illness or injury..." or for other sufficient reasons.
- (b) All employees who anticipate disability in a specific future event, such as childbirth, pending surgery or other medical procedures, shall report that status to the district as soon as known, and shall submit a physician's statement to certify their continuing fitness.
- (c) An employee who claims disability leave of more than ten consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

Staff members on such disability leave shall submit a statement from a physician certifying that they are physically able to return to duty before they will be allowed to return to their position in the school district.

- (d) The employee must notify the Superintendent by April 15 of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.
- (e) Childbirth leaves (designed to provide a period of leave immediately before and after childbirth).
 - (1) A staff member shall notify the Superintendent in writing of her pregnancy, at least three (3) months prior to the anticipated date of leave. The notification shall specify whether the staff member intends to continue in her position until the period of disability.

- (2) Staff members may utilize the sick leave provision for a period of disability associated with childbirth. The normal period of disability for childbirth is assumed to be eight weeks. The staff member must present medical certification that the period of disability is to be longer or shorter than an eight week period.
- (3) Accumulated sick leave shall be used for the disability period.
- (4) Staff members who remain in their positions until the period of disability shall be eligible for sick leave benefits during the disability period.
- (5) Staff members who wish to take child-rearing leave after childbirth should follow the procedures outlined in the child-rearing provision of this contract.

8. Child-Rearing Leaves

- (a) The intent of this provision is to provide a period of leave for child-rearing during the first year after childbirth or after adoption of a child. On the request of professional employees and approval by the Board of Education, a leave of absence for the purpose of child-rearing shall be granted in accordance with the provisions listed below. Child-rearing leaves shall be without pay. In considering such requests, the Board will take into account the interest of the district in maintaining continuity of instruction and the maintenance of a qualified, competent staff.
- (b) Staff members shall notify the Superintendent in writing for child-rearing leave at least eight (8) weeks before the anticipated start of the leave. Exceptions may be granted for the adoption of a child or in other unanticipated situations if the staff member has notified the Superintendent of the intention to adopt and to request a child-rearing leave.
- (c) Leaves for child-rearing purposes shall be granted upon the birth or adoption of a child.

- (d) Child-rearing leaves shall expire on June 30 of the year for which they are granted.
- (e) Leaves of absence granted to tenured teachers may be extended for one school year beyond the initial period of leave on the written request of the staff member to the Superintendent and approval by the Board of Education.
- (f) Leaves of absence granted to non-tenured teachers may not be extended beyond the end of the school year in which they are authorized.
- (g) Staff members shall retain their regular employment status during child-rearing leave approved within the limits of this policy; however, time spent on such leave will not be used as experience credit for advancement on the salary guide or for the calculation of seniority.

9. Extended Leaves of Absence

In the event that a long-term disability exhausts the accumulated sick-leave of a staff member, that staff member may request that the Board of Education extend his/her leave. The Board of Education will give most careful consideration to all such requests.

10. Other Leaves

Extended leaves of absence without pay may be requested by an employee. The Board of Education will give most careful consideration to all such requests. Upon return from such leave, the employee will be placed on his/her next step on the salary guide, and full employee rights will be resumed.

The employee must notify the Superintendent by April 15 of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.

D. HEALTH INSURANCE*

Commencing July 1, 1992, the Board will provide 100% of the cost of the medical and dental insurance plans specified below for employees covered by this agreement.

New Jersey State Health Benefits Program
Delta Dental Plan of New Jersey Inc.

In addition, the Board will pay 100% of the cost for dental insurance for the employee's eligible family members and either

- 1) 95% of the dependent medical insurance assuming the Association can provide a minimum savings of \$20,000 from the elimination of double coverage by May 1, 1992; or
- 2) 90% of the dependent medical insurance if the Association cannot provide a minimum savings of \$20,000 from the elimination of double coverage by May 1, 1992.

Each employee will be provided with a copy of these insurance coverages.

*For the period July 1, 1991 through June 30, 1992, the Board will provide 100% of the cost of the medical and dental insurance plans specified above for employees covered by this agreement and their eligible family members.

E. STAFF ASSIGNMENT

1. Posting Procedure

All openings for positions in the district for which teachers may be qualified shall be made known to all staff members according to the following procedures:

- (a) Each vacancy will be advertised in a notice posted in a specifically designated place in each school building in the district for not less than seven school days.
- (b) Each vacancy so posted will be accompanied by an appropriate job description, including essential elements of the job known to exist at the time of posting.
- (c) Persons interested in advertised positions will so indicate by means of a letter of application submitted to the Assistant Superintendent.

