

Agreement

between

THE PEMBERTON TOWNSHIP
BOARD OF EDUCATION

and

THE PEMBERTON TOWNSHIP
EDUCATION ASSOCIATION

covering the period

July 1, 2004

to

June 30, 2007

Constitution and By-Laws

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PREAMBLE

This Agreement entered into this 1st day of July, 2004 between the Board of Education of Pemberton Township, Burlington County, New Jersey, hereinafter called the "Board", and the Pemberton Township Education Association, hereinafter called the "Association", for the following purposes:

- 1) establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board;
- 2) procedures for the presentation and resolution of grievances:
- 3) regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of the Pemberton Township School District is their mutual aim; and

WHEREAS, the Board of Education has an obligation pursuant to Chapter 303, P.L. 1968, as amended by Chapter 123, P.L. 1974, to negotiate with the Pemberton Township Education Association as the representative of the employees of the Pemberton Township Board of Education; and

WHEREAS, the parties have reached certain understandings, they desire to confirm this agreement as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole collective bargaining representative within the purview of Chapter 123 of the laws of 1974 for negotiations concerning the terms and conditions of

employment for employees, whether under contract, on leave, employed or to be employed by the Board, during the term of this contract to wit; all employees of the Board of Education excluding Administrators, Supervisors, substitute teachers, secretaries to the Superintendent, Assistant Superintendent, Business Administrator, bookkeeper in the Superintendent's office, Switchboard Operators, bus drivers and mechanics, cafeteria aides and guards.

- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, as amended by Chapter 123, P.L. 1974, in a good faith effort by both sides to reach continuing agreement not only on salaries but all other conditions of employment. Negotiations shall begin no later than November 15th. By the same date, the Association agrees to present to the Board its proposals for its successor agreement. Any agreement so negotiated shall apply to all members of the negotiation unit and shall be reduced to writing and signed by all the parties.
- B. During negotiations, the Board and the Association shall present relevant data, exchange point of view and make proposals and counter proposals. Upon request of the Association, the Board will make available for inspection documents which are a matter of public record.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of the negotiations.

- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable to the effective date of this Agreement to employees covered by this Agreement shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied as to eliminate, reduce nor otherwise detract from any employees benefits existing prior to its effective date.
- E. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiation. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any other organization than the Association for the duration of this Agreement.
- G. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. The term “grievance” means a claim by any employee covered by this Agreement that, to him, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of said employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.
- D. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- E. In the presentation of a grievance the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
- F. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- G. An employee shall first discuss his grievance orally with his immediate superior (supervisor or principal). Where the immediate superior is below the rank of principal, the

principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) calendar days of said hearing.

- H. If the grievance is not resolved to the employee's satisfaction within (5) calendar days from the determination referred to in Paragraph G above, the employee may submit his grievance to the Superintendent of Schools in writing, specifying:
 - 1. The nature of the grievance;
 - 2. The results of the previous discussion; and
 - 3. The basis of his dissatisfaction with the determination.
- I. A copy of the writing called for in Paragraph H above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
- J. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard.
- K. Within ten (10) calendar days of said meeting (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
- L. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs J and K, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by the aggrieved employee, within ten (10) calendar days of the failure of the Superintendent to act, or within ten (10) calendar days of the determination by him, said employee may appeal to the Board of Education .

M. Where an appeal is taken to the Board, there shall be submitted by the grievant:

The writing set forth in Paragraphs H and K, and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to all parties affected.

N. If the grievant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own motion, conduct a hearing; or it may request the submission of the additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held.

O. The board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, his representative, if there be any, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

P. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to appeal the grievance to the next level. Notice of intention to proceed to binding arbitration shall be made no later than fifteen (15) calendar days following the Board's determination which is being appealed. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and Board shall mutually agree upon a longer time period within which to assert such a demand. Only the parties signatory to this Agreement shall have the right to proceed to arbitration and said right shall not accrue to an individual. All arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, or at the option of the Association through the American Arbitration Association.

Q. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement. The arbitrator shall not have the power to alter, amend or revise any provision of this Agreement.

In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be borne by the losing party. The cost of any transcript shall be borne solely by the party requesting it.

R. The following matters shall not be arbitrable:

1. The failure or refusal of the Board to renew a contract of a non-tenure employee;
2. Matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education;
3. Matters where the Board is without authority to act;
4. Matters involving the statutory or discretionary powers of the Board.

S. In the event a grievance arises which affects a group of employees, the Association may initiate the grievance procedure in the manner provided for in Paragraphs H and I of this Article. The Superintendent shall be advised of the names of all employees involved.

T. In the computation of calendar days, school holidays and Winter and Spring vacations (but not summer vacation) shall be excluded. 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, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest; the time limits set forth herein shall be reduced so that the grievance procedure may be

exhausted prior to the end of the school year or as soon thereafter as is practicable.

- U. Any employee shall be entitled to the assistance of an Association representative at all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.
- V. No reprisals of any kind shall be taken by the Board, by any member of the Administration, or by any member or representative of the Association, against any party witness or representative in the grievance procedure by reason of such participation.
- W. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives and witnesses heretofore referred to in this Article.

ARTICLE IV

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Law 1968 and its amendments, the Board hereby agrees that every employee employed by the Board shall have the right to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 and its amendment, other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any

activities of the Association and its affiliates, including collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. 1. No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure unless Paragraph R of Article III applies.
- 2. All criticism of any employee's work or actions shall be done in private except in case of emergency, or where, in the judgment of the administration, the health and welfare of children are involved.
- C. Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could result in the termination of employment of that employee, he shall be given prior notice (which, upon request of the employee, will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him during such meeting or interview. Any suspension shall be with pay until formal action of the Board of Education. Disciplinary suspensions not involving termination may be without pay to the extent permitted by law.
- D. Transportation of Students. Employees shall not be required to drive students. An employee may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated on an overtime rate plus mileage at IRS rate per mile for the use of his/her automobile.

E. Vacancies

1. Teaching Vacancies

A notice of vacancy in a position with the bargaining unit paying a salary differential or in a position on the administrator-supervisory level or in the summer school

program shall be posted in each school. Teachers who desire to apply for such a vacancy shall submit an application in writing within the time limit specified on the notice. The Board agrees to give due consideration to the professional qualifications of all applicants and other relevant factors including the need to assure a well-balanced staff, the effective implementation of the educational program and the public welfare. The Board reserves the right to employ a person from outside the district.

2. Support Staff Vacancies

- a. A promotional position or permanent job opening in the bargaining unit shall be posted on appropriate bulletin boards for a period of ten (10) consecutive work days with the Board having the right to temporarily fill the job until the permanent employee is obtained. Permanent employees may bid on such job openings. A copy of the opening shall be furnished the president of the Association. Job openings affecting ten--month employees shall be posted on appropriate bulletin boards in order to allow them to apply.
- b. In filling permanent job vacancies within the bargaining unit, the Board will first attempt to fill such vacancies by promoting the senior employees from the next lower-rated job title who have the requisite qualifications and ability to perform the work. The Board, in considering such applications, agrees to give due consideration to the qualifications of all applicants and staff. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted.
- c. When a job vacancy occurs, employees in that category who desire transfer to another work shift or to another school, and who have filed a written request for such transfer with the Board, will be permitted to make such transfer provided

that the employee who is transferred has the requisite qualifications and ability to perform the job satisfactorily. Such request shall be honored on the basis of the most senior employee being given preference. Once such a transfer has been granted, or a transfer offered and refused, the employee to whom the job was granted or the employee who refused the offer shall be ineligible for further transfer for a period of one (1) year. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require, which transfers shall not be arbitrarily or capriciously made.

d. After three (3) years of uninterrupted continuous service, an employee shall be appointed for an unfixed term of employment in order that he acquire, if otherwise eligible, the tenure protection afforded employees pursuant to New Jersey Statutes 18A:17-3 and 18A:17-4. Those unit members presently employed and who have completed three (3) years of service in the district shall be granted tenure upon the effective date of this Agreement.

(1) After three (3) years of continuous service, support staff employees who are not eligible for such statutory tenure protection may appeal disciplinary determinations including termination/discharge to binding arbitration.

3 a. When a permanent opening in the bargaining unit becomes available during the summer, the following procedure shall be followed:

(1) In addition to the provisions of Paragraph E of Article XVIII, the Board shall be entitled to notice of resignation from a resigning employee at least thirty (30) days prior to the first day of school in September.

(2) Any employee in the bargaining unit who wishes to be considered for a position which becomes available during the

summer shall so advise Office of Personnel in writing thereof prior to July 1.

- (3) Upon receiving notice of the availability of a position, the personnel office, shall notify, in writing, the registered employees who may then apply. In addition, the provisions of Paragraph E.2.a. of this Article shall be followed.
- (4) In the absence of the notice required by Paragraph 1, above being given, only Article IV, E.2.a. shall apply.
- (5) If an employee is not selected, he/she will be afforded the opportunity to discuss the matter with the Superintendent or his/her representatives. However, the decision of the Superintendent or his/her representatives shall be final.

b. A list of Secretarial and food service clerk vacancies of the bargaining unit for the ensuing year shall be posted in each school by March 1 and updated through May 1. The Administration will give consideration to a written request for transfer received unless in the judgment of the Administration it will not be to the mutual benefit of the Secretary or Food Service Clerk and the District. An effort will be made to honor the request which will normally become effective at the beginning of the next school year. The Administration's decision shall be final.

F. An employee, upon written request to the Superintendent or Assistant Superintendent, shall be given the permission at a mutually acceptable time to inspect his/her official personnel file which is used by the system for his/her evaluation. No material which could adversely affect any employee's employment shall be placed in his/her personnel file unless the employee has an opportunity to review the material. Any employee shall be entitled to have a representative of the Association accompany him during such review. The employee shall acknowledge that he/she has had the opportunity to

review such material by affixing his/her signature to the copy to be filed with the understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

- G. No employee shall be prevented from wearing pins or other identification of membership in the association or its affiliates.
- H. A representative of the association may attend general faculty-administration meetings as an observer.
- I. Teachers will not be required to correct standardized tests that can be machine scored.
- J. Teachers will not be required to keep attendance on the school registers after October 1st of the school year. Thereafter, registers will be kept by the Administration, including closing and balancing figures.
- K. The teacher shall have the responsibility to determine grades and other evaluations of students within the grading policies of the Pemberton Township School District based upon his professional judgment of available criteria pertinent to any given subject or activity for which he is responsible. Should a grade be changed by an administrator, the record shall so indicate and the teacher shall be advised accordingly.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official association business on school property at all reasonable times provided that it shall not interfere with or interrupt normal school operations. This shall not be construed to permit employees to leave their assigned duties except with the express permission of the Superintendent or his representatives.

- B. The Association and its representatives may have access to school buildings at reasonable hours for meetings. Such meetings shall be arranged by a formal application from the President of the Association to the Board. The Association will pay for the cost of additional janitorial services and additional utilities incident to such use.
- C. The Association may distribute official information concerning association business through use of the staff's mailboxes, interschool mail distribution and a faculty bulletin board, where and as long as such facilities exist. The Board assumes no responsibility for delivery.
- D. The Support Staff Units of the Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines and other duplicating equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use as well as the cost of repairs made necessary by such use.
- E. Faculty meetings are to be avoided on the third Monday of each month in order that the Association officers and teacher representatives may attend Association meetings after school hours. Under exceptional circumstances (where faculty meetings are absolutely necessary on these dates) Association officers, representatives and committee chairpersons will be excused by the principal. In those schools where pupils are dismissed after 3 p.m., Association officers and teacher representatives will be dismissed as soon as the buses have left the premises.
- F. At school orientation programs conducted for new teachers, a representative of the Association may address the teachers, upon request made to the building principal.
- G. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization representing any portion of the unit or potential member of the unit.

H. The Board agrees to deduct from the salaries of its employees dues for the Pemberton Township Education Association, The Burlington County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 54:14-15, 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to the treasurer of the P.T.E.A. by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

ARTICLE VI

WORK HOURS

A. Teachers

1. Except as provided in sub-paragraph 2 of Paragraph A, all personnel, covered by this Agreement shall not be required to report earlier than one-half (1/2) hour before the start of the student's school day. Effective 9/01/01 the total in-school teacher work day shall be seven (7) hours and ten minutes and shall include a duty free period during the normal lunch hour. The teacher's instructional day shall be the same as during the 97-00 contract. Effective 9/01/02 the total in-school teacher work day shall be seven (7) hours and twenty minutes and shall include a duty free period during the normal lunch hour. The teacher's instructional day shall be ten minutes more than the instructional day during the 01-02 school year. This lunch period shall be a minimum of forty (40) minutes.
2. Teachers shall be required to remain after school for faculty and/or in-service meetings. Every effort will be made to limit these meetings to one-half (1/2) hour beyond the end of the teacher's work day. In no event shall teachers be required to remain at such meetings for more than one (1) hour beyond the teacher's work

day. Except under unusual circumstances these meetings shall be limited to one (1) per week.

3. Under unusual circumstances and also during emergencies, teachers may be asked to extend their work day to assist with the supervision of transported pupils and abnormal transportation difficulties.
4. Teacher participation in Co-Curricular activities is encouraged and shall be voluntary. Selection shall be at the discretion of the Board of Education. Board approval shall be required for each formal Co-curricular activity.
5. Detention of a student imposed by a Principal or Supervisor shall be the responsibility of the Administration. All other detentions shall be the responsibility of the teacher or teachers who impose them.
6. Employees shall be permitted to leave the building during their scheduled lunch period by signing out and in, in the prescribed manner.
7. On Friday and on days preceding holidays or vacations, the teacher's day shall end when all pupils have been loaded on their respective buses for transportation to their homes.
The day before Thanksgiving, the Employees' workday will end following the dismissal of students on an early dismissal student school day schedule.
8. All parent conferences will be scheduled to begin within the teacher's work day and will continue until concluded. (Effective 7/1/04) These conferences will be scheduled in the fall and spring (1st and 3rd marking period) for Middle and Elementary schools. Elementary conferences will change from 5 days to 4 days (3 in the afternoon and 1 evening). On the 5th day, the students will be scheduled for ½ day and the afternoon would be devoted to common planning/articulation for the teachers. High school conferences will continue to be scheduled as per the 97-00 practice. All employees will have an early dismissal day the day before Thanksgiving.

9. Two (2) in-service days will be added to the school year for professional development.

Effective with 9/01/01 three (3) in-service days will be added to the school year for professional development. The Board shall provide a minimum of ten (10) hours of in-service during the school year to meet the State's requirement for professional development (100 hours over 5 years). (Effective 7/1/04) The BOE would be allowed to bank up to 3 hours for in-service. These hours would come from unused faculty meeting minutes. This time would be used only on student ½ days.

10. The teacher work year shall consist of 184 workdays, consisting of 180 student school days, 2 in-service days pursuant to A.9 above and two (2) workdays, one setup day at the beginning of the school year and one at the end of the school year to provide for opening and closing procedures. Effective with 9/01/02 the teacher work year shall consist of 185 workdays, consisting of 180 student school days, three (3) inservice days pursuant to A.9 above and 2 workdays, one setup day at the beginning of the school year and one at the end of the school year to provide for opening and closing procedures.

B. Custodian-Maintenance

1. The employee work week is as follows:

- a. Maintenance and custodial employees and AVA repairman - the work week shall consist of forty (40) hours, inclusive of the lunch period. However, in cases of emergency situations, where the immediate attention of these employees is required during the lunch period, they will not be entitled to a rescheduling of said period if it cannot be rescheduled within that work day's eight (8) hour period. Overtime for custodians/maintenance will be distributed equitably on a rotating basis.

b. Cooks- the work week shall consist of 27 1/2 hours, exclusive of the lunch period.

2. Each custodial staff member shall have two (2) uninterrupted coffee breaks of ten (10) minutes each per day, one in the morning and one in the afternoon. They shall also have an uninterrupted lunch period of not less than thirty (30) minutes per day barring emergencies. They shall also be permitted to set up their own lunch schedules, limited only in that where there are two or more custodians in any building, the lunch periods of each employee shall be at different times.

Emergencies shall be defined as activities involving the safety and welfare of the students and teachers.

3. Building principals shall, on a weekly basis, give an activities schedule to the head custodian. Changes to that schedule shall be made, when possible, at least twenty-four (24) hours in advance of the school activity.
4. Summer Hours: Summer hours for custodial, maintenance and AVA unit members shall be as follows:

Between July 1 and August 14, twelve (12) month employees shall work for a four (4) day work week as follows:

1. The daily schedule shall be 8 3/4 hours inclusive of lunch.
2. Ten (10) days prior to the opening of school, the regular five (5) day work week shall resume.
3. The current practice of a Monday through Thursday schedule for all employees shall continue except in emergent circumstances, where employees may be scheduled to work on Fridays.

