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PROFESSIONAL NEGOTIATIONS AGREEMENT

1988-89, 1989-90, 1990-91

Between The
Chatham Board of Education
BOARD OF EDUCATION OF THE

SCHOOL DISTRICT OF THE CHATHAMS

And The

ASSOCIATION OF CHATHAM TEACHERS

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I. PREAMBLE

PROFESSIONAL NEGOTIATIONS AGREEMENT

THIS AGREEMENT made the 27th day of June 1988 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 1/12/88, as exclusive representatives 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, 1988 to June 30, 1991. The economic provisions for the salary guides shall be effective September 1, 1988 to June 30, 1991. 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 the dates indicated.

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.

The term "District" as used throughout this Agreement shall be defined as The School District of the Chathams.

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

All teachers are eligible for one hundred percent (100%) course reimbursement. Eligibility begins on the first day of employment, which is understood to be the first day's performance of contracted duties. Only courses commencing subsequent to the date of employment as herein described are eligible for reimbursement.

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 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 reestablished 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 at one-hundred percent (100%) and will be subject to the provisions of this Agreement which customarily regulate 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 (1/4) 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 Chathams, 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, grand-mother, 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 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 school days without pay.

5. Personal Days

In addition to participation in religious observances, teachers will have up to three paid personal days 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

Request for 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 NJSA 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

The Board will provide 100% of the cost of the medical and dental insurance plans specified below for employees covered by this agreement and their eligible family members:

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

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

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 will make every effort to insure that qualified personnel, for any vacancy that occurs during summer recess, are afforded the opportunity to be informed of and make application to fill such vacancies.

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.

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 forthcoming year, no later than April 30th of each year. In the event that this schedule cannot be adhered to, a mutually agreed-upon extension of time will be added.

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 1988-89, the number of staff days shall be 188.

In the contract years of 1989-90 and 1990-91, the number of staff days shall be 186.

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 a 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 Grievance

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 to the treasurer of the Association by the 15th of each month following the pay period in which the deductions were made. Said treasurer will disburse these monies 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 2 or 3 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 10 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 12 equal installments. From September through June, the payments will be as outlined in paragraph 1 above. The Board will mail a payment on July 1 and August 1.
 - (c) A designated percent of the gross monthly earnings will be forwarded by the Board to the Chatham 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

1988-89

Y R S	EXP	STEP	<u>PROFESSIONAL SALARY GUIDE</u>							
			<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
3	A	23,000	23,500	24,000	24,500	25,000	26,000	27,000	28,000	
4	B	23,500	24,000	24,500	25,000	26,000	27,000	28,000	29,000	
5	C	24,000	24,500	25,000	26,000	27,000	28,000	29,000	30,000	
6	D	24,500	25,000	26,000	27,000	28,000	29,000	30,000	31,000	
7	E	25,000	26,000	27,000	28,000	29,000	30,000	31,000	32,000	
8	F	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	
9	G	27,000	28,000	29,000	30,000	31,000	32,000	33,000	34,000	
10	H	28,000	29,000	30,000	31,000	32,000	33,000	34,000	35,000	
11	I	29,000	30,000	31,000	32,000	33,000	34,000	35,000	36,000	
12	J	30,000	31,000	32,000	33,000	34,000	35,000	36,000	37,000	
13	K	31,000	32,000	33,000	34,000	35,000	36,000	37,000	38,000	
14	L	32,000	33,000	34,000	35,000	36,000	37,000	38,000	39,000	
15	M	33,000	34,000	35,000	36,000	37,000	38,000	39,000	40,000	
16	N	34,000	35,000	36,000	37,000	38,000	39,000	40,000	42,000	
17	O	35,000	36,000	37,000	38,000	39,000	40,000	41,000	44,000	
18	P	38,400	39,300	41,600	45,600	47,300	49,800	49,800	51,500	