- (d) Successful and unsuccessful applicants will be advised in writing of their status as soon as is practical or when the position is filled.
- (e) Notification of openings which occur during summer recess shall be the responsibility of the Superintendent of Schools. The Superintendent shall notify all qualified personnel for any vacancy that occurs during summer recess by a mailing to the staff member's designated home address.

2. Workday

All teachers of K-4 shall have a minimum duty-free preparation time of 200 minutes per week. Teachers of the same grade level (K-4) shall have equal amounts of preparation time.

All teachers of grades 5-6 shall have two (2) preparation periods per day. One of the two preparations will be for the purpose of team planning.

Core curriculum* area teachers of grades 7-12 shall have five (5) teaching periods per day and two duty-free preparation periods per day.

****Core curriculum courses require frequent and continuous preparation, assignment and evaluation of written work for students.***

Special area teachers may be assigned a sixth teaching period in cases of need. The purpose of this provision shall not be used to effect a reduction in force. Teachers who teach six periods shall not be assigned a non-instructional duty.

A teacher of grades 7-12 who has an assignment that is a combination of special and core-curriculum subjects may be assigned a sixth teaching period for one semester only.

Hours of the teacher workday may be differentiated relative to class schedule.

Non-teaching members of the professional staff who do not follow class schedules shall provide a minimum of seven hours of service per day. On those days where the number of hours must exceed seven, an individual teacher shall have the right of compensatory flex-time on another day.

Teaching schedules and pay of part-time staff shall be pro-rated according to the provisions of this article in consultation with the Association.

Building level faculty meetings shall be held on a designated day of the week determined by principal and faculty. After-school hours on Wednesday will be reserved for district curriculum committee meetings; after-school hours on Thursdays shall be reserved for meetings of the Association of Chatham Teachers.

The Professional Communication Committee (PCC) will address the issues of non-instructional duties (NIDs) and evening assignments. Discussions to clarify these issues will begin prior to January 31, 1992.

3. Teacher Travel

The class load of teachers who instruct in more than one building on the same day shall be limited to five (5) classes. In addition, traveling teachers shall not have a supervisory duty.

Traveling teachers shall be reimbursed for the mileage between schools at the rate of twenty-two (22) cents per mile.

4. Other Travel

Any teacher who incurs traveling expenses (other than those related to extra-pay, extra-duty positions) for any required or approved task shall be reimbursed at the rate of twenty-two (22) cents per mile. It is understood that these tasks are not those performed while meeting regular teaching responsibilities.

5. Contract Notification

A contract or notification that no contract will be offered will be mailed to each teacher by April 30th.

In lieu of a formal contract, once an employee goes on tenure, he or she will be mailed, by April 30th, a memo agreement outlining the salary which the Board proposes to pay the employee during the next year.

If an agreement on the negotiations contract has not been reached by these dates, in lieu of a formal contract, a memorandum will be mailed indicating that a formal contract will be forthcoming upon completion of negotiations.

It is important for all parties to understand that as each school district has its responsibility for adequate notice of contract renewal to all employees, so too, does each employee carry a similar responsibility for adequate notice to the district of his/her intentions. Each employee shall notify the Board of Education of his/her intention to accept or decline the contract within thirty (30) days from the date of receipt of offered contract or memorandum agreement. If, after written notification from the Superintendent that he/she has failed to respond to the contract or memorandum within thirty (30) days, the employee fails to respond within five (5) days, he/she will be deemed to have resigned the position.

6. Notification of Assignment

Each teacher will be informed of his/her intended assignment for the following year, no later than May 15th of each year whenever possible.

7. Calendar

After receiving input from the Association, a calendar will be drafted by the Superintendent for approval by the Board of Education.

In the contract year of 1991-92 and 1992-93, the number of staff days shall be 187.

F. ASSOCIATION RIGHTS AND PRIVILEGES

To help lighten the burden of the duties of the office, the President of the Association of Chatham Teachers shall not be assigned any non-instructional duty.

The President and members of the Executive Board of the Association shall have the right to visit other schools, when necessary, in the performance of their duty, so long as it does not interfere with the overall instructional climate.

G. GRIEVANCE PROCEDURES

The Board and the Association desire to maintain a grievance procedure in accordance with Chapter 123 Public Laws of 1974, that serves the best interest of both the aggrieved employee and the school system. The Association or any individual member of the staff shall have the right to appeal the application of this agreement, policies or administrative decisions affecting a teacher or a group of teachers through the channels specified by this procedure. They shall have the right to present their appeal or to designate representatives of the Association of their own choosing to appear with them or for them at any step in their appeal.

Terms

A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, Board policies or administrative decisions and practices as they relate to the terms and conditions of employment affecting a teacher or a group of teachers.

A grievance may be initiated by a teacher, a group of teachers, or the Association.

The grievant may be represented at all stages of the grievance procedure by himself/herself, his/her agent, or at his/her option, by the Association or by a representative selected or approved by the Association.

The term "days" when used in this article shall mean working school days. Weekends and vacation days are excluded.

The purpose of this procedure is to resolve differences concerning the terms and conditions of employment. The procedure is intended to resolve such differences at the lowest level of authority possible.

Time Limits

The number of days specified for the initiation of a grievance and for each level of resolution is a maximum. Every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement of the person or persons making the claim and the Board of Education.

Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Sequence of Levels for Resolving Grievances

Level One: Principal or Immediate Supervisor

The teacher or Association shall, within 30 days of identification of a grievable issue, first discuss it with the principal (or immediate supervisor or department head) in an attempt to resolve the matter informally.

Level Two: Written Grievance to Principal

If the initiator of the grievance is not satisfied with the resolution at Level One, the complaint shall be filed in writing to the principal. A written grievance shall be filed within thirty (30) days of the last occurrence of the incident being grieved. Information copies of the grievance shall be sent by the teacher to the Superintendent of Schools and the Association.

A hearing on the grievance shall be held by the principal within five (5) days of receipt of the written grievance.

The principal shall render a written decision with supporting reasons within five (5) days of the hearing.

Level Three: Superintendent

If the grievance is not settled to the satisfaction of the grievant at Level Two, the decision may be appealed to the Superintendent of Schools within five (5) days. To do so, the grievant must submit a written appeal of the principal's decision. The complaint previously filed with the principal and the principal's written decision shall be filed with this appeal to the Superintendent.

Within five (5) days of receipt of the appeal, the Superintendent will hold a hearing. A written decision shall be rendered by the Superintendent within five (5) days of the hearing at Level Three.

At this point of the grievance procedure, if the grievance has been initiated by a teacher or group of teachers, the Association shall determine the merit of the grievance. If the grievance is determined to be valid, the Association continues with the procedure for appeals. If the Association determines that the grievance is without merit, the grievant will personally continue with the procedure for appeals.

Level Four: Board of Education

If the decision of the Superintendent is not satisfactory to the grievant, it may be appealed to the Board of Education within five (5) days.

The process for appealing a grievance to the Board of Education shall be a written statement summarizing the points at issue and the reasons for the appeal.

The Board of Education shall review the Superintendent's decision and the written appeal and render a decision within fifteen (15) days. During that period, a hearing with a committee of the Board or the full Board shall be held.

All meetings and hearings under this procedure shall not be conducted in public and shall include only the interested parties and their designated or selected representatives.

The aggrieved party may have a legal representative and/or witnesses in attendance at the hearing before the Board.

Level Five: Arbitration

If the grievance remains unresolved, binding arbitration will be employed.

Within twenty (20) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. The award of the arbitrator will be binding on both parties. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names. The parties then shall be bound by the rules and procedures of the AAA.

In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the Public Employment Relations Commission.

The Board and the Association will divide equally the costs of arbitration.

* * * *

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

All written communications regarding this grievance procedure shall note at the beginning of such correspondence "In accordance with the grievance procedures outlined in the professional negotiations agreement..."

H. AUTOMATIC PAYROLL DEDUCTION

1. The Board agrees to deduct from the salaries of its teachers: dues for the Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association, or any one or combination of such associations as said teachers voluntarily and individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-16.9e) and under rules established by the State Department of Education.
2. Said monies and a report shall be forwarded from the Business Office to the appropriate association or associations.
3. Each employee may choose one of the following options for the payment of salary under the following conditions: the employee's decision to enter plans (b) or (c) must be made prior to September 1st and will continue for the duration of the current year. Continuation in the plan will be automatic from year to year unless the employee requests termination in writing:
 - (a) Salary is divided into 20 equal installments payable on the 15th and on the last day of the month.
 - (b) Any employee may choose to have his/her salary divided into 24 equal installments. From September through June, the payments will be as outlined in paragraph (a) above. The Board will mail semi-monthly payments in July and August on the 15th and on the last day of the month.
 - (c) A designated percent of the gross monthly earnings will be forwarded by the Board to the Summit Trust Company and/or Tri-Co Federal Teachers Credit Union. The employee will designate this percent prior to September 1st of each school year. All other arrangements with the bank must be made with the employee. If an employee involved in this plan requests termination of the deduction during the school year, he or she may not re-enter the plan until the following September.

SCHOOL DISTRICT OF THE CHATHAMS

PROFESSIONAL SALARY GUIDE

STEP*	1991-1992								
	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	
A	27,398	27,898	28,348	28,848	29,443	29,943	30,443	30,943	A
B	28,558	29,108	29,762	30,543	31,636	32,728	33,754	34,847	B
C	29,794	30,404	31,152	32,068	32,864	34,074	35,195	36,405	C
D	30,722	31,373	32,196	33,230	34,078	35,367	36,546	37,836	D
E	31,592	32,255	33,126	34,248	35,560	36,873	38,052	39,364	E
F	32,461	33,138	34,056	35,709	37,043	38,378	39,557	40,892	F
G	33,204	33,889	35,288	37,008	38,359	39,710	40,891	42,242	G
H	34,070	35,216	36,660	38,466	39,839	41,212	42,392	43,765	H
I	35,300	36,459	37,942	39,818	41,208	42,598	43,779	45,169	I
J	36,606	37,777	39,303	41,263	42,674	44,085	45,266	46,677	J
K	37,909	39,091	40,662	42,704	44,136	45,568	46,750	48,182	K
L	39,218	40,412	42,027	44,153	45,606	47,059	48,241	49,695	L
M	40,521	41,727	43,385	45,594	47,067	48,542	49,724	51,198	M
N	41,827	43,044	44,747	47,039	48,534	50,029	51,211	52,706	N
O	42,732	43,949	45,652	47,945	49,439	50,934	52,117	53,611	O
P	48,402	49,538	52,437	57,478	59,621	61,764	62,772	64,915	P

*STEP DOES NOT NECESSARILY CORRESPOND TO YEARS OF EXPERIENCE.

SCHOOL DISTRICT OF THE CRATHAMS

PROFESSIONAL SALARY GUIDE

1992-1993

STEP*	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60	
A	28,220	28,735	29,198	29,713	30,326	30,841	31,356	31,871	A
B	29,476	30,037	30,681	31,485	32,390	33,245	34,030	34,885	B
C	30,732	31,339	32,164	33,257	34,453	35,649	36,703	37,899	C
D	32,123	32,783	33,737	35,047	36,103	37,402	38,513	39,812	D
E	33,328	34,032	35,102	36,618	37,739	39,120	40,265	41,646	E
F	34,497	35,227	36,397	38,103	39,531	40,959	42,105	43,533	F
G	35,666	36,422	37,693	39,847	41,322	42,799	43,944	45,420	G
H	36,834	37,618	39,248	41,591	43,114	44,638	45,784	47,307	H
I	37,878	38,950	40,670	43,179	44,743	46,308	47,456	49,021	I
J	39,173	40,273	42,080	44,748	46,352	47,957	49,106	50,711	J
K	40,593	41,719	43,623	46,473	48,123	49,774	50,924	52,574	K
L	42,015	43,165	45,166	48,199	49,894	51,591	52,741	54,438	L
M	43,294	44,471	46,552	49,730	51,463	53,195	54,347	56,080	M
N	44,566	45,769	47,926	51,244	53,010	54,778	55,931	57,698	N
O	45,980	47,207	49,457	52,950	54,761	56,573	57,726	59,538	O
P	50,702	51,891	54,928	60,209	62,453	64,698	65,754	67,999	P

*STEP DOES NOT NECESSARILY CORRESPOND TO YEARS OF EXPERIENCE.

I. EXCEPTIONS

Exceptions to the salary guide shall be in accordance with the following "capping" procedures:

- A. For the 1991-92 school year, any person moving from Step O to Step P will receive a maximum salary increase no greater than \$6,000, exclusive of longevity.
- B. Any person who was capped in the 1991-92 school year will be placed on guide at the appropriate step in the 1992-93 school year.
- C. For the 1992-93 school year, any person moving from Step O to Step P will receive a maximum salary increase no greater than \$6,500, exclusive of longevity. Any person moving from Step A-O will receive a maximum salary increase no greater than \$5,500.
- D. Any person who was capped in the 1992-93 school year will be placed on guide at the appropriate step in the 1993-94 school year.

II. LONGEVITY

Teachers at the maximum step on the salary guide shall receive longevity awards according to the following:

Upon completion of 15-19 years of service to the District: \$1,500.

Upon completion of 20-24 years of service to the District: \$2,000.

Upon completion of 25 years or more of service to the District: \$2,500.

School District of the Chathams

Extra Duty/Extra Pay Guide

1 = \$5350 (1991-92)

1 = \$5725 (1992-93)

POSITION	RATIO
Head Football	1.00
Assistant Football	.60
Assistant Football	.60
Assistant Football	.60
Assistant Football	.60
Head Boys' Basketball	.85
Assistant Boys' Basketball	.60
Assistant Boys' Basketball	.60
Head Girls' Basketball	.85
Assistant Girls' Basketball	.60
Assistant Girls' Basketball	.60
Head Baseball	.75
Assistant Baseball	.60
Assistant Baseball	.60
Head Softball	.75
Assistant Softball	.60
Head Boys' Track	.75
Assistant Boys' Track	.60
Head Girls' Track	.75
Assistant Girls' Track	.60
Head Boys' Soccer	.75
Assistant Boys' Soccer	.60
Assistant Boys' Soccer	.60
Head Girls' Soccer	.75
Assistant Girls' Soccer	.60
Assistant Girls' Soccer	.60

Head Field Hockey	.75
Assistant Field Hockey	.60
Assistant Field Hockey	.60
Head Boys' Tennis	.65
Assistant Boys' Tennis	.40
Head Girls' Tennis	.65
Assistant Girls' Tennis	.40
Head Golf	.65
Head Ice Hockey	.85
Assistant Ice Hockey	.60
Head Cross Country	.60
Head Wrestling	.85
Assistant Wrestling	.60
Head Volleyball	.60
Assistant Volleyball	.40
Coed Indoor Track	.60
Head Boys' Lacrosse	.75
Assistant Boys' Lacrosse	.60
Head Girls' Lacrosse	.75
Assistant Girls' Lacrosse	.60
Head Cheerleading/Fall	.50
Assistant Cheerleading/Fall	.40

High School Activities

Student Council Advisor	.50
Literary Magazine Advisor	.25
Newspaper Advisor	.60
Yearbook Advisor	.75
Assistant Yearbook Advisor	.25
Fresman Class Advisor	.25
Sophomore Class Advisor	.25
Junior Class Advisor	.30
Senior Class Advisor	.35
Key Club Advisor	.50
Assistant Key Club Advisor	.30
Model UN/Congress Advisor	.60
Renaissance Festival Coordinator	.25
Concert Band Director	.30
Concert Choir Director	.30
Orchestra Director	.30
All-School Production Director	.40
First Assistant	.20
Second Assistant	.20
Third Assistant	.20
National Honor Society Advisor	.25
Photography Club Advisor	.25
Academic Team Advisor	.40
Cognetics/HS Rogate Advisor	.40
Marching Band Director	.60
Assistant Marching Band	.45
Percussion Advisor	.30
Band Front Advisor	.30
Computer League Advisor	.25
NJ Math League Advisor	.25
Mock Trial Advisor	.30
Assistant P.A.C. Advisor	.50
Pep Club Advisor	.45
Science League Advisor	.25

Middle School Activities

Student Council Advisor	.20
Yearbook Advisor	.30
Band Director	.15
Orchestra Director	.15
Chorus Director	.15
Stage Band	.20
Photography Club	.10
Rocket Club	.15
New Jersey Club	.20
Math League Advisor	.20
All-School Production Director	.40
Music Assistant	.20
Art Assistant	.20
Critics' Club	.10
School Store	.10
Debate Club	.10

Elementary Positions

Special Program Director/SB	.30
Special Program Director/SB	.30
Play Area/Bus Supervisor/SB	.20
Play Area/Bus Supervisor/WA	.20
Play Area/Bus Supervisor/WA	.20
Play Area/Bus Supervisor/MA	.20
Play Area/Bus Supervisor/MA	.20

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CHATHAMS

By Steven J. Smith
Steven J. Smith
President

Date:

ATTEST:

Rocco P. Orlando

Rocco P. Orlando, Secretary

Date:

Association of Chatham Teachers

By Meida J. Pike
Meida Pike,
President

ATTEST:

Joseph F. Schneider

Joseph F. Schneider