C. Cafeteria workers/cafeteria clerks formerly designated as cooks/cashiers in the 1994-97 agreement.

1. This section c and its sub-parts replace and supersede any other provision inconsistent herewith.
2. All cooks will be classified as cafeteria workers. In the new organization, including satellite kitchens, all cafeteria workers will rotate around the work stations. Should a receiving “cook” be absent, his/her substitute will work in the main kitchen and a regular cafeteria worker will work in the receiving kitchen.
3. The cashier classification will be classified as cafeteria clerk and it shall be deleted from the secretarial classifications under Schedule H.
 - a. Any cafeteria clerk assigned to full-time status shall work eight (8) hours per day for five (5) days per week inclusive of the lunch period.
 - b. Any cafeteria clerk assigned to part-time status shall work four (4) hours per day for five (5) days per week.
 - c. Cafeteria workers employed prior to July 1, 1997 shall be assigned twenty-seven and one-half (27 1/2) hours of work per week exclusive of the lunch period.
 - d. Cafeteria workers shall work the student school year in addition to one (1) in-service day and one (1) day which may be scheduled as follows: one-half (1/2) day prior to the opening of school and one-half day (1/2) following the last student school day.
 - e. Cafeteria clerks shall work the student school year in addition to three (3) days at the end thereof.
4. The board shall provide in-service for full-time cafeteria workers and cafeteria clerks. The in-service program(s) will be scheduled on the same day(s) as the district-wide in-service program(s) and attendance will be without additional pay.
5. The Board will make available to cafeteria workers through the district adult school mandated local, county, and/or state health programs for career

enhancement/advancement opportunities. These shall be without cost to cafeteria workers. In the event any public health agency requires or make available certification, only those cafeteria workers who obtain and retain such certification will be considered for career enhancement/advancement.

6. In consideration of the modification agreed to by the PTEA on behalf of the cafeteria workers and cafeteria clerks and to provide a stable work force, the BOE shall take all reasonable steps to avoid the reduction in force of cafeteria workers. If, however, a reduction is warranted, the BOE shall endeavor to do so by attrition. The BOE recognizes that the stability of the work force is essential to the success of the new organization.

The work force is defined as the number of “cooks” employed in the 1994-95 school year.

D. Aides

1. The work hours are as follows:
 - a. Teaching Assistants, Library, Health, and Classroom Aides - 6 hours 10 minutes per day inclusive of a paid forty (40) minute lunch period.
 - b. Security Monitors - 7 hours 10 minutes per day inclusive of a paid forty (40) minute lunch period.

E. Secretaries

1. The work week shall consist of eight (8) hours per day Monday through Friday inclusive of the lunch period.
 - a. The lunch period shall consist of 40 minutes within the time that the school cafeteria is open.
 - b. Each employee shall have an uninterrupted lunch period, barring emergencies. Emergencies shall be defined as activities involving the safety or welfare of the students or employees.

c. Each employee shall have two (2) coffee breaks of ten (10) minutes each per day, one being in the morning and one being in the afternoon.

d. The work year shall be as follows:

12 month secretaries - July 1 to June 30

11 month secretaries - August 1 to June 30

Cafeteria Clerks - School year plus three (3) days at the end thereof

2. Summer hours for secretaries shall be as follows:

Between July 1 and August 14, twelve (12) month employees shall work for a four (4) day work week as follows:

1. The daily schedule shall be 8 3/4 hours inclusive of lunch.

2. Ten (10) days prior to the opening of school, the regular five (5) day work week shall resume.

3. The current practice of a Monday through Thursday schedule for all employees shall continue except in emergent circumstances, where employees may be scheduled to work on Fridays.

4. The secretaries' summer work schedule may be changed by mutual agreement and aligned with the vacation schedule of the immediate supervisor.

F. Between July 1 and August 14, twelve (12) month employees shall work for a four (4) day work week as follows:

1. The daily schedule shall be 8 3/4 hours inclusive of lunch.

2. Ten (10) days prior to the opening of school, the regular five (5) day work week shall resume.

3. The current practice of a Monday through Thursday schedule for all employees shall continue except in

emergent circumstances, where employees may be scheduled to work on Fridays.

ARTICLE VII

EMPLOYEE SALARIES AND WAGES

- A. Salaries of all employees covered by the Agreement for the 2004-2007 school years set forth in Schedules A through I which are attached hereto and made part hereof.
 - 1. Employees shall be paid every other Friday beginning with the second Friday in September.
 - 2. The pay schedule shall be reviewed by the parties, and published on the last day of the school calendar in June.

- B. In lieu of the statutory summer payment plan, employees may individually elect for any school year to have a stated amount of their monthly salaries deducted from their pay and deposited to their credit at the Atlantic-Burlington County Public Employees Federal Credit Union.

- C. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

- D. Teachers, Teaching Assistants, Aides, Security Monitors and Cafeteria Workers shall receive their final checks and the pay schedule for the following year on the last working day in June, but not before the 13th of the month and after all work is completed.

- E. Employees who must use their own cars to provide transportation between duty stations to fulfill their contract obligations shall be reimbursed at the mileage rate set by the Internal Revenue Service. To the extent that it is not inconsistent with the provisions of subparagraph 1 of paragraph A above, travel time shall not be considered as preparation time or lunch time.

F. Teachers

1. Special Education Teachers who were being paid an additional increment of \$200.00 prior to July 1, 1983, shall continue receiving said increment during such employment. However, said increment shall not be paid to any teacher hired to commence employment on or after September 1, 1983.
2. Teachers selected as advisors or directors of Co-Curricular activities shall be compensated at the rate set forth in Schedule "C."
3. Graduate credits and MA Degree earned shall be in the field of teaching or in the teacher's teaching field and credits allowed prior to February 10, 1969 shall continue in effect though they are not earned as herein required.
 - a. All teachers employed by the Board of Education prior to February 10, 1969 who are at the BA/S level will retain salary credit for courses above the BA/S level theretofore completed. Thereafter, for credit to be given to teachers for advancement on the salary guide, all courses for which salary credit is sought shall be on a graduate level or pre-approved undergraduate credits earned after the completion of BA/S.
 - b. For teachers who began work for the Board after July 1, 1973, in order for credit to be given for advancement on the salary guide from BA/S to MA/S, all courses for which salary credit is sought shall be in a matriculated Master's Degree program, or successfully completed NSF courses or similar programs. College credits received through Board approved in-service programs may also be used for advancement on the salary guide.
4. Advancement from Column B (B.A. Degree Earned) to columns C and D (B.A. Degree and 15 Graduate Credit Scale and B.A. and 30 Graduate credit Scale) will be based upon verification of work accomplished.

- a. Advancement to Column E (M.A. Degree Earned) will be based upon verification of the conferring of an earned master's degree.
- b. Advancement from Column E (M.A. Degree Earned) to Columns F and G (M.A. Degree and 15 Credit Scale M.A. and 30 Credit Scale) will be based upon verification of work accomplished which is not part of the required Master's program as verified by the degree issuing institution.
- c. Effective July 1, 1994, credits from courses approved in advance, whether graduate level or undergraduate level, shall be counted toward +15 and +30 above the B.A. and +15, +30, +45, and +60 above the M.A. degrees. Graduate level courses taken prior to July 1, 1994, that were not part of a Master's program requirement may be applied to movement on the salary guide upon verification from the granting institution.

G.. Employee Overtime (Excluding Teachers)

1. Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours.
- h. Any hours over forty (40) hours per week are to be considered overtime and the employee shall be paid one and one-half (1 1/2) times his regular hourly rate therefore.
3. In the event that a custodial-maintenance employee is called back to work after completing his regular work day, he shall be paid at one and one-half (1 1/2) times his regular hourly rate therefore with a minimum pay of \$10.00 per call on weekdays and a minimum of \$10.25 per call on a Saturday, Sunday or Holiday. This shall be construed to include extra-curricular events such as home and school meetings, PAL activities, community programs or emergency repairs.
4. All overtime must have the prior approval of the business administrator or maintenance or cafeteria

supervisors, as applicable, before payment will be approved.

5. The Board agrees that overtime requiring the services of a custodian shall be assigned in an equitable manner. However, it is understood that there shall be no guarantee of a mathematical equalization.
6. Cafeteria Worker's Rotating Schedule: The Board agrees that overtime requiring the services of Cafeteria Workers shall be assigned in an equitable manner. The Board, therefore, will establish a rotating schedule for Cafeteria Workers so as to insure, as far as possible, that Cafeteria Workers have an opportunity to accept or reject work occurring after the normal school day. The head cook of the school at which the activity or event occurs shall work the event so as to insure proper operation of the facility and its equipment.
7. It is understood and agreed by the Board and the Association that a custodial or maintenance job which requires a Black Seal License in connection with the district's Community Education program shall have a rate of \$4.00 per hour. Any custodial or maintenance employee who is assigned to work overtime in connection with the Black Seal requirement shall receive pay at the rate of \$6.00 per hour representing 1 1/2 times the aforementioned job rate.
8. When an employee assumes the duties of a higher rated position for more than ten (10) consecutive work days, he/she shall be paid retroactive to the first day at the higher rate for each day of work completed.

ARTICLE VIII

EMPLOYEE-ADMINISTRATION LIAISON

- A. The Association, as representative of the employees, and the Board, each recognize the need and desirability for effective and continuing communication on subjects related to current school practices and problems, including, but not limited to: curriculum programs, non-teaching duties, employees' facilities, specialists,

supportive services, food service, custodial and maintenance services, teaching aids and secretarial services, etc. To that end, a Liaison Committee shall be established. Said committee shall consist of members appointed by the Association and by the Superintendent of Schools. The Association committee shall consist of a chairperson, three representatives of teachers, one representative for custodian/maintenance/cafeteria workers, one representative for secretaries/cafeteria clerks, and one representative for aides. Said committee shall meet monthly during the school year at times scheduled by mutual agreement to discuss and review current problems and practices of mutual interest and make recommendations to the Superintendent for consideration by the Board in order that quality education may be maintained and improved. Service on the committee shall be voluntary and without compensation.

- B. By September 30th of each year there shall be established a Building Level Advisory Committee consisting of representatives who will meet at least once a month to discuss and review building problems and make recommendations with respect thereto. The recommendations of the committee shall be distributed to the staff and submitted to the Superintendent. It is understood that the ultimate responsibility for approving committee action shall be with the Superintendent.
- C. An effort will be made to avoid announcements over the Public Address System at times which will interfere with the instructional program.
- D. An effort will be made to avoid reading previously distributed printed material at Faculty Meetings.

ARTICLE IX

LEAVES OF ABSENCE

A. Sick Leave

1. All ten-month employees shall be entitled to ten (10) sick leave days each school year; all eleven-month employees shall be entitled to eleven (11) sick days per year; and all twelve-month employees shall be

entitled to twelve (12) sick leave days per year. Such leave is authorized as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Notification of Accumulation: Employees shall be given a written accounting of accumulated sick leave days no later than June 30 of each school year.
3. Upon retirement from the District, as certified by the Division of Pensions, the Board will pay the retiring employee retirement pay calculated at the following rate for all unused sick days in Pemberton Township under this Article.

a. For the 2004-2007 school years:

- | | |
|----------------|---------|
| (1) Teachers | \$71.00 |
| (2) All others | \$58.00 |

4. In the event of the death while under contract of an employee having at least ten (10) years of continuous service in the district, the Board shall pay to his/her estate a sum for accumulated unused sick days in accordance with the following:

a. For the 2004-2007 school years:

- | | |
|----------------|---------|
| (1) Teachers | \$71.00 |
| (2) All others | \$58.00 |

5. If an employee is absent on sick leave for three (3) consecutive days or more, a Doctor's Certificate shall be required. If an employee is absent because of illness immediately before or immediately after a holiday, of more than one (1) day or on the first or last day of school, a Doctor's Certificate shall be required.
6. A deduction of 1/200ths of a teacher's annual salary shall be made for each day of unexcused absence, including all days during the holiday, if such Doctor's

Certificate is not furnished. The Board reserves the right to have the School Physician certify absences due to illness.

7. Absenteeism: Failure of an employee to call in when sick or otherwise absent will result in loss of the day's pay and subject him to disciplinary action notwithstanding that he has sick leave days otherwise available.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

All employees shall be entitled to non-accumulative temporary leaves of absence with full pay during each school year in accordance with the following.

“Immediate family” is defined as being parents, parents-in-law, spouses, children, brother, sister, son-in-law, daughter-in-law and members of the immediate household.

A. Death & Serious Illness

1. In the event of a death in “immediate family,” an allowance of up to five (5) days’ leave within a seven (7) day period following the date of death shall be granted. The fact that the employee would not have been scheduled to work during this period due to school not being in session does not entitle him/her to any additional time off.
2. In the event of the death of a grandparent, grandchild, aunt, uncle, niece or nephew, the affected employee shall be entitled to a leave of absence with pay on the day of the funeral.
3. Teaching Assistants, Aides and Security Monitors hired prior to July 1, 1987 shall also be entitled to one (1) day’s leave with pay for the death of nieces, nephews, aunts and uncles.
4. In the event of a serious illness in the “immediate family,” certified by a duly licensed physician, an

allowance of up to three (3) days' leave shall be granted in each school year.

5. All Staff: In the event other emergencies arise, such as Court appearance under subpoena, jury duty, funeral attendance, etc., an allowance of up to three (3) days' leave may be granted with prior approval of the Superintendent.
 6. All applications and responses for leaves shall be presented in writing on forms provided for that purpose.
 7. For each period of absence, an employee will be required to complete and file an appropriate form with the office of the Superintendent, regardless of the nature of the absences and the type of leave involved.
 8. Sick leave is not to be considered similar to military leave time or as earned vacation time.
 9. Upon written request other leaves of absence without pay may be granted by the Board at its discretion.
- B. Personal Leave. This leave is provided to enable the employee to take care of personal business which cannot be accomplished outside the school day. Personal leave is not to be used for purposes of pleasure, recreation, housework, resting, extending vacations, family birthdays or the like.
1. Each employee who has served more than one (1) school year in Pemberton Township shall be granted three (3) days' personal leave with pay during the school year. Each employee who has served more than at least one (1) semester but less than (1) school year in Pemberton Township shall be granted one (1) day personal leave with pay. This leave shall be non cumulative. Each personal leave request must be made directly to the employee's building principal or immediate supervisor forty-eight (48) hours prior to the desired time off, and is subject to the Superintendent's approval, which shall not be unreasonably withheld. If a request is made less than forty-eight (48) hours prior to the desired time off, the granting of same shall be

discretionary with the Superintendent or his designee. Not more than two (2) per-cent of the persons in any employment category will be excused on the same day, except in cases involving religious holidays or time off indicated by statute. Only two (2) personal days which have not been taken during the school year shall be added to the employee's accumulated sick leave provided for in Article IX, Section A.

Except in cases of extenuating circumstances personal leave will not be granted with pay on the following:

Teachers: On any of the first fifteen (15) or the last fifteen (15) school days in a school year, nor two (2) days before or after Thanksgiving, Winter or Spring holidays or NJEA Conventions.

Secretaries & Cafeteria Clerks: On any of the first ten (10) or the last ten (10) school days in a school year.

Teaching Assistants, Aides, Security Monitors, Cafeteria Workers, Custodians, Maintenance, Groundskeepers: On any of the first five (5) or last five (5) pupil school days in a school year.

2. Employees shall be granted a maximum of five (5) workdays without pay for the purpose of honeymooning. Employees may utilize two personal leave days, if available, for such leave.

C. Jury Duty. An employee summoned for jury duty shall give notice thereof to his/her principal or immediate supervisor as soon as possible after receiving the summons. During the term of such duty, he/she shall be paid his/her regular pay less pay received from the court. (This does not include mileage pay).

D. Military Reserve Component Duty. Any employee ordered to active duty as a member of the organized reserve of the U.S. Army, Navy, Air Force, Marine Corps, or other organization affiliated therewith shall be entitled to a leave of absence without loss of pay or time on all days on which he/she is engaged in annual training.

Such leave shall be in addition to the regular vacation allowed such employee.

- E. Organized State Militia. Any employee who is a member of the organized state militia shall be entitled to a leave of absence not to exceed ninety (90) days per year without loss of pay or time on all days during which he/she is engaged in militia duty ordered by the Governor of the State of New Jersey.
- F. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.
- G. Other leaves of absence with pay may be granted by the Board of Education for a good reason.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. All full-time employees shall be entitled to extended leaves of absence in accordance with the following:
 - 1. Child Rearing Leave
 - a. Teachers

Any teacher who becomes pregnant shall notify the Superintendent of her pregnancy and the anticipated date of her delivery as soon as same is medically confirmed by her doctor. Except as provided in paragraph 2, said teacher shall be eligible to receive maternity leave, without pay.

- (1) The teacher shall make written application for such leave indicating the date on which she desires to leave work and the date she desires to return. Such application shall be made at least ninety (90) days prior to the date the leave commences. The Board shall honor the leave dates so requested if the same will not substantially interfere with the educational program, and subject to the following condition:

- (a) With respect to tenured teachers, child care leave shall be granted for at least twelve (12) months but shall not exceed eighteen (18) months with the return to work being only at the beginning of school in September or the beginning of the third marking period in February.
 - (b) The Board cannot guarantee that, upon return to work, such teacher will be assigned to the same building, class, room or grade she had before such leave.
 - (c) Tenured teachers in the school district adopting an infant child may receive similar leave ([b] above) which shall commence upon his/her receiving defacto custody of said infant.
 - (d) The Board shall not be required to continue the leave of absence of a non-tenured teacher beyond the school year for which she was hired, or to offer tenure or a new contract to a non-tenured teacher.
 - (e) Should the teacher request an extension of the leave as in (a) above, and if such request is approved by the Board, the date of the requested return shall be adjusted by the Board in its discretion to commence in September or the first day of the 3rd marking period.
 - (f) If a teacher decides not to return from a child care leave, the teacher shall notify the Superintendent by giving written notice at least sixty (60) days before the leave expires.
- (2) Consistent with the New Jersey Temporary Disability Law (N.J.S.A. 43:21-25, et seq.), disability related to pregnancy, childbirth and/or related medical conditions is treated in the same manner as any other disability. Accordingly, if the employee has any

accumulated unused days of sick leave, they may be used during said disability upon certification by her attending physician that she is personally unable to perform her duties. Upon disability ending, said physician will also so certify.

- (3) In the event that a teacher's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said teacher may apply for early reinstatement by filing a written request with the Superintendent. Such request will be honored unless the Board has employed under contract a replacement to cover for the period of the requested leave. In all cases of return from maternity leave, the teacher will be required to furnish a physician's certificate that she is medically able to resume or to continue to perform her duties.
- (4) The Board agrees that it will comply with the applicable federal and state laws and regulations relating to disability relating to pregnancy, childbirth and/or related medical conditions as interpreted and amended by the courts and administrative agencies having appropriate jurisdiction.

b. All Other Employees

- (1) The Board agrees that it will comply with the applicable federal and state laws and regulations relating to maternity leave as interpreted and amended by the courts and administrative agencies having appropriate jurisdiction.
- (2) Any employee who becomes pregnant shall notify the superintendent of her pregnancy and the anticipated date of her delivery as soon as same is medically confirmed by her doctor. Said employee shall be eligible to receive maternity leave without pay.

- (3) Such leave shall begin at a date requested by the employee. The Superintendent may, at any time, request a doctor's certificate stating that a pregnant employee is physically able to continue work.
 - (4) Such leave will extend until the beginning of the following school year. However, if any employee notified the Superintendent, prior to beginning of maternity leave, of her desire to return to work within the school year in which leave is taken, arrangements will be made for her return to work. In determining the date of the employee's return to work, consideration shall be given to the effect on the education of the pupils. Under normal circumstances, the return at the beginning of the semester will be preferred.
 - (5) The Board cannot guarantee that, upon return to work, such employee will be assigned to the same building or job classification she had before such leave.
 - (6) The foregoing shall not require the Board to continue the leave of absence of a non-tenured employee beyond the school year for which she was originally hired, or to offer tenure or a new contract to a non-tenured employee.
2. Disability Leave - Due to a medical disability, employees shall be granted an extended leave of absence with/without pay, subject to the provisions of Article IX. Such leave may be subject to medical verification if requested by the Board.
 3. In the case of pregnancy, a female employee may use credited sick days for disability due to pregnancy, childbirth and recovery therefrom. Use of sick leave for the period of disability outside of the periods of one month before and a month after delivery will require verification from the attending physician if requested by the Board.

4. Illness in Family

All Staff - After an employee has completed five (5) years of continuous service in the Pemberton Township School District, a leave of absence without pay for the purpose of caring for a sick member of the employee's "immediate family" may be granted for up to one (1) calendar year and such additional time as will permit the leave of absence to terminate on the following June 30. Such leave shall not interrupt the employee's employment with the Board, and if the ten (10) month employee has worked for five (5) months or more during the school year in which the leave is granted, the employee shall be placed on the next step of the salary guide upon his/her return to work. Twelve (12) month employees shall work for six (6) months or more during the work year in order to be placed on the next step of the guide upon his/her return to work.

5. Military – Teaching Assistants, Secretaries, Cafeteria Clerks, Cafeteria Workers, Custodians, Maintenance & Groundkeepers - Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

6. Return from Leave - Secretaries, Cafeteria Clerks, Cafeteria Workers, Custodians, Maintenance and Groundkeepers

a. Salary. Upon return from leave granted pursuant to Section 3 of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section 1, 2 or 6 of this Article.

b. Benefits. All benefits to which employee was entitled at the time his leave of absence

commenced, including unused accumulated sick leave, shall be restored to him upon return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

7. Extensions and Renewals – Secretaries, Cafeteria Clerks, Cafeteria Workers, Custodians, Maintenance, Groundskeepers - All extensions or renewals of leave shall be applied for and granted in writing.
8. Good Cause - Other leave of absence without pay may be granted by the Board for good reason.
9. Employees shall be entitled to leaves pursuant to either the New Jersey Family Leave Act or the Federal Family and Medical Leave Act, whichever may be applicable. Any childrearing leave taken there-under shall not be in addition to any childrearing leave granted by this agreement but rather shall be incorporated therein.

ARTICLE XII

SNOW DAYS

- A. Teacher absences because of snow or inclement weather when school is in session are without pay. Salary deductions will be made accordingly. Any deductions that are made are on 1/200ths of a teacher's salary for each day's absence.
- B. On days when the schools are closed because of snow, ice or poor road conditions, it shall be a regular work day for all maintenance and custodial employees. If roads are hazardous, said employees may arrive late and/or leave early in accordance with the procedure adopted by the Building and Grounds Supervisor. Employees who expect to arrive late shall call the Building and Grounds office to so advise.
- C. All support staff members of the Association will be notified in the same manner as Administrators and teachers.

- D. All custodians and maintenance personnel are required to report to work as soon as the road conditions permit so that the schools are ready to reopen the next school day. Night custodians are to report day hours whenever possible. Night custodians hired on or after July 1, 1994 must report for day hours on snow days. Exceptions will be made for night custodians holding other day employment. Employees not reporting for work will not be paid unless they present a doctor's note certifying that absence was for illness. Personal days previously approved will be honored. Regardless of the time that a custodian reports for work, he shall work a full day. The length of a full day will be determined by the Superintendent or his designee.
1. The exceptions regarding night custodians set in the third sentence in paragraph D above shall not apply to any employee hired on or after 7/1/94 and such employees shall not be excused from reporting for day hours.
- E. If it should snow Friday night, Saturday or Sunday and it is necessary to call in custodian and maintenance personnel, they shall receive time and one-half pay for working during the weekend. Overtime in this situation will be upon authorization of the Superintendent, maintenance supervisor and/or business administrator.
- F. Night custodians may leave early if it should snow during a school day with the permission of the Building and Grounds Supervisor, provided most of the regular work is completed so that school may open the next day. The standard for decisions to leave early shall be uniformly applied and the decision to leave early shall be uniformly communicated.
- G. On inclement weather days, no secretarial employee shall stay longer than thirty (30) minutes after the last bus leaves, nor shall any employee be required to work beyond the normal work day. Furthermore, during serious weather conditions where the school day is adjusted due to snow, ice or poor road conditions, a reasonable application shall be used to determine the secretarial employees assignment after the last bus leaves.

ARTICLE XIII

VACATIONS AND HOLIDAYS

A. Vacation: Employee shall be eligible for vacations on the following basis.

1. Each custodian/maintenance person on a twelve (12) month contract is entitled to paid vacations as follows:

Experience in Pemberton Township
Paid Vacation

Less than 6 months	None
6 months to 1 1/2 years	1 week
1 1/2 to 8 years	2 weeks
8 to 15 years	3 weeks
Upon completion of 15 years of employment	4 weeks

a. Vacations will normally be taken July 1 up to just prior to the last 5 work days in August and cannot be carried over from one year to the next; however, the unit member shall have the option of taking his vacation at other times during the school year, upon prior approval by the administration, which approval will not be unreasonable withheld. No more than fifty (50) percent of the custodians/maintenance employees in each location shall be eligible for vacation during Winter and Spring break. District seniority shall apply at the location.

2. Secretarial employees shall be eligible for vacations on the following basis:

Each employee on a 12 month contract is entitled to twenty-two (22) days paid vacation.

Each employee on a 11 month contract is entitled to two (2) weeks paid vacation.

a. Vacations will normally be taken between July 1 and August 14 and cannot be carried over from one year to the next. Four (4) days vacation may

be taken between October 15 and May 15, such vacation to be aligned with the administrative vacation schedule. However, the unit member shall have the option of taking his/her vacation at other times during the school year upon prior approval of the administrator, which approval shall not be unreasonably withheld.

3. Secretarial employees hired after July 1, 1987 shall be eligible for vacations on the following basis, except those employees whose current vacation schedule exceeds the rates below, shall continue such vacation schedule, until their indistrict service coincides with the proposed schedule.

Experience in Pemberton Township
Paid Vacation
(12 months)

Less than 6 months	None
6 months to 1 year	1 week
2 to 5 years	2 weeks
6 to 9 years	3 weeks
10 years or more	4 weeks

Experience in Pemberton Township
Paid Vacation
(11 months)

Less than 6 months	None
6 months to 1 year	3 days
2 to 5 years	1 week
6 years or more	2 weeks

4. Employees shall be paid vacation pay before the start of their vacation provided checks are available.
5. a. Effective with the ratification of this agreement new hires appointed to 11 month positions shall not be eligible for paid vacation.
 - b. All current employees who may be reassigned or promoted to these positions shall be grandfathered. This excludes long term subs.

B. Holidays

1. All employees covered by this Agreement shall not be required to work on legal holidays when school is not in session. In addition, except for custodians and maintenance personnel, no employee shall be required to work when school is otherwise closed in accordance with the school calendar.
 - a. Custodians and maintenance personnel shall not be required to work on the following days if school is closed or not in session:
 - (1) Day After Thanksgiving
 - (2) The day before Christmas
 - (3) The day after Christmas
 - (4) The day before New Year's Day
 - (5) Martin Luther King's Birthday
 - (6) Good Friday
 - (7) Easter Monday
 - (8) NJEA Convention - one (1) day.
 - b. In the event any of the named holidays in (a) above or (d) below fall on a day when school is in session or is open, then another day off with pay in lieu thereof shall be scheduled by the business administrator for each employee affected.
 - c. In order to be eligible for holiday pay, an employee must work the last regularly scheduled day before the holiday and the first regularly scheduled work day after the holiday unless absent for justifiable reason.
 - d. In the event Christmas falls on a weekend, employees shall receive the Friday before and the Monday after as the day before Christmas Day holiday and the Christmas Day holiday respectively. In the event New Year's Day falls on a Saturday, employees shall receive the Thursday and Friday before as the day before the New Year's holiday and the New Year's Day respectively. In the event New Year's Day falls on a Sunday, employees shall receive the Friday before and the Monday after as the day before New Year's Day holiday and the New Year's Day holiday respectively.

2. Aides receive no pay for holidays or days where school is closed or otherwise not in session.

ARTICLE XIV

BOARD'S FUNCTION

- A. Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to the applicable laws and regulations and such other functions as are normally and customarily exercised by boards of education in the management of the school district.

ARTICLE XV

INSURANCE PROTECTION

- A. Subject to sub-paragraph 1 of this paragraph the Board of Education shall provide, at its expense, Medallion Group Blue Cross and Blue Shield with unlimited Rider J and unlimited Major Medical coverage for both the individual and the family. In addition, the Board shall also provide medical emergency room coverage as well as provide catastrophic coverage under the Major Medical, adult physical examinations and well-child immunization under age 6. In addition, dependents shall be covered to age twenty-three (23).
 1. Any employee hired on or after July 1, 2001, with three (3) or more years of experience in a public, private, or parochial school shall be covered for individual and dependent coverage based on eligibility for such coverage, except that medallion plan coverage shall at no time be available to such employee.

All other employees hired after July 1, 2001 with less than three years of experience as above, shall be covered for single health insurance benefits only under this article during his/her first two (2) full years of employment. However, such employee may purchase

dependent coverage at his/her expense through payroll deduction. Upon completion of two (2) full years employment, he/she shall be eligible for health insurance benefits on the same terms and conditions as other employees except that medallion plan coverage shall at no time be available to such employee.

Dependents shall be covered to age 19, except full time students who shall be covered to age 23.

Office visit copays for all plans for all employees shall be:

2004-2007 \$15.00

2. Any employee now enrolled in the Medallion plan who elects to withdraw there from and enroll in any other district offered plan shall be paid by the district a one-time payment of \$600.00. However, once such election is made and payment received, the employee shall not be eligible to be reinstated into the Medallion plan.
- B. The Board of Education shall provide, at its expense, Blue Cross-Group Health Care Protection - Prescription Program, including birth control of a Fixed \$10.00 Co-pay for generic and \$15.00 Co-pay for prescribed brand medication \$5.00 if generic is not available (\$5.00 co-pay for mail order 60-90 day supply) individual coverage for both the individual and family. Change was effective 7/1/02.
- C. The Board of Education shall provide, at its expense, Blue Cross and Blue Shield Dental Plan designated as R & C, with no deductible on combined P/D at 100% and T/T at 80%, Prosto 50% with M.T.; Perio 50%; Ortho 50% (\$1,000 maximum); and I&C O.S. 50% for the individual employee. The Board of Education shall provide family coverage as above by payroll deduction provided threshold enrollment is met.
- D. The Board of Education shall provide, at its expense, a VSP Vision Care Plan for the individual employee with an

initial \$10.00 deductible. Family coverage shall be provided through payroll deduction provided threshold enrollment is met.

- E. There shall be no duplication of coverage; viz., if a married employee is covered under a plan provided by the spouse's employer, the Board will not provide duplicate coverage.
- F. Unit members covered under "e" above shall receive \$1,000.00 for waiver of the insurance plan provided in Paragraph "A." (See details of waiver plan after Understandings - page 58).
- G. The insurance carrier will be expected to provide each employee with an identification card and a description of the health-care insurance provided under this Article.
- H. The Board will permit employees on sick leave or on maternity leave to continue to maintain Blue Cross and Blue Shield coverage and VSP as per above paragraphs by payment to the Board of the monthly premium after the employee has used all accumulated sick leave provided under Article IX except as otherwise required by the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.
 - 1. a. An employee who retires from the Pemberton Township School District pursuant to TPAF or PERS, with twenty (20) years of service in the district shall be provided with insurance coverage for the individual at no cost to the employee. Such benefit shall commence at age 55 and continue up to age 65. He/she may continue family coverage at his/her own expense.
 - b. If the employee who retires and is eligible for coverage under State law, with premiums for SHAP paid for by the State (N.J. State Health Benefits Program Act, N.J.S.A. 52:14-17.25, et seq.), then said employee's entitlement to Board paid coverage under 1.a. above shall cease. However, benefits under prescription, vision, and dental coverages shall continue to be available as provided in a. above.

2. If the employee retires prior to age 55, he/she shall be eligible for this coverage upon attaining age 55 and upon fulfilling the stated requirements. In addition, said retiree may participate in the Board's medical insurance programs at his/her expense prior to age 55.

The above provisions shall remain applicable to current employees and retirees and that these provisions will not apply to new hires, effective on date of ratification of this agreement or 7/1/2001 whichever comes sooner.

- I. An employee who retires pursuant to the Teachers/Employee Pension and Annuity Fund may continue coverage under the Board's medical insurance program at his/her expense.
- J. The Board will open enrollment to any new HCP/HMO which receives a minimum of 5 percent participation. If the number enrolled is less than 5 percent, the Board will permit a staff to enroll provided their HCP/HMO bills the Board through one of its existing insurance brokers.
- K. The Board will permit any staff member to join a tax sheltered annuity plan with payroll deduction paid by the employee provided that the insurance carrier secures a minimum of 5 percent participation.
- L. Wage insurance plan to continue as in 03-04.

ARTICLE XVI

EMPLOYEE FACILITIES AND EQUIPMENT

A. Teachers

1. During the term of this contract, the Board shall continue to provide the following:
 - a. To continue to provide a faculty work area for the preparation of instructional materials, and an appropriately furnished room which shall be reserved for the exclusive use of faculty members as a faculty lounge where said rooms or areas presently exist.

- b. Provide a serviceable desk, chair and, upon request, a filing cabinet for the exclusive use of the teacher.
- c. A designated area in the cafeteria, or within each school, as a faculty dining area.
- d. Make a complete inventory of A.V.A. equipment of every building and provide for at least one (1) complete overhaul or replacement of non-operational office equipment and audio-visual aide machinery per year.
- e. Closet space for each employee to store coats, overshoes, and personal articles either within the classroom or work area or in hall lockers adjacent thereto.
- f. Each faculty room shall be provided with a typewriter and a work table.

B. Cafeteria Workers, Custodians, Maintenance

1. Maintenance, custodians, groundskeepers, and cafeteria workers shall be provided with five (5) sets of uniforms annually at Board expense, to be delivered by the opening of school, the maintenance of which shall be responsibility of each individual employee. The style and material be be determined by a joint committee established by the parties.
 - a. Each head custodian shall receive one pair of coveralls per week which shall be supplied through the current uniform service.
2. The Board of Education's work shoe vendor program whereby a shoe vendor will, during work hours fit and provide to each custodian, cafeteria worker and print aide one (1) pair of work shoes per year at Board of Education expense shall continue for the term of this agreement. The shoes provided will meet or exceed the quality standard established by the shoe committee consisting of the Assistant Superintendent for Business/Board Secretary, Building and Grounds

Supervisor, Building and Grounds Assistant
Supervisor, District Safety Officer, President of PTEA
and two (2) employees appointed by the Association.

- a. The employee is required to wear the shoes on the job.
 - b. The shoes shall be a closed, laced, oxford-type of work shoe with slip resistant soles.
 - c. In the event that an employee does not regularly wear the work shoes (other than for short periods related to repair), (i) he/she shall receive a verbal warning for the 1st offense (ii) he/she shall receive a written warning to be placed in the "central" file for the second offense (iii) if the infraction continues the employee shall be required to refund the shoe allowance to the Board through payroll deduction.
3. The Board agrees to supply all maintenance personnel with coveralls.
 4. The Board agrees to install a telephone in each kitchen for use by kitchen personnel.
 5. The Board shall furnish each cafeteria worker with three (3) cloth aprons per year, the maintenance of which shall be the responsibility of each individual cafeteria worker. The Board shall also continue to make plastic aprons available to the cooks as well.

C. Security Monitors

All security monitors will be provided six (6) shirts each year, long or short sleeved, at the option of the employee and safety vests each year, which will be returned at termination of employment. Security monitors will also be provided one (1) windbreaker jacket, style and material to be determined by a joint committee established by the parties. All security monitors are required to wear their uniforms. In the event a security monitor fails to wear his/her uniform a verbal warning will be issued. Continued failure to wear the uniform provided shall result in a written warning. If the infraction continues the employee may be sent home without pay.

D. All Employees

All employees are to observe self-practices and procedures to conserve and wisely use school facilities, supplies and equipment. Failure to comply, or the using of supplies and equipment by the employee for his own use, will subject him to disciplinary action.

ARTICLE XVII

PREPARATION PERIODS AND TEACHER SCHEDULES

- A. Each high school and middle school classroom teacher shall be given one (1) duty-free period per day solely for preparation of his/her classes.
- B. Each elementary classroom teacher shall have the right to use time for preparation when a specialist is supervising the said teacher's class.
- C.
 - 1. Except under unusual circumstances when it is necessary to schedule more than three (3) consecutive periods or provide curriculum coverage, the Board will arrange high school and middle school teacher's schedules so that no more than twenty-five (25) teachers will be required to teach more than four (4) consecutive periods. These teachers will be assigned on a yearly rotating basis. Under no circumstances will a teacher be assigned more than four (4) consecutive periods of teaching and/or supervisory duty.
 - 2. Should the middle school organization be restructured from the current high school model, the parties will form a committee to address the above issue.
- D. For those teachers who teach pre-first grade through grade three (via, where there are no physical education teachers) weather permitting, playground duty will be scheduled on a shared basis so that teachers have preparation periods on alternate days.
- E.
 - 1. The Board will provide elementary teachers with two hundred minutes of preparation time during each five

(5) day teaching week in the school year. Where, due to vacations, holidays or other causes, the work week is less than five (5) days, the weekly preparation time shall be reduced proportionately.

2. The Board will make every effort to provide a daily forty (40) minute, duty free, continuous prep period for elementary teachers utilizing the following procedure:

Step 1- Principals will prepare a master schedule for the anticipated classes and enrollment prior to the opening of school in September. A copy of the schedule will be made available to the Association when completed.

Step 2- In cases where either the initial schedule does not provide for said prep or as a result of subsequent enrollment or changes in class section said prep periods are not provided, the principal shall involve the appropriate supervisor(s) to determine if a district-wide accommodation can be made to remedy the situation.

Step 3- In cases where the principal and supervisor(s) have been unable to provide said prep, the matter shall forthwith be presented to a committee for resolution. That committee shall consist of: two (2) elementary principals appointed by the Board; two (2) supervisors appointed by the Board; and two (2) teachers appointed by the Association.

The review processes set forth in steps 2 & 3 above shall be completed within twenty (20) school days from the date that the lack of said prep is identified.

F. It is recognized that there are times when, due to teacher absences and the unavailability of substitutes, the administration must assign a teacher to cover a class, thereby depriving the teacher of a preparation period. In order to spread such assignments to all teachers in an equitable manner, a roster of teachers in each building will be prepared and an effort will be made to make substitute assignments from the roster on a rotating basis. Situations where teachers mutually agree to cover for each other shall be accepted for the operation of this program. In no case shall a teacher having in-school

suspension at the high school be asked to cover the class of an absent teacher during the time said teacher is in charge of in-school suspension.

1. Elementary

There shall be payment for class coverage when a substitute is unavailable, with an amount to be prorated among those receiving teachers who are providing coverage as follows:

Effective July 1, 1991, payment shall be based on the substitute rate for that school year to be divided between/among receiving classroom teachers.

2. Secondary (7-12)

a. There shall be payment for class coverage when a substitute is unavailable as follows:

(1). Effective July 1, 1991, payment shall be based on the applicable substitute rate prorated to the number of class periods covered by the teacher.

3. a. The Administration may assign a teacher to teach six (6) classes a day. However, an assignment to teach six (6) classes a day cannot exceed two successive semesters, after which a like number of semester assignments shall be for only five (5) periods a day.

b. The administration may assign a teacher to teach six (6) classes a day. Effective, September 1, 1998, in the event that such an assignment is made for more than two (2) consecutive semesters or the equivalent of one (1) continuous school year, the teacher shall be paid in the amount of: \$10.50 (04-05), \$11.00 (05-06), \$11.50 (06-07) (per period compensation retroactive to the first assignment.

c. Assignments prior to February 1998 shall not be considered in computing consecutive assignments.

ARTICLE XVIII

EMPLOYMENT PROCEDURE

- A. The Board of Education will hire only teachers with Standard Certificates or in an alternate route program except in special areas (for example, Vocational, Industrial Arts, Instrumental Music, Nurses and Special Service personnel) where State regulations authorize or permit employment of teacher holding substandard certificates.
- B. All teachers, secretaries and cafeteria clerks shall be notified of their contract and salary status for the ensuing year no later than April 30th. They shall respond to the Board within fifteen (15) days after receipt of such notice.
- C. Prior to April 30 of each year, each non-tenured custodian, maintenance, cafeteria worker and aides shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year; and if such employee desires to discuss an unfavorable recommendation with a representative of the Board of Education, he will be provided an opportunity to do so upon making written request, filed with the superintendent prior to June 11 immediately following.
 - 1. In addition, the Board shall, no later than June 15th of each school year, provide to each non-tenured aide, teaching assistant, and security monitor a letter declaring its intent to rehire or not to rehire him or her.
- D. Each employee shall be placed on his proper step of the salary schedule, if any, as of the beginning of the school year or work year, whichever is applicable. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- E. Any employee, except secretaries, cafeteria clerks and aides, who resigns from his/her position shall give sixty (60) days' notice to the Board of Education. Secretaries, cafeteria clerks and aides shall give two weeks notice. The Board of Education shall give sixty (60) days' notice

to the employee in case of termination and/or non-renewal.

F. Any employee who is entitled to earned vacation shall be paid according to the proportion of full months worked to the total contract year unless proper notice has not been given.

1. If the proper notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice, actually given. For this purpose, twenty (20) full working days shall be used in calculating the amount of notice given by the employee.

G. BLACK SEAL LICENSE

1. The Board may, at its discretion, require a custodial or maintenance employee to obtain and maintain in effect a Black Seal License. In such cases, the Board shall bear the expense thereof. The Board shall also provide sufficient time off from work to enable the employee to attend classes necessary to obtain said license.

2. The Board shall pay for the Black Seal License fee, whether it be an initial fee or a renewal.

ARTICLE XIX

TRANSFER, REASSIGNMENT AND PROMOTIONS

A. Transfers, reassignments and promotions shall be as follows:

1. Teachers

- a. A list of teaching vacancies for the ensuing year shall be posted in each school by March 1st and updated through June 30. The Administration will give consideration to a written request for transfer or reassignment received prior to June 30, from a teacher in the district when in the judgment of the Administration such transfer will be to the mutual benefit of the teacher and the district. An effort will be made to honor the request which will normally become effective at the beginning of the next school year. These requests shall be considered for vacancies, whether the vacancies are required to be posted or not. Included for such consideration are vacancies filled during the school year.
- b. When in the judgment of the Administration an involuntary transfer or reassignment becomes necessary, the teacher or teachers affected will be notified in person (or by certified mail during vacation). In addition, the Association shall be notified in writing of all involuntary transfers. Such teacher will be afforded the opportunity to discuss with the Superintendent or his representatives the reasons for the change.

2. Secretaries and Print Material Aides

a. Vacancies

A list of vacancies of the bargaining unit for the ensuing year shall be posted in each school by March 1 and updated through May 1. The Administration will give consideration to a written request for transfer received prior to May 1, from a Secretary or Print Material Aide. However, such

transfer shall not be granted unless in the judgment of the Administration it will be to the mutual benefit of the Secretary or Print Material Aide and the District. An effort will be made to honor the request which will normally become effective at the beginning of the next school year. The Administration's decision shall be final.

b. Promotion:

- (1) A promotional position shall be one in the bargaining unit which pays a higher rate and which encompasses a higher level of responsibility.
- (2) When a promotional position becomes vacant, notice of said vacancy shall be circulated to the Association and to each school, and shall be posted on the bulletin board of the Central Office. Said notice shall be posted ten (10) work days in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range for the position.
- (3) Employees desiring to apply for such positions shall submit applications in writing to the Superintendent or Administrator in charge of personnel, within the time limit specified in the notice.
- (4) The Board, in considering such applications agrees to give due consideration to the qualifications of all applicants and other relevant factors including the needs to assure a well-balanced staff. The Board reserves the right to employ a person from outside the district.
- (5) If any employee is not selected, the person will be afforded the opportunity to discuss the matter with the Superintendent or his representative. However, the decision of the

Superintendent or his representatives shall be final.

c. Transfer within the same classification

Requests for transfers within the same classification may be granted when in the judgment of the Administration it will be of mutual benefit to the employee and the district.

d. Involuntary Transfer:

When in the judgment of the Administration an involuntary transfer or reassignment becomes necessary, the employee affected will be notified in person (or by certified mail during vacation). The Association shall be notified in writing of all involuntary transfers. The employee will be afforded the opportunity to discuss with the Superintendent or his representative the reasons for the change. Following this discussion, the Administration's decision shall be final. Nothing herein shall bar a temporary transfer.

e. Vacancies in the Central Office:

Vacancies in the Central Office shall be circulated to the Association and each school. Members of the bargaining unit may apply.

3. Custodians, Maintenance, Cafeteria Clerks and Cafeteria Workers & Groundskeeper

a. Use of Voluntary Requests

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available.

b. Notice

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

- c. In the event that there is no qualified volunteer to accept the transfer or reassignment, then the Board shall fill the position by transferring or reassigning the most junior qualified employee thereto. The Association shall be notified in writing of all involuntary transfers.
 - d. An involuntary transfer or reassignment will be made only after a meeting between the unit member, his or her representative and the superintendent at which time the Association will be notified of the reason thereof. No Association member will be transferred or reassigned arbitrarily, capriciously or without rational basis in fact.
4. Aides, Teaching Assistants & Security Monitors
- a. Involuntary Transfers
 - (1) No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
 - (2) Notice of an involuntary transfer or reassignment shall be given to the employees as soon as practicable. The Association shall be notified in writing of all involuntary transfers.
 - b. Voluntary Transfer
 - (1) A list of vacancies for the ensuing year shall be posted in each school by May 15.
 - (2) Any employee in the unit who desires to transfer to another building may file a written statement of request to do so with the Assistant Superintendent, including the position and location to which transfer is desired.
 - (3) In the review of the request for voluntary transfer, the Administrator shall consider the wishes of the individual employee but shall retain the right to dispose of any requests in accordance with the best interests of the school system.

- (4) Board or administrative action under this Article shall not be subject to the grievance procedure.

ARTICLE XX

PROTECTION OF EMPLOYEES AND PROPERTY

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being, the Board reserving the right to determine what is an unsafe or hazardous condition.
- B. Employees shall immediately report cases of injury or assault suffered by them in connection with their employment to their principal or other immediate supervisor.
1. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and who shall act in appropriate ways as liaison between the employee, the police and courts.
- C. The Board shall reimburse an employee for damage to his/her clothing or other personal property (not otherwise covered by insurance) in excess of \$25.00, based on depreciation value, sustained as the result of an unprovoked assault while acting within the scope of his or her employment. Such reimbursement shall cover loss due to vandalism to said property which is kept in his/her classroom or other authorized location.

ARTICLE XXI

SABBATICAL LEAVE

- A. A sabbatical leave program will be established to permit teachers to engage in study in the educational field, subject to the following conditions:

1. Such leave shall be limited to one (1) person for one (1) school year and two (2) persons for one (1) semester each.
2. Selected personnel who have had seven (7) consecutive years or more of satisfactory service with the Pemberton Township Public Schools shall be eligible for sabbatical leave.
3. All sabbatical leaves shall be dependent upon the ability of the Board of Education to hire suitable replacement.
4. The nature and scope of study which the teacher proposes to pursue while on sabbatical leave must be approved by the Superintendent of Schools.
5. Selection of applicants will be made on the basis of:
 - a. Previous record of applicant in the Pemberton Township Schools;
 - b. Benefit of proposed study to Pemberton Township Public School;
 - c. Benefit of applicant relative to his field of instruction.
6. Sabbatical leave shall be for the period of one (1) school year or a single semester as the case may be, depending upon the operation of Paragraph A above.
7. A teacher on sabbatical leave shall be paid fifty (50) per cent of the salary he would have received had he remained on active duty in the school. Payment shall be made in regular salary payments.
8. The granting of an application for sabbatical leave which is otherwise in compliance with the terms and conditions of this article shall be in accordance with the following:
 - a. If requested during 1997-1998 for leave during 1998-1999, it shall be mandatory that the board approve the application.

- b. If requested during 1998-1999 for leave during 1999-2000, it shall be mandatory that the board approve the application.
 - c. If requested during 1999-2000 for leave during 2000-2001, whether or not the application will be approved rests solely in the board's discretion.
- 9. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following sabbatical leave for a period of two (2) years. Failure to comply with the two (2) year obligation will require repayment of the compensation received during the sabbatical leave as follows:
 - a. Repayment of total compensation received if a person does not return to the Pemberton Township Schools is due and payable on December 1st immediately following completion of the leave.
 - b. Repayment of one-half (1/2) of compensation received if a person returns for only one (1) year is due and payable on December 1st, one (1) year after the completion of the sabbatical leave.
- 10. Upon return from such leave, a teacher shall be placed on the salary scale at the level he would have achieved had he remained on active duty in the district, with recognition on the salary guide for any additional credits earned while on sabbatical leave. However, the school district does not guarantee a teacher the same position earned before taking sabbatical leave.
- 11. Applicants will be notified by the Board on or before April 1st as to the disposition of their applications.

ARTICLE XXII

EMPLOYEE EVALUATION AND FAIR DISMISSAL

A. Evaluation and Fair Dismissal shall be as follows:

1. Teachers

- a. Non-tenured teachers shall be evaluated at least three (3) times each school year. Any teacher receiving a negative evaluation may ask for and receive another evaluation by a different evaluator.
- b. All evaluations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher involved. Lesson plans shall be available upon request of supervisory personnel.
- c. After a teacher has been evaluated, he or she shall have the right to see the evaluation report prepared by the evaluator and, upon request, to have a conference with the evaluator after the completion of the evaluation. The evaluation report shall be signed by both the teacher and the evaluator and thereupon the teacher shall be given a copy of it.
- d. Prior to March 31st of each year, each nontenured teacher shall receive written notice as to whether or not the administration intends to recommend a renewal of contract for the ensuing year, and if such teacher desires to discuss an unfavorable recommendation with a representative of the Board of Education, he will be provided an opportunity to do so, upon making written request, filed with the Superintendent prior to May 1st, immediately following.

2. Secretaries and Print Material Aides

- a. Employees shall be evaluated at least once per year and evaluations will be written by the immediate supervisor.

- b. The employee shall be given a copy of the written evaluation. The supervisor will subsequently arrange a meeting to discuss the evaluation within ten (10) school days of receipt of it.
 - c. The employee may respond to the written evaluation by having her rebuttal attached to it. Signing of the evaluation and rebuttal shall occur within ten (10) school days of the conference.
3. Custodians, Maintenance and Cafeteria Workers
- a. All monitoring or observation of the work performance of an employee for the purpose of evaluating him shall be conducted openly and with full knowledge of said employee.
 - b. While it is understood that the input of head custodians will be sought in regard to custodian evaluations, all formal evaluations shall be prepared by supervisory personnel employed by the board as it is the case with all classes of employees.
4. Aides, Teaching Assistants & Security Monitors
- a. All monitoring or observation of the work performance of an employee for the purpose of evaluating him shall be conducted openly and with full knowledge of said employee.
 - b. The contract of a non-tenured employee may be terminated by either the Board or the employee upon two (2) weeks written notice. Such termination by the Board need not be for cause nor is it required that a written statement of reasons be given or a hearing afforded, it being agreed that such termination is not subject to the grievance procedure or any other review. However, upon request of the terminated employee, the Board shall furnish to him or her a written statement of reasons for the termination which shall then become part of the employee's personnel file.

ARTICLE XXIII

SENIORITY

Seniority shall apply as follows:

A. All Support Staff.

1. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.

B. Seniority shall be acquired solely in connection with layoffs for lack of work and for no other purpose.

C. All employees shall be considered as probationary employees for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment.

D. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by alphabetical order of their last names.

E. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Association. The Board shall furnish to the Association copies of the monthly meeting minutes reflecting changes in the seniority list.

F. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

1. Resignation or retirement.
2. Discharge for cause.
3. Continuous lay-off for a period exceeding six (6) months.

4. Failure of laid-off employee to report for work either (1) on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such date; or (2) within three (3) working days after the date specified in the written notice of recall mailed less than seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.
 5. Failure to report to work for a period of three (3) consecutively scheduled working days without notification to the Board of a justifiable excuse for such absence.
 6. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof, unless return to work is excused by the Board.
- G. Employees shall be recalled to work from lay-off in the order of their seniority, provided that they have the requisite qualifications and ability to perform the available work.
- H. When circumstances necessitate a reduction of the work force, the Board shall take the following appropriate steps:
1. The Board shall advise the Association in advance of the number of employees to be affected and the job titles and grade levels of the affected employees.
 2. The Board shall first consider the lay-off of the employees with the least seniority in the job titles and grade levels affected.
 3. Employees considered for lay-off shall first be considered for filling any existing vacancy in another

job title of the same grade level provided that they have the requisite qualifications and the ability to perform the work. If no vacancy exists in the same grade level, the employees shall have the right to displace, in his same grade level, an employee with the least seniority in the job title that the employee has the requisite qualifications and ability to perform the work and likewise in successively lower grades. An employee not placed under these provisions shall be laid off. These provisions shall also apply to a displaced employee.

ARTICLE XXIV

EFFECT OF REDUCTION OF FORCE UPON PERSONS UNDER TENURE

- A. 18A:28-9. Reduction of force: power to reduce and reasons for reduction.

Nothing in this title or any other law relating to tenure of service shall be held to limit the right of the Board of Education to reduce the number of teaching staff members employed in this district whenever, in the judgment of the Board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause upon compliance with the provisions of this article.

- B. 18A:28-10. Reasons for dismissal of persons under tenure on account of reduction.
Dismissals resulting from any such reduction shall not be made by reasons of residence, age, sex, marriage, race, religion or political affiliation but shall be made on the basis of seniority according to standards to be established by the Commissioner with the approval of the State Board.
- C. 18A:28-11. Seniority, board to determine, notice and advisory opinion.

In the case of any such reduction, the Board of Education shall determine the seniority of the persons affected

according to such standards and shall notify each such person as to his seniority status, and the Board may request the Commissioner for an advisory opinion with respect to the applicability of the standards to particular situations, which request shall be referred to a panel consisting of the County Superintendent of the County, the Secretary of the State Board of Examiners and an Assistant Commissioner of Education designated by the Commissioner, and an advisory opinion shall be furnished by said panel. No determination of such panel shall be binding upon the Board of Education or any other party in interest or upon the Commissioner or the State Board if any controversy or dispute arises as a result of such determination and an appeal is taken there from pursuant to the provisions of this title.

D. 18A:28-12. Dismissal of persons having tenure on reduction; reemployment.

If any teaching staff members shall be dismissed as a result, such persons shall be and remain upon a preferred eligible list in the order of seniority for reemployment whenever a vacancy occurs in a position for which such person shall be qualified and he shall be reemployed by the body causing dismissal, if and when such vacancy occurs and in determining seniority, and in computing length of service for reemployment, such person in or with the military or naval forces of the United States or of this state, subsequent to September 1, 1940 shall be credit to him as though he had been regularly employed in such a position within the district during the time of such military or naval service.

E. 18A:28-13. Establishment of standards of seniority by Commissioner.

The Commissioner in establishing such standards shall classify as far as practicable the fields or categories of administrative, supervisory, teaching or other educational services and the fields or categories of school nursing services, which are being performed in the school districts of this state and may, in his discretion, determine seniority upon the basis of years of service and experience within such fields or categories of services as well as in the school system as a whole, or both.

- F. 18:28-14. Teaching staff members not certified, not protected; exception.

The services of any teaching staff member who is not the holder of an appropriate certificate, in full force and effect, issued by the State Board of Examiners under rules and regulations prescribed by the State Board of Education may terminate without charge or trial, except that any school nurse appointed prior to May 9, 1947 shall be protected in her position as is provided in Section 18A:28-4 of this title.

- G. In the event of a reduction in the number of teachers employed by the Board necessitated by fewer pupils, economic conditions or other causes, the policy of the board will be to first terminate non-tenured teachers. In determining the impact of a termination as between non-tenured teachers, factors for consideration will be the needs of the district, teacher's area of certification, teacher's length of service in the district, additional courses taken by a teacher in the area of certifications, and evaluations. Such terminations of non-tenure teachers will be discussed with a committee of the Association; however, the decision of the Board shall be final.

ARTICLE XXV

TUITION GRANTS

- A. Tuition grants will be made available to teachers, classroom aides, teaching assistants, health and library aides and secretaries in accordance with the following tuition grant program:
1. The Board shall provide the maximum \$53,500 (04-05), \$55,200 (05-06), \$57,000 (06-07), respectively, which will be available for reimbursement of tuition for courses taken in accordance with the provisions of this Article. Any unused funds shall not be carried over to the following year.
 2. Effective with 7/1/01, tuition grant monies shall be divided equally among all approved participants.

Tuition reimbursement will be based on the applicable college rate or Rowan University rate whichever is less, in the applicable school year for approved courses for a maximum of two courses per year.

3. The applicant for the tuition grant shall apply to the Superintendent or his designee for approval prior to registering for the course. The course must relate to public school education (except for secretaries the course must be similar to steno, word processing, computers, office automation, and any prerequisite required). The application must contain the name of the course, the location of the institution, the purpose and other pertinent information. Upon approval being received from the Superintendent or his designee, the applicant shall then provide to the Superintendent's office, a copy of the registration forms and the canceled check of the applicant.
4. Upon completion of the course, the applicant must present an official copy of the transcript to the Superintendent. In the event that the applicant has attained at least a grade of "C" on an "A-F" scale or a 3 on a 5-1 scale, or equivalent grade, the Board will reimburse the applicant to the extent required by this Article.
5. Should the board require a maintenance employee, in writing, to participate in required training or seminars the board will continue to pay the cost thereof.

ARTICLE XXVI

NONDISCRIMINATION

- A. This Agreement is subject to the provisions of N.J.S.A. 10:5-1 as same is now enacted or may be hereafter amended. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, natural origin, sex, domicile, or marital status.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement may be printed within thirty (30) days after the Agreement is signed by either party at their own cost.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:
1. If by Association to Board at:
Box 228
Pemberton, New Jersey 08068-0228
 2. If by Board to Association:
Box 264
Pemberton, New Jersey 08068
- D. The practice of providing employees with free meals is eliminated. Members of the cafeteria worker and cafeteria clerk units shall not be responsible for enforcing such elimination.

ARTICLE XXVIII

REPRESENTATION FEE

A. Purpose of Fee

Effective July 1, 1984, if an employee included under the provisions of Paragraph A, Article I does not become a member of the Association during any membership year

which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

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

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the membership dues, fees and assessments charged by the Association to its own members,. The representation fee has been set at 85 per-cent of that amount solely because that is the maximum presently allowed by law. Should the law be changed in this regard, the amount of that representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Reduction and Transmission of Fee

1. Notification

At the beginning of each membership year covered in whole or in part by this Agreement, the Association in conjunction with the Board Secretary will establish a list of those employees who have not become

members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will submit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The schedule for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or in the amount of representation fee.

4. New Employees

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

ARTICLE XXIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007 subject to the Association's rights to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents,

attested by their respective secretaries, all on the day and year first above written.

PEMBERTON TOWNSHIP EDUCATION ASSOCIATION

President: _____

Secretary: _____

PEMBERTON TOWNSHIP BOARD OF EDUCATION

President: _____

Secretary: _____

UNDERSTANDINGS

1. One-Half (1/2) Days

The Association is withdrawing its proposal (Article VI A. 10) based on the consideration that the Board is agreeable to schedule the last day of school as a one-half (1/2) day outside the Agreement.

2. Snow Days

The Association is withdrawing its proposal (Article XII, D) based on the consideration that the Board is agreeable to the following: On days when schools are closed because of snow, ice, or poor road conditions, the custodial staff will work a four (4) hour work day or until all work is completed in the assigned school, determination to be made by the Superintendent.

3. Secretaries

The secretaries listed by the Board's representative during the exchange of proposals on 5/20/87 negotiation session, shall be placed on a 12 month schedule.

The secretarial positions shall include:

- 2 Guidance Secretaries - High School
- 3 Director's Secretaries - Elementary, Secondary,
Student Personnel Services (1 each)
- 1 Coordinator of State and Federal Programs Secretary
- 4 Child Study Team Secretaries

4. Extended Work Year. Effective July 1, 1994, the CST (LD, Psychologist, Social Worker) and Guidance Counselors (High School, Middle School). Each of the above personnel's work year shall include the school calendar for ten month certificated personnel plus twenty work days during July and August. Salary to be computed according to a 1.1 ratio of the proper place on the appropriate teacher guide for the work year defined herein. Such base salary shall be paid in 26 pay periods.

Each member will be granted eleven (11) sick days each year.

All said personnel will continue to be entitled to the same rights and privileges and practices as all other certificated employees as per the negotiated agreement between PTEA and the Board of Education.

For work performed outside the work year as defined above, the affected employee shall be compensated at 1/200th of his/her salary on Schedule A, for each day he/she appears for work as determined by the Superintendent. Such additional days shall be extended service and be voluntary.

Any employee currently employed by the Board of Education who elects not to work this proposed extended contract shall be grandfathered as a ten (10) month employee without prejudice.

Additional extended time worked in July and August shall be voluntary and offered at the option of the Superintendent to "extended contract" personnel. Exception, where special circumstances arises as determined by the Superintendent. Such work shall remain optional.

5. During the term of this Agreement the Board shall grant the President of the Association sabbatical leave of absence during his/her term of office. Salary of the president shall be determined according to the appropriate salary guide schedule.

All other benefits granted to full time teachers shall be granted to the Association President during such leave of absence. Upon return to full time teaching, full credit for each year of sabbatical shall be granted for seniority and salary guide placement purpose.

For the 1997-98 school year the Association shall reimburse to the Board of Education 50% of salary and benefits including pension and social security benefits if such payments become the obligation of the Board.

The current practice of not scheduling the association president for a regular class assignment continue, along with the association repaying the district for 1/2 of the individual's salary. Effective with the commencement of the 1998-99 school year, the board shall assign the president of the association as a replacement for an absent teaching staff member for one (1) day a week. The association reimbursement shall be reduced from 50% to 40%. Such president shall not otherwise be assigned any teaching duties.

6. The Board of Education shall pay the required fee for State mandated mentoring services.
7. School nurses assigned to cover the school of an absent nurse shall only be responsible for the assigned school.
8. The Board of Education is responsible for the payment of \$60 toward the Praxis test for those teachers required under NCLB to take it in order to be "highly qualified".
9. The following committees will be formed within 30 calendar days after the ratification vote and have the 1st meeting within the first 45 calendar days:
 - a. A committee for establishing columnar guides for maintenance and aides

- b. A committee to assess the workload and assignment of secretaries.

INSURANCE COVERAGE WAIVER PLAN

1. Each year the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage. Said form will contain a final return date.
2. Employees who elect to waive coverage pursuant to Article XV, Paragraph F shall be entitled to receive \$1,000.00 each school year.
3. Payment of the monies shall be made in two installments, the 2nd pay in December and the 2nd pay in June of the school year.
4. Employees must waive such insurance for a full year, to be eligible for said payment. The waiver period shall be July 1 to June 30.
5. Employees who have no other comprehensive family or husband/wife insurance shall not be permitted to waive coverage.
6. Employees who have initially waived coverage and then need to re-enroll in the district's plan will be covered by the district at the next available enrollment period without lapse in coverage. It will be the employee's obligation to notify the District's Secretary/Business Administrator of the pending loss in coverage due to a change in status relative to availability of comprehensive insurance coverage.
7. Should the employment status of such employee change, there shall be a pro-rata payment based upon the time elapsed in the plan. Should such separation of employment be due to death, his/her estate shall receive such pro-rata payment.

Schedule A

Pemberton Township

Teachers' Salary Guide

2004-05

Step	Non-BA	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	41,000	41,700	43,000	44,300	45,600	46,900	48,200	49,500	50,800
2	41,225	41,925	43,225	44,525	45,825	47,125	48,425	49,725	51,025
3	41,614	42,314	43,614	44,914	46,214	47,514	48,814	50,114	51,414
4	42,614	43,314	44,614	45,914	47,214	48,514	49,814	51,114	52,414
5	43,639	44,339	45,639	46,939	48,239	49,539	50,839	52,139	53,439
6	46,789	47,489	48,789	50,089	51,389	52,689	53,989	55,289	56,589
7	49,904	50,604	51,904	53,204	54,504	55,804	57,104	58,404	59,704
8	52,170	52,870	54,170	55,470	56,770	58,070	59,370	60,670	61,970
9	55,209	55,909	57,209	58,509	59,809	61,109	62,409	63,709	65,009
10	58,359	59,059	60,359	61,659	62,959	64,259	65,559	66,859	68,159
11	61,488	62,188	63,488	64,788	66,088	67,388	68,688	69,988	71,288
12	66,477	67,177	68,477	69,777	71,077	72,377	73,677	74,977	76,277

An additional \$300 is granted at the start of the school year following completion of the 9th year of service in Pemberton Township.

An additional \$600 is granted at the start of the school year following the completion of the 15th year of service in Pemberton Township.

An additional \$200 is granted at the start of the school year following the completion of the 20th year of service in Pemberton Township.

An additional \$500 is granted at the start of the school year after 25 years of service in Pemberton Township.

An additional \$700 is granted at the start of the school year following the completion of the 30th year of service in Pemberton Township.

An additional \$1000 is granted at the start of the school year following the completion of the 34th year of service in Pemberton Township.

Schedule B1

Pemberton Township

Teachers' Salary Guide

2005-06

Step	Non-BA	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	42,418	43,118	44,418	45,718	47,018	48,318	49,618	50,918	52,218
2	42,650	43,350	44,650	45,950	47,250	48,550	49,850	51,150	52,450
3	42,739	43,439	44,739	46,039	47,339	48,639	49,939	51,239	52,539
4	43,739	44,439	45,739	47,039	48,339	49,639	50,939	52,239	53,539
5	44,764	45,464	46,764	48,064	49,364	50,664	51,964	53,264	54,564
6	47,914	48,614	49,914	51,214	52,514	53,814	55,114	56,414	57,714
7	51,029	51,729	53,029	54,329	55,629	56,929	58,229	59,529	60,829
8	53,295	53,995	55,295	56,595	57,895	59,195	60,495	61,795	63,095
9	56,334	57,034	58,334	59,634	60,934	62,234	63,534	64,834	66,134
10	60,759	61,459	62,759	64,059	65,359	66,659	67,959	69,259	70,559
11	64,188	64,888	66,188	67,488	68,788	70,088	71,388	72,688	73,988
12	69,177	69,877	71,177	72,477	73,777	75,077	76,377	77,677	78,977

An additional \$300 is granted at the start of the school year following completion of the 9th year of service in Pemberton Township.

An additional \$600 is granted at the start of the school year following the completion of the 15th year of service in Pemberton Township.

An additional \$200 is granted at the start of the school year following the completion of the 20th year of service in Pemberton Township.

An additional \$500 is granted at the start of the school year after 25 years of service in Pemberton Township.

An additional \$700 is granted at the start of the school year following the completion of the 30th year of service in Pemberton Township.

An additional \$1000 is granted at the start of the school year following the completion of the 34th year of service in Pemberton Township.

Schedule B2

Pemberton Township

Teachers' Salary Guide

2006-07

Step	Non-BA	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45	MA+60
1	44,703	45,403	46,703	48,003	49,303	50,603	51,903	53,203	54,503
2	44,818	45,518	46,818	48,118	49,418	50,718	52,018	53,318	54,618
3	44,911	45,611	46,911	48,211	49,511	50,811	52,111	53,411	54,711
4	45,139	45,839	47,139	48,439	49,739	51,039	52,339	53,639	54,939
5	46,164	46,864	48,164	49,464	50,764	52,064	53,364	54,664	55,964
6	49,314	50,014	51,314	52,614	53,914	55,214	56,514	57,814	59,114
7	52,429	53,129	54,429	55,729	57,029	58,329	59,629	60,929	62,229
8	54,695	55,395	56,695	57,995	59,295	60,595	61,895	63,195	64,495
9	57,734	58,434	59,734	61,034	62,334	63,634	64,934	66,234	67,534
10	62,159	62,859	64,159	65,459	66,759	68,059	69,359	70,659	71,959
11	67,083	67,783	69,083	70,383	71,683	72,983	74,283	75,583	76,883
12	72,007	72,707	74,007	75,307	76,607	77,907	79,207	80,507	81,807

An additional \$300 is granted at the start of the school year following completion of the 9th year of service in Pemberton Township.

An additional \$600 is granted at the start of the school year following the completion of the 15th year of service in Pemberton Township.

An additional \$200 is granted at the start of the school year following the completion of the 20th year of service in Pemberton Township.

An additional \$500 is granted at the start of the school year after 25 years of service in Pemberton Township.

An additional \$700 is granted at the start of the school year following the completion of the 30th year of service in Pemberton Township.

An additional \$1000 is granted at the start of the school year following the completion of the 34th year of service in Pemberton Township.

Schedule C

Salary Guide

HIGH SCHOOL	2004-05	2005-06	2006-07
Academic Decathlon	2040	2081	2143
Art Director	1608	1640	1689
Band Assistant	2984	3043	3134
Band Director	4386	4474	4608
Bible Club	2295	2341	2411
Black History Club	2295	2341	2411
Choir Director	776	792	815
Choral Club	2295	2341	2411
Choreographer	1259	1284	1322
Computer Club	2295	2341	2411
Debate Club	2295	2341	2411
DECA	2565	2617	2695
Environmental Club	2295	2341	2411
Equipment Asst.	2507	2557	2634
Equipment Manager	4437	4526	4662
FBLA	2565	2617	2695
Freshman Class Advisor	2499	2549	2625
Future Nurses of America	2295	2341	2411
Future Tchrs of Amer	2295	2341	2411
German Club	2295	2341	2411
Honor Society Asst.	1275	1301	1340
Honor Society Head	2295	2341	2411
HOSA	2565	2617	2695
Junior Class Advisor	3223	3288	3386
Just Dance	2295	2341	2411
Majorette Asst.	1760	1795	1849
Majorette Head	2703	2757	2840
Mat Attendants	1785	1821	1875
Math Club	2295	2341	2411
Musical Director	1608	1640	1689
Newspaper	2678	2731	2813
Parade Director	1709	1743	1795
PEER Advisers	1326	1353	1393
PEER Coordinator	1938	1977	2036
Play Director	3157	3220	3317
Play Director (business)	2213	2258	2325
Renaissance Club	2295	2341	2411
ROTC Color Guard/Raider Team Advisor	2295	2341	2411
ROTC Drill Team Advisor	2295	2341	2411
Senior Class Advisor	3223	3288	3386

Schedule C

Salary Guide Con't

HIGH SCHOOL	2004-05	2005-06	2006-07
Set Construction Director	1377	1405	1447
Silent Sting Club	2295	2341	2411
Sophomore Class Advisor	2499	2549	2625
Stage Manager	804	820	844
Student Council	3596	3667	3777
Technical Assistant	573	585	602
Ticket Manager	3545	3615	3724
Treasurer	6273	6398	6590
VICA	2097	2139	2203
Vocal Director	1608	1640	1689
Weight Club	923	942	970
WHY Advisor	2295	2341	2411
Yearbook Asst.	3782	3858	3974
Yearbook Head	4814	4911	5058

Schedule C

MIDDLE SCHOOL	2004-05	2005-06	2006-07
African American Studies	2211	2255	2323
Battle Of Books	2211	2255	2323
Cheerleading	1846	1882	1939
Chess Club	2211	2256	2323
Choral Club	2211	2255	2323
Head Intramural	4572	4663	4803
Home Economics Club	2211	2255	2323
Instrumental Music Club	2211	2255	2323
Interscholastic Ass't. Coach	1750	1785	1838
Interscholastic Coach	2339	2386	2457
Intramural Coach	1456	1485	1530
Rogate/Model Congress	2211	2255	2323
Newspaper Club	2211	2255	2323
Peer Mediation	2211	2255	2323
Public Relations Club	2211	2255	2323
Spanish Club	2211	2255	2323
Student Council	2467	2516	2592
Woodshop Club	2211	2255	2323
Yearbook	2211	2255	2323
Treasurer	1827	1864	1920
Music/Theater Arts Co-Director	2296	2342	2412

Schedule C

ELEMENTARY	2004-05	2005-06	2006-07
Safety	1465	1495	1540
Theater Arts/Drama Club	1465	1495	1540
African American Club	1465	1495	1540

DISTRICT

SLC stipend				
Support Staff	2004-07	\$10.00/hr		
Teachers	2004-07	\$20.00/hr		
Head Guidance Counselors		6000	6120	6304

Curriculum Development, Band Camp, Summer School, Workshop rate,
Alternative School, Home Instruction, After School Detention, Tutoring

04-05	05-06	06-07
33.36/hr	34.03/hr	35.05/hr

SCHEDULE D

COACHES' SALARY GUIDE

SPORT	2004-05	2005-06	2006-07
Group 1			
Football Head	6971	7072	7227
Football Assistant	5052	5153	5308
Group 2			
Wrestling Head	6760	6862	7017
Wrestling Assistant	4831	4932	5087
Basketball (B & G) Head	6760	6862	7017
Basketball (B & G) Assist.	4831	4932	5087
Group 3			
Baseball Head	5821	5923	6078
Baseball Assistant	4421	4522	4677
Softball Head	5821	5923	6078
Softball Assistant	4421	4522	4677
Soccer (B & G) Head	5821	5923	6078
Soccer (B & G) Assist.	4421	4522	4677
Field Hockey Head	5821	5923	6078
Field Hockey Assistant	4421	4522	4677
Group 4			
Spring Track (B & G) Head	5698	5800	5955
Spring Track (B & G) Assist.	4325	4426	4581
Group 5			
Winter Track Head	5139	5241	5396
Winter Track Assistant	3837	3938	4093
Cross Country Head	5139	5241	5396
Cross Country Assistant	3837	3938	4093
Swimming Head	5139	5241	5396
Swimming Assistant	3837	3938	4093
Cheerleading Head	5139	5241	5396
Cheerleading Assistant	3837	3938	4093
Bowling Head	5139	5241	5396
Tennis (B & G) Head	5139	5241	5396
Tennis Assistant	3837	3938	4093
Golf Head	5139	5241	5396
Athletic Trainer	6944	7045	7200
Sports Events	34.45	35.13	36.19
Winter P/T Trainer	3472	3523	3600
Spring P/T Trainer	3472	3523	3600

SCHEDULE E

SALARY GUIDE FOR CUSTODIANS

Base Year 2003-04 Salary Guide Steps		YEAR 1 2004-05 Salary Guide Step 12month		YEAR 2 2005-06 Salary Guide Step 12month		YEAR 3 2006-07 Salary Guide Step 12month	
					-		
						-	
				1	20,500	1	22,500
				2	20,759	2	23,000
1-6	_____	1	20,000	3	22,382	3	23,457
7	_____	2	20,500	4	23,529	4	24,658
8	_____	3	21,347	5	25,923	5	26,183
9	_____	4	22,968	6	26,892	6	27,160
10	_____	5	25,306	7	28,539	7	28,635
11	_____	6	26,758	8	30,719	8	30,822
12	_____	7	28,397	9	33,024	9	33,134
13	_____	8	30,566	10	35,328	10	35,446
14	_____	9	32,859	11	37,873	11	38,000
15	_____	10	35,152	12	41,198	12	42,107
16	_____	11	37,685	12	41,198	12	42,107
17	_____	12	40,217	12	41,198	12	42,107
18	_____	12	40,217	12	41,198	12	42,107

Extra Per Month Head Custodians	04-05	05-06	06-07
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High School, Fort & Newcomb	\$458	\$458	\$458
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Others and Night Foreman at the High School & Fort	\$296	\$296	\$296
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Extra Per Year	04-05	05-06	06-07
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Black Seal	\$268	\$268	\$268
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Black Seal-Head Custodians	\$369	\$369	\$369
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Elementary Night Person in Charge	\$146	\$146	\$146
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Longevity: Continuous Years of Service in District

2004-07

After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule F (cont'd)

Cafeteria Clerks Salary Guides*

*pre 1995 hiring

YEAR 1 2004-05 Salary Guide Step	YEAR 2 2005-06 Salary Guide Step	YEAR 3 2006-07 Salary Guide Step
1	1	1
21,410	22,698	24,051
2	2	2
21,610	22,898	24,251
3	3	3
21,810	23,098	24,451
4	4	4
22,010	23,298	24,651
5	5	5
22,210	23,498	24,851
6	6	6
23,028	24,316	25,669
7	7	7
23,682	24,970	26,323
8	8	8
24,357	25,645	26,998
9	9	9
25,051	26,339	27,692
10	10	10
25,765	27,053	28,406

Longevity: Continuous years of service in district
2004-07

After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule G

ANNUAL SALARY GUIDE FOR MAINTENANCE

YEAR 1 2004-05 Salary Guide Step	YEAR 2 2005-06 Salary Guide Step	YEAR 3 2006-07 Salary Guide Step
1	1	1
39,107	42,189	45,250
2	2	2
39,889	43,033	46,154
3	3	3
41,624	43,893	47,077
4	4	4
43,359	45,628	48,018
5	5	5
45,094	47,363	49,753
6	6	6
46,829	49,098	51,488
7	7	7
48,564	50,833	53,223

	04-05	05-06	06-07
Black Seal	\$369	\$369	\$369

Longevity: Continuous years of service in district

	2004-07
After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Schedule H

PEMBERTON TOWNSHIP SECRETARIES SALARY GUIDE

2(12)		Year 1		Year 2		Year 3
		2004-05	Step	2005-06	Step	2006-07
2003-04	Base Year	2(12)	1	2(12)	1	2(12)
						26,631
Step	2(12)	1	2	2	2	26,837
1	25,252	2	25,252	3	3	27,044
2	25,252	3	25,636	4	4	27,250
3	25,252	4	25,636	5	5	27,464
4	25,452	5	25,839	6	6	27,698
5	25,452	6	26,042	7	7	27,933
6	25,652	7	26,264	8	8	28,237
7	25,871	8	26,487	9	9	29,698
8	26,090	9	26,775	10	10	31,112
9	26,374	10	27,062	11	11	33,569
9A	26,657	11	27,592	12	12	36,025
10	27,179	12	28,255	13	13	38,482
11	27,832	13	28,916	14	14	42,008
12	28,483	14	30,469	15	15	44,470
13	30,013	15	38,664			
14	38,085		41,999			
	41,370					

3(11)		Year 1		Year 2		Year 3
		2004-05	Step	2005-06	Step	2006-07
2003-04	Base Year	3(11)	1	3(11)	1	3(11)
						25,083
Step	3(11)	1	2	2	2	25,289
1	23,806	2	23,806	3	3	25,495
2	23,806	3	24,168	4	4	25,702
3	23,806	4	24,168	5	5	25,916
4	23,806	5	24,371	6	6	26,150
5	24,006	6	24,574	7	7	26,385
6	24,206	7	24,796	8	8	26,664
7	24,425	8	24,967	9	9	27,874
8	24,644	9	25,193	10	10	29,037
9	24,905	10	25,419	11	11	31,303
9A	24,905	11	25,548	12	12	33,568
10	25,165	12	25,980	13	13	35,834
11	25,591	13	26,589	14	14	38,099
12	26,191	14	27,210	15	15	41,630
13	26,803	15	28,639			
14	28,210		35,982			
	35,443		39,317			
	38,728					

Longevity: Continuous years of service in district

After	2004-07
9 yrs	300
14yrs	500
20yrs	1000
25yrs	1500
30yrs	2200
34yrs	3200

Schedule H

PEMBERTON TOWNSHIP SECRETARIES SALARY GUIDE

3(12)		Year 1		Year 2		Year 3	
		2004-05	Step	2005-06	Step	2006-07	
2003-04	Base Year	3(12)	1	3(12)	1	3(12)	
						26,996	
2003-04	2003-04	Step	3(12)	1	25,593	2	27,202
Step	3(12)	1	25,593	2	25,982	3	27,409
1	25,593	2	25,982	3	26,398	4	27,615
2	25,593	3	25,982	4	26,604	5	27,829
3	25,593	4	26,185	5	26,810	6	28,062
4	25,793	5	26,388	6	27,035	7	28,298
5	25,993	6	26,609	7	27,262	8	28,601
6	26,211	7	26,833	8	27,554	9	29,944
7	26,431	8	27,120	9	28,799	10	31,239
8	26,714	9	27,406	10	30,044	11	33,762
9	26,996	10	27,924	11	32,470	12	36,284
9A	27,506	11	28,586	12	34,897	13	38,807
10	28,158	12	29,262	13	37,323	14	41,330
11	28,824	13	30,814	14	39,749	15	44,860
12	30,353	14	39,032	15	43,144		
13	38,448	15	42,366				
14	41,732						

4(12)		Year 1		Year 2		Year 3	
		2004-05	Step	2005-06	Step	2006-07	
2003-04	Base Year	4(12)	1	4(12)	1	4(12)	
						27,571	
2003-04	2003-04	Step	4(12)	1	26,130	2	27,777
Step	4(12)	1	26,130	2	26,527	3	27,984
1	26,130	2	26,527	3	26,952	4	28,190
2	26,130	3	26,527	4	27,158	5	28,404
3	26,130	4	26,730	5	27,364	6	28,638
4	26,330	5	26,933	6	27,590	7	28,873
5	26,530	6	27,156	7	27,816	8	29,177
6	26,749	7	27,378	8	28,109	9	30,559
7	26,968	8	27,666	9	29,390	10	31,891
8	27,252	9	27,955	10	30,672	11	34,488
9	27,536	10	28,484	11	33,169	12	37,085
9A	28,058	11	29,146	12	35,667	13	39,682
10	28,710	12	29,807	13	38,164	14	42,279
11	29,361	13	31,346	14	40,662	15	45,810
12	30,877	14	39,929	15	44,058		
13	39,331	15	43,264				
14	42,616						

Longevity: Continuous years of service in district

After	2004-07
9 yrs	300
14yrs	500
20yrs	1000
25yrs	1500
30yrs	2200
34yrs	3200

Classifications:

2. Print Material Aide
3.
 - a. Attendance Secretary - High School
 - b. Secretary to Elementary Principal
 - c. Secretary to Asst. High School Principal
 - d. High School Guidance Secretaries
 - e. Child Study Team Secretaries
 - f. Secretary to Supervisor - Child Study Team
 - g. Secretary - Federal-State Programs/Title I
 - h. Secretary - Elem. & Secondary Curriculum
 - i. Central Calling Secretary
 - j. Secretary to Cafeteria Supervisor
 - k. Secretary in Office where Head Secretary is a
Class 4
 - l. Volunteer Program Secretary/Asst. to
Guidance Secretary
 - m. Food Service Secretary
 - n. Secretary to Assistant Middle School Principal
 - o. Middle School Guidance Secretary
 - p. Secretary to Computer Services
 - q. Secretary to District Registration/Affirmative
Action
 - r. Secretary to Maintenance/Grounds
 - s. Secretary to Computer Services Directors
4.
 - a. Secretary to Director of Instructional Services
 - b. Secretary to Director of Student Personnel
Services
 - c. Secretary to High School Principal
 - d. Secretary to Transportation Coordinator
 - e. Secretary to Director of Media Services
 - f. Secretary to Principal of Adult Education
 - g. Secretary to Middle School Principal

Schedule I

PEMBERTON TOWNSHIP

AIDES SALARY GUIDES

Health/Library

Base Year 2003-04	YEAR 1 2004-05	YEAR 2 2005-06	YEAR 3 2006-07
Salary Guide Step	Salary Guide Step	Salary Guide Step	Salary Guide Step
1	16,937	17,508	18,161
2	17,137	17,708	18,361
3	17,337	17,908	18,561
4	17,537	18,108	18,761
5	17,737	18,308	18,961
6	19,112	19,683	20,336
7	20,310	20,881	21,534

Teaching Assistant/Security Monitor

Base Year 2003-04	YEAR 1 2004-05	YEAR 2 2005-06	YEAR 3 2006-07
Salary Guide Step	Salary Guide Step	Salary Guide Step	Salary Guide Step
1	19,982	20,936	22,624
2	20,482	21,355	23,077
3	21,633	22,506	23,538
4	21,833	22,706	23,738
5	22,033	22,906	23,938
6	22,624	23,497	24,529
7	22,951	23,824	24,856
8	24,916	25,789	26,821
9	27,149	28,022	29,054

Schedule I

PEMBERTON TOWNSHIP

AIDES SALARY GUIDES (cont'd)

Classroom Aides

Base Year 2003-04	YEAR 1 2004-05	YEAR 2 2005-06	YEAR 3 2006-07				
Salary Guide Step	Salary Guide Step	Salary Guide Step	Salary Guide Step				
1	14,831	1	15,494	1	16,212	1	17,027
2	15,031	2	15,694	2	16,412	2	17,227
3	15,231	3	15,894	3	16,612	3	17,427
4	15,431	4	16,094	4	16,812	4	17,627
5	15,631	5	16,294	5	17,012	5	17,827

Longevity: Continuous years of service
in district

After	2004-07
9yrs	300
14yrs	500
20yrs	1000
25yrs	1500
30yrs	2200
34yrs	3200

Workshops for Classroom Aides will receive an hourly rate
of \$14.00 (04-05), \$14.70 (05-06), \$15.45 (06-07)

One-on-One aides will receive stipend of \$750, \$790, and \$830. This will
be pro-rated per month with no less than a 1-month block of time. (i.e.
\$75 per month (2004-05), \$79 per month (2005-06) and \$83 per month
(2006-07).

Schedule J

PEMBERTON TOWNSHIP

GROUNDS KEEPERS SALARY GUIDES

YEAR 1 2004-05		YEAR 2 2005-06		YEAR 3 2006-07	
Salary Guide		Salary Guide		Salary Guide	
Step	12month	Step	12month	Step	12month
1	19,284	1	19,852	1	20,437
2	19,670	2	20,249	2	20,845
3	19,970	3	20,654	3	21,262
4	20,270	4	20,954	4	21,687
5	20,570	5	21,254	5	21,987
6	21,859	6	22,543	6	23,276
7	23,148	7	23,832	7	24,565
8	24,437	8	25,121	8	25,854
9	25,726	9	26,410	9	27,143
10	27,015	10	27,699	10	28,432
11	28,304	11	28,988	11	29,721
12	29,593	12	30,277	12	31,010

Longevity: Continuous years of service in district

2004-07

After 9 years	300
After 14 Years	400
After 20 years	900
After 25 years	1400
After 30 years	2100
After 34 years	3100

Salary Guide

TV Technician

Year	Base	Stipend	Longevity	Total Salary
2004-05	48,564	5,015	1,400	54,979
2005-06	50,833	5,116	1,400	57,349
2006-07	53,223	5,269	1,400	59,892

Note: Stipend is for AV repairs
Plus 30 Day Flex Schedule (10 per season-fall, winter, spring)

Salary Guide

Supply Distribution Clerk

Year	Base	Stipend	Total Salary
2003-04	35,225	3,121	38,346
2004-05	36,986	3,183	40,170
2005-06	38,836	3,247	42,083
2006-07	40,777	3,345	44,122

Note: Stipend is for second school. Does not include longevity.

PTEA - CONSTITUTION

ARTICLE I

NAME AND INCORPORATION

- Section 1 - The name of the organization shall be Pemberton Township Education Association, hereafter referred to as the Association.
- Section 2 - It is incorporated as a non-profit corporation under Title 15, sections 1-12 of Revised Statutes of the State of New Jersey.

ARTICLE II

AFFILIATION

The Association shall be an affiliation of the Burlington County Education Association, the New Jersey Education Association and the National Education Association.

ARTICLE III

PURPOSES

- Section 1 - To work for the welfare of students, the advancement of education and the improvement of instructional opportunities for all.
- Section 2 - To unify and strengthen school staff so as to enable members to speak with a common voice on all matters of mutual concern and to represent individual and common interests of members before the Board of Education and other legal authorities.
- Section 3 - To promote the general welfare of the school district, to advance standards and to establish and maintain good community relations.
- Section 4 - To develop and promote a continuing program to secure and maintain better employment benefits, uniform practices, sound retirement systems and improvements in terms and conditions of employment.

Section 5 - To represent its members and other employees in negotiations and grievances with the School Board and all matters of compensation and all other terms and conditions of employment.

Section 6 - To form a representative body to speak with authority for the members.

ARTICLE IV

MEMBERSHIP

Section 1 - Active membership in the Association shall be open to any person employed in the Pemberton Township Public District as a teacher, as defined in Article I: recognition of the current contract, aides, paraprofessionals, hall aides, library aides, health aides, secretaries, cafeteria workers, cafeteria clerks, custodians or maintenance persons.

Section 2 - Membership shall be continuous until the member leaves the school district, resigns from the Association, or fails to pay the membership dues.

Section 3 - Honorary Members

Honorary membership may be conferred upon members of the teaching profession or other persons for distinguished services to education and the profession. Honorary members shall enjoy all the privileges of the Association except those of voting and holding office and shall be exempt from payment of dues.

Section 4 - Retired Members

Active Members upon retirement may continue to enjoy all rights and services of active members except the right to vote and the right to be elected to office by payment of the annual dues as a retired member.

Section 5 - **Rights of Membership**

- a. Every active member shall have the equal rights and privileges within the organization to nominate candidates for office; to vote in elections or on referenda of the Association; to attend membership meetings; to participate in the deliberations and voting upon the business of such meetings.
- b. Every member shall have the right to meet and assemble fully with other members; to express any views, arguments or opinions; to express views at meetings upon candidates in an election of the Association or upon business properly brought before the meeting.
- c. No member shall be fined, suspended, expelled or otherwise disciplined except for non-payment of dues without being served with specific written charges and given a reasonable time in which to prepare a defense which may be asserted at a full and fair hearing.

ARTICLE V

OFFICERS

Section 1 - The Officers of the Association shall consist of a President, five (5) Vice-Presidents, a Corresponding Secretary, a Recording Secretary and a Treasurer.

Section 2 - Two (2) Vice Presidents shall be a certificated staff member (one-Secondary & one Elementary), one (1) shall be an aide (Teaching Assistant, Library, Health, Classroom Aide or Security Monitor), one (1) shall be a secretary or cafeteria clerk, one (1) shall be a cafeteria worker, custodian, maintenance person or groundskeeper. If four candidates for the Vice-Presidencies cannot be found according to these guidelines, two (2) or three (3) Vice-Presidents shall be elected.

Section 3 - The officers shall be elected on May 15 or the first school day thereafter and be installed July 1 for a term of 2 years (consecutive terms). No President shall serve more than two (2) consecutive terms.

Section 4 - Officers and Representatives of the Association shall serve their terms as long as they satisfactorily perform the duties of their office. Where an officer is guilty of misconduct, such officer may be removed for cause (shown after notice and a hearing) and by a majority vote of the members of the Association.

- a. Recommendation of recall can be made by the submission of a petition containing the signatures of 50 percent of the membership to the Executive Committee.
- b. The Executive Committee shall notify, in writing, any officer who has been recommended for recall.
- c. Any officer may appeal in writing to the Executive Committee.
- d. The Executive Committee shall schedule hearings, whenever necessary, to review the recommendations of recall of an officer.
- e. The report of those hearings shall be made available to the membership.
- f. A general membership meeting shall be called two weeks after the issuance of the report.
- g. Such recall shall be determined by a majority vote of the membership in attendance at said meeting.

Section 5 - Nothing in this Article shall be construed as precluding officers from succeeding themselves in office, if duly elected.

Section 6 - In the event of a vacancy in the office of the President, the Representative Council shall elect one (1) of the Vice-Presidents to serve as President until the next regular election.

Section 7 - Those in paid positions shall attend all scheduled meetings unless previously excused by the President. A total of three (3) unexcused absences will result in recall as provided in Article V; Section 4.

ARTICLE VI

EXECUTIVE COMMITTEE

Section 1 - The Executive Committee shall consist of:

- a. The officers of the Association;
- b. All (appointed) chairpersons of standing committees;
- c. Members of BCEA and NJEA standing committees as non-voting members.

Section 2 - The Executive Committee shall be the Executive authority of the Association.

ARTICLE VII

REPRESENTATIVE COUNCIL

Section 1 - The policy-forming body of the Association shall be the Representative Council.

Section 2 - The Representative Council shall consist of the Executive Committee and two or more other elected representatives from each school.

Section 3

- a. In each school building in Pemberton Township Public School District, those persons who are members of this Association shall elect for a term of two years one representative to the Representative Council for every fifteen members or major fraction thereof. In each building, there shall be a

minimum of one (1) Supportive Staff representative.

- b. There shall be at least two representatives from each building: one (1) teacher member and one (1) supportive staff member.
- c. If there are no interested candidates for these positions according to these guidelines, building representatives shall be elected without regard to job category.
- d. One (1) “at large” representative will be selected by those members who are not attached to a school building.
- e. The Association shall strive for ethnic minority representation on its Representative Council.
- f. Elections shall be held on or before September 15 and Building Representatives shall assume office at the September meeting of the Representative Council.

Section 4 - The Building Representatives or designee shall call meetings of the Association members within their buildings to discuss Association business, appoint such building committees as the Association may require, organize, and oversee the subsequent election of representatives, the enrollment of members, and two-way Association communication within the building.

Section 5 - Any member of the Association who is not a member of the Representative Council may attend meetings, shall sit apart from the voting body, but may receive permission to speak.

ARTICLE VIII

AMENDMENTS

The Representative Council may adopt amendments to this Constitution by a two-thirds majority of those voting at any regular meeting of the Representative Council provided that the amendments had been introduced at the preceding regular meeting of the Representative Council, and that copies of the proposed amendments have been immediately distributed to members of the Council for faculty discussion.

BYLAWS

ARTICLE 1 MEETINGS

Section 1 - Executive Committee

The Executive Committee shall meet on the 2nd Monday of each month, at the call of the President, or at the request of any 3 members of the committee. These meetings will be scheduled to begin no earlier than 4:15 p.m.

Section 2 - Representative Council

- a. The Representative Council shall meet September, October, November, January, February, March, April, May, and June. The Executive Committee shall prepare the agenda for each meeting and shall circulate it to all members of the Council so that the Representatives have time to discuss it with faculty members in advance of the Council meetings. Any Association member who wishes to include items on the agenda must submit them in writing to the Executive Committee. These meetings shall begin no earlier than 4:15 p.m.
- b. Special meetings of the Representative Council may be held at the call of the President or upon the written request to the Executive Committee of 25 per-cent of the Representatives. Business to come before special meetings shall be limited to items stated in the call, which shall be sent in writing to each Representative.

Section 3 - General Membership Meetings

The Executive Committee shall arrange General Membership meetings.

- a. Special Meetings of the membership may be called by the President, or upon request of 1/4 of the members for a specific purpose. No business other than that for which the meeting is called may be transacted.
- b. At least one week prior to each general membership meeting, the Secretary shall notify all members of the time and place of said meeting.

Section 4 - The order of business at any Representative Council or regular General Membership meeting shall be as follows:

- a. Call to Order;
- b. Officers' Reports;
- c. Reports of Standing Committees;
- d. Reports of Special Committees;
- e. Old Business;
- f. New Business;
- g. Building Representatives;
- h. Adjournment

Section 5 – A transition meeting of outgoing and newly elected officers shall be held before the end of the school year.

ARTICLE II

QUORUM

Section 1 - A majority of the Executive Committee members shall constitute a quorum for the Executive Committee meetings.

Section 2 - A majority of the Representative Council members shall constitute a quorum for the Representative Council meetings.

Section 3 - The members present shall constitute a quorum for the General Membership meetings.

ARTICLE III

POWERS AND DUTIES OF THE OFFICERS

Section 1 - President - The President shall:

- a. preside over all meetings of the Executive Committee, Representative Council and General Membership;
- b. appoint the chairperson and members of all standing committees, and special committees for a term of one year with the approval of the Executive Officers.
- c. recommend the removal of the chairperson and/or members of all standing committees with the approval of the Executive Officers;
- d. recommend to create, or dissolve a standing committee with the approval of the Executive Officers;
- e. be ex-officio member of all committees;
- f. with the Treasurer, sign all orders drawn upon the treasury for which a voucher has been submitted;
- g. represent the Association before the public either personally or through a designated representative;
- h. perform all other functions usually attributed to the office;
- i. appoint one (1) vice-president to assume the duties of the President in his/her absence.
- j. appoint one (1) chairperson of the Negotiating Committee.
- k. shall be a delegate to the NEA/RA in accordance with NEA election rules.

Section 2 - Vice-President - The Vice-President shall:

- a. assume the duties of the President in his/her absence if appointed by the President, as provided in Article III, Section 1:g of the By-Laws;
- b. become President whenever the presidency becomes vacant as provided for in Article V, Section 6 of the Constitution;

- c. serve on the Negotiating team;
- d. be an ex-officio member of Grievance and Liaison committees as a consultant when a concern arises;
- e. make a report at each rep council meeting;
- f. act as a liaison to the administration as designated representative of the Association with the approval of the President.

Section 3 - Corresponding Secretary - The Corresponding Secretary shall:

- a. be responsible for handling all correspondence for the Association;
- b. be directed by the President and Executive Committee, to carry on the affairs of the Association.

Section 4 - Recording Secretary - The Recording Secretary shall:

- a. keep accurate minutes of all the Executive Committee, Representative Council, and General Membership meetings;
- b. shall maintain the official files;
- c. distribute minutes to all members within ten (10) days following the Representative Council and General membership meetings;
- d. distribute copies of all proposed amendments to the Constitution as prescribed in Article VIII of the Constitution;
- e. prepare and distribute the agenda for Representative Council meetings.

Section 5 - Treasurer - The Treasurer shall:

- a. be responsible for collection of all dues;
- b. deposit all monies in the bank, in the name of the Association;
- c. notify NJEA the name of bank in which Association monies are deposited;
- d. hold the funds of the Association and disburse them accordingly upon submission of vouchers approved by the President;
- e. sign all checks along with the President;
- f. report at each meeting of the Executive & Representative Council;

- g. prepare an annual financial statement which shall be distributed to Executive & Representative Council
- h. file the appropriate Federal and State forms;
- i. review the verification form from NJEA/NEA monies collected from PTEA members and shall distribute to appropriate PTEA accounts;
- j. serve on the Budget Committee.

Section 6 - Vacancies

When any Executive office becomes vacant between elections, the President shall appoint a replacement with the approval of the Representative Council.

Section 7 - Payment of Officers

The officers shall be paid as follows for serving one-year contingent upon attendance and completion of their duty, as per Article 5- payment to be made in June:

President (if not full release)	\$7,500
In the event of a non-certificated member becomes president, he/she shall be paid no less than the current teacher non-degree step 1	
Vice-Presidents	1,500
Treasurer	2,100
Recording Secretary	900
Corresponding Secretary	600
Chairperson of Negotiations (additional)	500
Negotiating Team Members (9)**	1,000
Recording Secretary for Negotiating Team	1,000
Statistician	1,375
Insurance Representative if not part of team	1,000

**1,333 if continued until October of Contract year
 1,666 if continued until December of Contract year
 2,000 if continued until February of Contract year

Standing Committee Chairpersons

Membership	2,025
Grievance	900
Liaison	600
Legislative	600
Community Relations	600
Minority Involvement/Human Relations	600
Election	375
Insurance	750
PAC	600
PRIDE	600
Webmaster	600
Communicator Publisher	100/issue not to exceed 600
Constitutional and By-Laws	600

All Head Building Reps will be paid \$15 for attending the monthly Rep Council meeting.

ARTICLE IV

POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

Section 1 - The Executive Committee shall:

- a. be responsible for the management of the Association;
- b. authorize all expenditures within the limits of the budget;
- c. by a two-thirds vote authorize the spending of money for non-budget items not to exceed \$500 in any one case. Disbursements in excess of \$500 must have the approval of a majority of the Representative Council;
- d. propose policies for consideration by the Representative Council but not amend or set policy;
- e. execute policies established by the Representative Council;
- f. report to the members its transactions and those of the Representative Council;
- g. set the agenda for the Representative Council and all General Membership meetings.

ARTICLE V

POWERS AND DUTIES OF THE REPRESENTATIVE COUNCIL

Section 1 - The Representative Council shall:

- a. approve the budget;
- b. set the dues for the Association;
- c. act on reports of the Committees;
- d. establish the policies of the Association;
- e. adopt rules for governing the conduct of meetings as are consistent with this Constitution and By-Laws;

Section 2 - Powers not delegated to the Executive Committee, the officers or other groups in the Association shall be vested in the Representative Council.

ARTICLE VI

COMMITTEES

Section 1 - Structure

There shall be standing committees carrying the specific functions listed in Section 4.

Section 2 - Meetings

Each standing committee shall meet at the call of the chairperson.

Section 3 - Reports

Chairpersons shall report as necessary to the Representative Council and shall prepare an annual written report as appropriate which shall become part of the Association's file (since reports are required by law or NJEA).

Section 4 - Committee title and duties

- a. The Negotiations Committee shall survey the members and prepare a proposed package subject to approval of the Representative Council to be negotiated with the Board of Education by the Association's negotiating team in all areas of member welfare and general working conditions.
- b. The Negotiations Committee shall consist of the Vice-Presidents, provided for in Article V, Section 1 and 2 of the Constitution and four (4)

others they select, as approved by the Representative Council.

- c. Should new officers be elected during negotiations the sitting team will continue negotiations to conclusion. The newly elected president and vice presidents shall serve as part of the team for observation and opinion only. The past President shall remove themselves from the process.
- d. The Grievance Committee shall explore and prepare programs for securing satisfactory policies and procedures for the redress of grievances. It shall process all grievances filed in accordance with the Agreement and policies adopted by the Association. It shall advise the Executive Committee in situations involving the defense of individual rights.
- e. The Membership Committee shall organize and conduct membership enrollment. Its members shall attempt to enroll new employee staff and former non-members. It shall communicate with members to return by direct mail any corrections in their status or address after receiving their annual membership cards in the mail.
- f. The Public Relations Committee shall seek to develop public understanding of the purposes and programs of the Association. It shall develop procedures by which the Association can present material through newspapers, radio, television and other mass media and work cooperatively with the public in civic, fraternal and social organizations. This committee shall be responsible to keep the general membership informed of Association action through newsletters and flyers.
- g. The Legislative Committee shall have broad concern for state and national legislation affecting the interest of the Association. It shall inform members about newly proposed and enacted legislation related to their interest, promote activities leading to the passage of desirable legislation, encourage members to exercise their responsibility to vote and their right to participate in political activity.

- h. The Liaison Committee shall meet with the Representatives of the Board of Education to discuss problems of mutual concern in accordance with Article VIII of present Agreement.
- i. The Community Relations Committee shall act as a liaison between the Association and parent and community groups. It shall report to the Executive Committee on recommendations to promote community and Association relations.
- j. The Minority Leadership & Recruitment Committee shall encourage minority members to become active in Association work at all levels of the united profession. It shall promote human relations through recommendations made to the Executive Committee on membership training on topics related to but not limited to cultural diversity, racial diversity, gender diversity and sexual orientation.
- k. The Insurance Committee shall liaison with the Board and the contracted insurance carriers to assure compliance of contracted benefits.
- i. The Election Committee shall facilitate all district wide elections and ratifications in accordance with the rules set forth in Article VIII.
- m. Pride Committee shall coordinate and oversee PTEA Pride Projects.
- j. PAC Committee shall monitor board and township meetings and report to the Association any relative information on local or board decisions impacting on PTEA membership. The committee will hold an annual forum for school board candidates and if appropriate recommend candidates for seats on the board of education. They shall support the passage of the annual school budget.
- o. Constitution & ByLaws Committee will meet to consider recommendations for changes of the PTEA Constitution & ByLaws. The committee will then present recommendations to

Executive Council and Representative Council
for consideration and approval.

ARTICLE VII

SPECIAL COMMITTEES

- A. Each year the President shall appoint an Election Committee, a Contract Ratification Committee, a Budget Committee and such other special committees as may be necessary and shall disband them upon completion of their duty. All special committees shall operate according to rules approved by the Representative Council. No officer shall serve on the Audit, Contract Ratification, or Election Committee.

- B. Each year the President shall authorize the Treasurer to obtain a certified Public Account as Auditor. A copy of the audit shall be sent to NJEA and shall become part of the Association's permanent record.

ARTICLE VIII

ELECTIONS

Section 1 - Nominations

- a. The Active members of the Association in each building during the months of March – April may nominate a candidate for President, the five (5) Vice-Presidents (two teachers, one aide, one secretary/cashier and one cook, custodian or maintenance person), Recording Secretary, Corresponding Secretary, and Treasurer. The Building Representative shall deliver all nominations in writing to the Elections Committee.
- b. The Committee on Elections shall report all nominations to the Representative Council at the April meeting. Members of the Council may nominate other candidates from the floor.
- c. On May 15, or the first school day thereafter, members shall vote for officers by secret ballot, in accordance with procedures outlined by the Committee on Elections.
- d. Voting shall be held for at least one half (1/2) hour prior to the students' day and one half (1/2) hour after the close of the students' day in each building. Exceptions to these procedures may be approved by the elections chair.

Section 2 - Election Committee Responsibilities

- a. The Election Committee shall consist of four (4) members appointed by the President. One (1) member shall be appointed Chairperson. There shall be a minimum of one representative of the teaching staff, one of the aides, one of the secretaries and cashiers and one of the cook, custodian and maintenance personnel.
- b. The election chair shall:
 1. Ensure that all election committee members meet to review the elections rules.
 2. Maintain possession of the ballot box keys for the duration of the election.

3. Upon conclusion of the election, ballot boxes shall remain at the PTEA office.
- c. The responsibilities of the Election Committee shall:
 1. Collect nominations for the ballot. All nominations to be placed on the ballot must be submitted no later than the end of the April Representative Council meeting.
 2. Prepare ballots. Position on the ballot will be determined by the Election Committee with a random drawing
 3. Publish rules of election.
 4. Distribute sample ballots to each school.
 5. Print the ballots.
 6. Distribute ballots and ballot boxes.
 7. Provide Absentee ballots for members who will be absent on the day of election. Absentee balloting shall take place at the school of the election chairperson prior to the formal election. A sign-in sheet, ballot and a sealed box shall be provided.
 8. Accept sealed ballot boxes from election representatives from each building.
 9. Count ballots.
 10. Validate ballots and report alleged irregularities to chair.
 11. Determine the winner in each category by simple majority of votes cast.
 12. Release official results to the Association members on the next school day.

Section 3 - Ballots

- a. Ballots used in the general election of officers must be standard in size, type and color.
- b. Each ballot must indicate the following:
 “Any irregularities shall be reported to the Election Committee Chairperson within three (3) working days. Official results will be released by the Election Committee to the Association members on the next school day.
- c. Rules for voting will be posted at each polling place.
- d. The Election Committee will not accept any ballot later than two (2) hours after student dismissal of each school building.

- e. The ballot boxes shall be delivered by head rep. or their designee.

Section 4 - Voting Procedures

- a. Names of persons responsible for elections in their respective buildings shall be submitted at the January meeting of the Representatives Council.
- b. Sealed ballot boxes are to be used.
- c. Persons responsible for elections shall notify members of time(s) and place polls will be open.
- d. All ballots shall be marked in ink.

ARTICLE IX

FINANCIAL AID

Section 1 - A maximum \$500 loan will be made available as a legal defense fee to assist members of the PTEA upon request, substantiated necessity, and approval of the Executive Committee. Funds in excess of \$500 will be loaned on a non-interest bearing repayment plan when recommended by the Executive Committee and approved by Representative Council.

Section 2 - In order for a member to receive financial aid from PTEA, he must be a member at least 30 days prior to the time the incident necessitating a defense fee occurred. The PTEA Executive Committee must be notified before consulting an attorney.

ARTICLE X

RATIFICATION

Section 1 - The President shall call a general membership meeting at least three (3) days prior to any contract ratification for the purpose of discussing the issues involved in the proposed contract. The Negotiating Team will be present at said meeting for the purpose of clarifying the

proposed contract for the membership. The President shall secure the use of the High School auditorium or other suitable facility for a meeting for the above stated purpose.

- a. The President will determine the date for a vote on contract ratification or rejection (at least three (3) days after the general meeting).
- b. The President shall direct a committee to be set up for the purpose of handling a contract ratification vote.

Section 2 - Contract Ratification Committee Responsibilities

- a. The contract ratification committee shall consist of a minimum of four (4) members appointed by the Executive Board/President. One member will be appointed Chairperson. There shall be a minimum of two (2) representatives of certificated staff and two (2) from the Educational Support Professionals.
- b. The responsibilities of the Contract Ratification Committee shall:
 1. Collect nominations for the ballot. All nominations to be placed on the ballot must be submitted no later than the end of the April Representative Council meeting.
 2. Prepare ballots.
 3. Publish rules of election.
 4. Distribute sample ballots to each school.
 5. Print the ballots.
 6. Distribute ballots and ballot boxes.
 7. Provide Absentee ballots for members who will be absent on the day of election. Absentee balloting shall take place at the school of the election chairperson prior to the formal election. A sign-in sheet, ballot and a sealed box shall be provided.
 8. Accept sealed ballot boxes from election representatives from each building.
 9. Count ballots.
 10. Release official results to the Association President, who will release them to the membership, the school board, the Superintendent and other appropriate personnel.

Section 3 - Ballots

- a. Ballots used in the contract ratification vote must be standard in size, type and color.
- b. Each ballot must indicate the following:
“Any irregularities shall be reported to the Contract Ratification Chairperson within three (3) working days. Official results will be released by the Contract Ratification Committee to the Association President, who will release the results to the membership, school board, Superintendent and other appropriate personnel.”
- c. Rules for voting will be determined by the Ratification Committee and will appear on the back of the ballot.
- d. Voting shall be held for at least one half (1/2) hour prior to the students’ day and one-half (1/2) hour after the close of the students’ day in each building. Exceptions to these procedures may be approved by the elections chair.
- e. The Ratification Committee shall not accept any ballot later than two (2) hours after the close of the school day.

Section 4 - Voting Procedures

- a. Sealed ballot boxes are to be used.
- b. Persons responsible for voting shall notify members of times and place polls will be open.
- c. Any deviation from the above will need prior approval of the Ratification Committee.
- d. All ballots shall be marked in ink.

ARTICLE XI

PAYMENT FOR EXPENSES

Section 1 - Members shall be reimbursed up to the limit of \$15.00 for any meal purchase necessitated by attendance to Association business. A receipt for said meal shall be presented to the Treasurer. An exception shall be the negotiations team.

Section 2 - Members who are elected during the regular annual election to represent the PTEA at the NEA convention shall be given a stipend equal to what NJEA reimburses their delegates to the NEA convention. PTEA representatives shall attend all official business and caucus meetings. A representative who is absent from any official business or caucus meetings shall reimburse the PTEA.

ARTICLE XII

EDUCATION

- A. The budget committee shall annually appropriate a set amount of funds for expenses at annual workshops, conferences and meetings, and the NEA convention. Reallocation of these funds may be accomplished by the Executive Committee to meet the needs of the Association.
- B. Educational workshops and Conferences. Attendance at all NJEA sponsored in-service workshops and conferences shall be encouraged of all Association members.
- C. County and State Legislative Dinner Meetings. Requests to attend the Legislative dinner meetings should be submitted to the President thirty (30) days prior to the scheduled meeting. The Executive Committee will determine the number and select personnel to send to these annual dinner meetings at the Association's expense.
- D. Paid attendance at the NJEA Summer Leadership Training Conference will be limited to Association officers, committee personnel and members of the Representative Council. The Executive Committee shall determine the number to attend workshops
- E. In the case of committee conferences, legislative dinner meetings and summer leadership workshops and other Association activities where the Association will be paying the full costs, individuals scheduled to attend will be required to sign a contract agreeing to reimburse the

Association for the full costs should the individual elect not to attend, and the Treasurer has paid the cost. In cases where a bonafide emergency existed or a substitute approved by the Executive Committee makes use of the reservation, no further charges will be made.

- F. Members who attend any workshops for which the Association has paid will be required to submit a report at the next regularly scheduled Executive Committee meeting.
- G. To ensure the most effective and prudent use of our limited education dollars the Executive Officers will be given first consideration for leadership workshops and other related topics to their duties. Committee chairpersons will be given first consideration to workshops specifically related to their committee charge. When none of the above is available to attend, the workshop will be open to the general membership.

ARTICLE XIII

FISCAL YEAR

The Fiscal Year of the Association shall begin September 1 and end August 31.

ARTICLE XIV

DUES

Dues for the PTEA shall be one hundred ten (\$110) per year for Certificated Staff members and fifty-five (\$55) per year for Educational Support professionals.

ARTICLE XV

AUTHORITY

The most recent edition of Robert's Rules of Order shall be the parliamentary authority for the Association on all questions not covered by the Constitution and Bylaws and such standard rules as the Executive Committee may adopt.

ARTICLE XVI

AMENDMENT

These Bylaws may be amended by majority vote at any regular meeting of the Representative Council that has been legally called by the President, provided the proposed amendments were introduced at the preceding regular meeting of the Representative Council and that copies of the proposed amendments had been immediately distributed to members of the Council for member discussion.

Constitution changes were adopted at the Rep Council meeting on June 7, 2004.

Policies

1. Should the President be full-release the president's salary shall be paid for 30 or 36 if President is Education Support Professional additional days from June to September pro-rated on the appropriate guide.
2. The Treasurer shall serve an additional five days extended service at the discretion of the President which will be paid at the per diem rate of their salary on the appropriate guide in order to complete required reports and statements.

Affirmative Action Plan

The PTEA is committed to achieving ethnic minority representation proportional with Association membership.

In order to achieve this representation, the Association will actively pursue proportional representation by:

Publishing the Affirmative Action Policy.

Appoint an Executive committee member responsible for plan implementation.

Assure that ethnic-minority members are encouraged to attend locally sponsored workshops and leadership training sessions.

Assure that ethnic-minority members are appointed to committees.

Assure that all candidates have provisions for adequate opportunity to identify themselves through photographs and prepared statements presented to the membership prior to elections.

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**PEMBERTON TOWNSHIP
EDUCATION ASSOCIATION**

ASSOCIATION OFFICERS

President **Sherry Scull**

Vice-Presidents

Teachers **Becky Smith**
Denbo

Secretaries/Cashiers **Linda Anderson**
Stackhouse

Cooks/Custodians/Maintenance **Les Nirdlinger**
High School

Aides **Donna Lefebvre**
Stackhouse

Recording Secretary **Laurie Snyder**
High School

Corresponding Secretary **Valerie Borawski**
Newcomb

Treasurer **Terri Sharp**
High School