SCHOOL DISTRICT OF THE CHATHAMS

PROFESSIONAL SALARY GUIDE

1989-90

Y R S	EXP	STEP	<u>PROFESSIONAL SALARY GUIDE</u>							
			<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
	3	A	24,000	24,500	25,000	25,500	26,000	27,000	28,000	29,000
	4	B	24,610	25,145	25,680	26,215	26,750	27,820	28,890	29,960
	5	C	25,145	25,680	26,215	26,750	27,820	28,890	29,960	31,030
	6	D	25,680	26,215	26,750	27,820	28,890	29,960	31,030	32,100
	7	E	26,215	26,750	27,820	28,890	29,960	31,030	32,100	33,170
	8	F	26,750	27,820	28,890	29,960	31,030	32,100	33,170	34,240
	9	G	27,820	28,890	29,960	31,030	32,100	33,170	34,240	35,310
	10	H	28,890	29,960	31,030	32,100	33,170	34,240	35,310	36,380
	11	I	29,960	31,030	32,100	33,170	34,240	35,310	36,380	37,450
	12	J	31,030	32,100	33,170	34,240	35,310	36,380	37,450	38,520
	13	K	32,100	33,170	34,240	35,310	36,380	37,450	38,520	39,590
	14	L	33,170	34,240	35,310	36,380	37,450	38,520	39,590	40,660
	15	M	34,240	35,310	36,380	37,450	38,520	39,590	40,660	41,730
	16	N	35,310	36,380	37,450	38,520	39,590	40,660	41,730	42,800
	17	O	36,380	37,450	38,520	39,590	40,660	41,730	42,800	44,940
	18	P	41,088	42,051	44,512	48,792	50,611	52,430	53,286	55,105

SCHOOL DISTRICT OF THE CHATHAMS

PROFESSIONAL SALARY GUIDE

1990-91

Y R S	EXP	STEP								
			<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>	<u>MA+60</u>
	3	A	26,600	27,100	27,600	28,100	29,100	30,100	31,100	32,100
	4	B	27,720	28,285	28,850	29,415	29,980	31,110	32,240	33,370
	5	C	28,409	29,014	29,618	30,223	30,828	32,037	33,246	34,455
	6	D	29,014	29,618	30,223	30,828	32,037	33,246	34,455	35,664
	7	E	29,618	30,223	30,828	32,037	33,246	34,455	35,664	36,873
	8	F	30,223	30,828	32,037	33,246	34,455	35,664	36,873	38,082
	9	G	30,828	32,037	33,246	34,455	35,664	36,873	38,082	39,291
	10	H	32,037	33,246	34,455	35,664	36,873	38,082	39,291	40,500
	11	I	33,246	34,455	35,664	36,873	38,082	39,291	40,500	41,709
	12	J	34,455	35,664	36,873	38,082	39,291	40,500	41,709	42,919
	13	K	35,664	36,873	38,082	39,291	40,500	41,709	42,919	44,128
	14	L	36,873	38,082	39,291	40,500	41,709	42,919	44,128	45,337
	15	M	38,082	39,291	40,500	41,709	42,919	44,128	45,337	46,546
	16	N	39,291	40,500	41,709	42,919	44,128	45,337	46,546	47,755
	17	O	40,500	41,709	42,919	44,128	45,337	46,546	47,755	48,964
	18	P	46,429	47,518	50,299	55,135	57,190	59,246	60,213	62,269

I. EXCEPTIONS

Exceptions to the salary guide shall be made according to the following "capping" procedures:

- A. For the 1988-89 school year, no person's raise will exceed \$5,000 above his/her 1987-88 salary. The "1987-88 salary" is defined as: guide salary plus longevity.
- B. For the 1989-90 school year, any person moving from Step 0 to Step P will receive a maximum salary increase no greater than \$4,000, exclusive of longevity, above the 1988-89 dollar amount of the guide.
- C. For the 1990-91 school year, the following applies:
 1. Persons on Tracks BA, BA+15, BA+30, MA, MA+15, MA+30, moving from Step 0 to Step P will receive a maximum salary increase no greater than \$5,000, exclusive of longevity.
 2. Persons on Tracks MA+45, and MA+60, moving from Step 0 to Step P will receive a maximum salary increase no greater than \$6,000, exclusive of longevity.

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.

EXTRA PAY POSITION RANKINGS

1.00 for the 1988-1989 year = \$4800

ATHLETIC ACTIVITIES

Head Football	1.00
Asst. Football	.60
Asst. Football	.60
Asst. Football	.60
Asst. Football	.60
Head Boys Basketball	.85
Asst. Boys Basketball	.60
Asst. Boys Basketball	.60
Head Girls Basketball	.85
Asst. Girs Basketball	.60
Asst. Girls Basketball	.60
Head Baseball	.75
Asst. Baseball	.60
Asst. Baseball	.60
Head Softball	.75
Asst. Softball	.60
Asst. Softball	.60
Head Boys Track	.75
Asst. Boys Track	.60
Head Girls Track	.75
Asst. Girls Track	.60
Head Boys Soccer	.75
Asst. Boys Soccer	.60
Asst. Boys Soccer	.60
Head Girls Soccer	.75
Asst Girls Soccer	.60
Asst. Girls Soccer	.60
Head Field Hockey	.75
Asst. Field Hockey	.60
Asst. Field Hockey	.60
Head Boys Tennis	.65
Asst. Boys Tennis	.40
Head Girls Tennis	.65
Asst. Girls Tennis	.40
Head Golf	.60
Head Ice Hockey	.85
Asst. Ice Hockey	.60
Asst. Ice Hockey	.60
Head Cross Country	.60
Asst. Cross Country	.40
Head Swimming	.75
Head Wrestling	.75
Head Volley Ball	.60
CoEd Indoor Track	.60
Head Boys Lacrosse	.75
Asst. Boys Lacrosse	.60
Head Girls Lacrosse	.75
Asst. Girls Lacrosse	.60
Head Cheerleading	.70
First Asst. Fall Cheerleading	.25
First Asst. Winter Cheerleading	.25
Second Asst. Fall Cheerleading	.13
Second Asst. Winter Cheerleading	.13
Head Volleyball	.60
Intramurals	.13

EXTRA PAY POSITION RANKINGS - DISTRICT WIDE

HIGH SCHOOL

SCHOOLWIDE RESPONSIBILITIES

Coordination of:	
Student Activities	.70
Literary Magazine Advisor	.25
Newspaper Advisor	.50
Yearbook Advisor	.65
Student Council Advisor	.50

EVENT-ORIENTED ORGANIZATIONS

American Field Service Advisor	.20
Freshman Class Advisor	.25
Junior Class Advisor	.30
Key Club Advisor	.40
Asst. Key Club Advisor	.25
Model UN/Congress Advisor	.55
Asst. Model Un/Congress Advisor	.30
Pep Club Advisor	.35
Renaissance Festival Coordinator	.25
Senior Class Advisor	.35
Sophomore Class Advisor	.25

PERFORMANCE GROUPS

Concert Band Director	.30
Concert Choir Director	.30
Orchestra Director	.30
Play Director	.65
Music Advisor	.25
Art Director	.50

SPECIALTY GROUPS

National Honor Society Advisor	.20
Asst. Peer Counselling Program Advisor	.30
Photography Club Advisor	.25

COMPETITION-ORIENTED GROUPS

Academic Team Advisor	.45
Marching Band Director	.55
Asst. Marching Band Director	.45
Percussion Advisor	.30
Band front Advisor	.30
Computer League Advisor	.30
Debate Club Advisor	.20
NJ Math League Advisor	.30
Mock Trial Advisor	.30
Olympics of the Mind Advisor	.35
Science League Advisor	.35

Intramural Advisors (4)	.15
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MIDDLE SCHOOL

Student Council Advisors (2)	.20
Yearbook Advisors (2)	.15
Band Director	.15
Orchestra Director	.15
Chorus Director	.15
Photography Club (2)	.20
New Jersey Club	.10
All School Production Director	.30
Music Assist.	.10
Art Asst.	.20
Intramural Advisors (4)	.15
Math League Advisor (7th and 8th Grade)	.20
Stage Band	.30
Rocket Club	.15

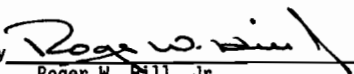
ELEMENTARY SCHOOLS

Special Program Directors (Safety Patrol Student Council, Dramatics, etc.) (4)	.30
Hand Bell Ensemble (3)	.15
Intramural Advisors (4)	.10
Play Area/Bus Supervisors (4)	.20

For the 1988-89 school year, no person shall receive an amount less than the amount received for performing the same duties during the 1987-88 school year.

The Board and Association agree to reopen negotiations for the sole purpose of determining extra-pay position salaries for the 1989-90 and 1990-91 school year.

BOARD OF EDUCATION
SCHOOL DISTRICT OF THE CHATHAMS

By 
Roger W. Hill, Jr.,
President

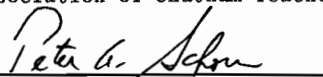
Date:

ATTEST:


Rocco P. Oriando, Secretary

Date:

Association of Chatham Teachers

By 
Peter A. Schorr,
President

ATTEST:

