

Agreement
Between
Pitman Board of
Education
and
Pitman Education
Association
2001-2004

TABLE OF CONTENTS

| | |
|-------------------------------------|----|
| Agreement | 1 |
| Definitions | 1 |
| General | 2 |
| Recognition | 3 |
| Duration of Agreement | 5 |
| Procedures for Negotiations | 5 |
| Grievance Procedure | 6 |
| Fair Dismissal Procedure | 9 |
| Temporary Leaves of Absence | 9 |
| Sick Leave | 10 |
| Extended Leaves of Absence | 11 |
| Other Leaves of Absence | 14 |
| Work Day | 15 |
| Voluntary and Involuntary Transfers | 19 |
| Teacher Evaluation | 21 |
| Salaries | 24 |
| Insurance | 27 |
| Tuition Reimbursement | 29 |
| Miscellaneous | 30 |
| Representation Fee | 31 |
| Schedules | 34 |

AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Pitman in the County of Gloucester, State of New Jersey (hereinafter called the "Board") and the Pitman Education Association (hereinafter called the "Association") this 23rd, July, 2002.

ARTICLE I

DEFINITIONS

- A. The term "employee(s)" as used in the Agreement shall refer to any person included in the professional unit and/or the support unit as defined in Article III, A, B and C.
- B. The term "teacher" as used in the Agreement shall refer to all regularly assigned teachers in the professional unit as defined in Article III, A and B, Recognition.
- C. The term "support staff" as used in the Agreement shall refer to any person included in the support unit as defined in Article III, A and C, Recognition.
- D. The term "Board" as used in the Agreement shall mean the Board of Education of the Pitman School District, in the County of Gloucester, State of New Jersey.
- E. The term "Association" as used in this Agreement shall mean the Pitman Education Association.
- F. The terms "School District" and "Pitman Public Schools" as used in this Agreement shall mean the Pitman School District in the Borough of Pitman, County of Gloucester, State of New Jersey.
- G. The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Pitman School District in the Borough of Pitman, County of Gloucester, State of New Jersey.
- H. The term "school year" as used in this Agreement shall mean the period of time from the first day of teachers' orientation, through the closing of the schools of the district as established by the official school calendar.
- I. The term "school days" as used in this Agreement shall mean all teacher and/or student days in the "school year" as defined in paragraph H. of this Article.

ARTICLE II

GENERAL

- A. This Agreement shall, by this reference to each individual's employee contract, be deemed to be part thereof.
- B. Employees have the right to join any lawful organization for their professional or economic improvement and for the advancement of public education.
- C. No change, revision, alteration, modification, of this Agreement in whole or in part, shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing thereon.
- D. This Agreement shall be governed and construed according to the Constitution and Laws of the State of New Jersey.
- E. The Board and Association recognize that the Board has certain powers, discretion and duties that, under the Constitution and Laws of the State of New Jersey, particularly Title 18A, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement, or any application to any employee covered hereby, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE III

RECOGNITION

- A. The Pitman Board of Education, Pitman Borough, Gloucester County, hereafter known as the Board, hereby recognizes the Pitman Education Association, hereafter known as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time professionally certified salaried teachers under contract of the professional unit as defined in paragraph B. of this Article and the support staff as defined in paragraph C. of this Article; provided, however, that any individual members of a designated unit or group of members shall have the right at any time to present grievances to the Board. Full time for teachers is defined as twenty (20) or more hours per week and for support unit employees as thirty (30) or more hours per week. Part-time Support unit employees who are currently receiving benefits will continue to do so for the duration of this agreement as long as they continue to be employed.
- B. It is agreed that the following members of the professional staff of the Pitman Public Schools constitute what the parties hereto believe to be an appropriate "professional unit" (herein after referred to as teacher(s) for purposes of negotiating terms and conditions of employment as contemplated by the New Jersey Employer-Employee Relations Act:

- Classroom Teachers
- Guidance Counselors
- Learning Disability Specialists
- Nurses
- Special Subject Teachers
- Librarian/Media Specialists
- Compensatory Education Teachers
- Social Workers
- Speech Correctionist
- School Psychologist

C. It is agreed that the following members of the support staff of the Pitman Public Schools constitute what the parties hereto believe to be an appropriate "support unit" (herein after referred to as support staff) for purposes of negotiating terms and conditions of employment as per the New Jersey Employer-Employee Relations Act:

- Secretaries
- Educational Interpreters
- Instructional Aides
- Interpreter Aides
- Library Aides
- Custodial Employees/Maintenance Employees
(including messenger)
- Cafeteria Employees
- Non-Instructional Aides

D. It is agreed that the following positions shall not be included for the purposes of negotiating terms and conditions of employment:

- Superintendent
- Business Administrator/Board Secretary
- Director of Curriculum and Instruction
- Principals and Assistant Principals
- Director of Special Services
- Director of Pupil Personnel Services
- Athletic Director
- Food Service Director
- Educational Facilities Manager
- IT Systems Administrator
- Secretaries to the Superintendent, Business Administrator/Board Secretary, and Director of Curriculum and Instruction
- Computer Technician

ARTICLE IV

DURATION OF AGREEMENT

This Agreement shall be for the three-year period July 1, 2001 to June 30, 2004.
Salary schedules shall be in force for the three-year period July 1, 2001 to June 30, 2004.

ARTICLE V

PROCEDURES FOR NEGOTIATIONS

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act.
- B. For the duration of this agreement written requests for negotiations between the Board and the Association may be submitted by either party on the terms and conditions of employment of the employees represented by the Association. Such requests will specify the subject matter to be considered and will include the specific written proposal or proposals to be negotiated.
- C. No change, revision, alteration or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing thereon.
- D. Any agreements reached through the aforementioned negotiations procedure, subject to ratification by the parties, shall be reduced to writing and shall be signed by the properly designated officers of the Board and the Association. The Board shall provide a copy of this document for each employee.

| EXTRA-SERVICE CONTRACTS | SCHEDULE D | SCHEDULE E | SCHEDULE F |
|---------------------------------|-------------------|-------------------|-------------------|
| ATHLETIC | 2001-2002 | 2002-2003 | 2003-2004 |
| Hockey Head Coach | 4,325 | 4,455 | 4,589 |
| Hockey Ass't Coach | 3,460 | 3,564 | 3,671 |
| Cross Country Coach | 3,926 | 4,044 | 4,165 |
| Boys Soccer Head Coach | 4,325 | 4,455 | 4,589 |
| Boys Soccer Ass't Coach | 3,460 | 3,564 | 3,671 |
| Boys Soccer Freshman Coach | 2,945 | 3,033 | 3,124 |
| Girls Soccer Head Coach | 4,325 | 4,455 | 4,589 |
| Girls Soccer Ass't Coach | 3,460 | 3,564 | 3,671 |
| Girls Soccer Freshman Coach | 2,945 | 3,033 | 3,124 |
| Girls Tennis Coach | 3,926 | 4,044 | 4,165 |
| Football Head Coach | 4,877 | 5,023 | 5,174 |
| Football Ass't Coach | 3,460 | 3,564 | 3,671 |
| Football Ass't Coach | 3,460 | 3,564 | 3,671 |
| Football Ass't Coach | 3,460 | 3,564 | 3,671 |
| Football Ass't Coach | 3,460 | 3,564 | 3,671 |
| Cheerleading -Fall | 2,472 | 2,546 | 2,622 |
| Cheerleading - Winter | 2,472 | 2,546 | 2,622 |
| Boys Basketball Head Coach | 4,325 | 4,455 | 4,589 |
| Boys Basketball Ass't Coach | 3,460 | 3,564 | 3,671 |
| Boys Basketball Freshman Coach | 2,945 | 3,033 | 3,124 |
| Swimming Head Coach | 4,325 | 4,455 | 4,589 |
| Swimming Ass't Coach | 3,460 | 3,564 | 3,671 |
| Weight Training - Fall | 1,003 | 1,033 | 1,064 |
| Weight Training - Winter | 1,003 | 1,033 | 1,064 |
| Weight Training - Spring | 1,003 | 1,033 | 1,064 |
| Girls Basketball Head Coach | 4,325 | 4,455 | 4,589 |
| Girls Basketball Ass't Coach | 3,460 | 3,564 | 3,671 |
| Girls Basketball Freshman Coach | 2,945 | 3,033 | 3,124 |
| Wrestling Head Coach | 4,325 | 4,455 | 4,589 |
| Wrestling Ass't Coach | 3,460 | 3,564 | 3,671 |
| Baseball Head Coach | 4,325 | 4,455 | 4,589 |
| Baseball Ass't Coach | 3,460 | 3,564 | 3,671 |
| Baseball Freshman Coach | 2,945 | 3,033 | 3,124 |
| Golf Head Coach | 3,926 | 4,044 | 4,165 |
| Boys Tennis Coach | 3,926 | 4,044 | 4,165 |
| Girls Softball Head Coach | 4,325 | 4,455 | 4,589 |
| Girls Softball Ass't Coach | 3,460 | 3,564 | 3,671 |
| Girls Softball Freshman Coach | 2,945 | 3,033 | 3,124 |
| Boys Track Head Coach | 4,325 | 4,455 | 4,589 |
| Boys Track Ass't Coach | 3,460 | 3,564 | 3,671 |
| Girls Track Head Coach | 4,325 | 4,455 | 4,589 |
| Girls Track Ass't Coach | 3,460 | 3,564 | 3,671 |
| Winter Track | 4,325 | 4,455 | 4,589 |

| EXTRA SERVICE CONTRACTS | SCHEDULE D | SCHEDULE E | SCHEDULE F |
|--------------------------------|-------------------|-------------------|-------------------|
| CO-CURRICULAR | 2001-2002 | 2002-2003 | 2003-2004 |
| K-12 BSI Coordinator | 2,472 | 2,546 | 2,622 |
| Computer Coordinator | 2,931 | 3,019 | 3,110 |
| Marching Band Director | 4,140 | 4,264 | 4,392 |
| Ass't Marching Band | 2,378 | 2,449 | 2,522 |
| Ass't Marching Band | 2,378 | 2,449 | 2,522 |
| Percussion Instructor | 494 | 509 | 524 |
| Detention Proctor H.S. | 2,719 | 2,801 | 2,885 |
| Auditorium Manager H.S. | 3,436 | 3,539 | 3,645 |
| Drama Advisor - Fall | 2,472 | 2,546 | 2,622 |
| Senior Class Advisor | 1,543 | 1,589 | 1,637 |
| Senior Class Advisor | 1,543 | 1,589 | 1,637 |
| Junior Class Advisor | 1,350 | 1,391 | 1,433 |
| Junior Class Advisor | 1,350 | 1,391 | 1,433 |
| Sophomore Class Advisor | 870 | 896 | 923 |
| Sophomore Class Advisor | 870 | 896 | 923 |
| Freshman Class Advisor | 675 | 695 | 716 |
| Freshman Class Advisor | 675 | 695 | 716 |
| Student Council Advisor | 1,483 | 1,527 | 1,573 |
| Yearbook Advisor | 3,831 | 3,946 | 4,064 |
| Yearbook Business Manager | 1,639 | 1,688 | 1,739 |
| National Honor Society | 865 | 891 | 918 |
| Musical/Play Director | 2,472 | 2,546 | 2,622 |
| Musical/Play Ass't Director | 1,482 | 1,526 | 1,572 |
| Musical/Play Set Builder | 1,112 | 1,145 | 1,179 |
| Choral Director H.S. | 2,472 | 2,546 | 2,622 |
| Computer Club Advisor H.S. | 993 | 1,023 | 1,054 |
| Content Coordinator(s) | 4250 | 4,378 | 4,509 |
| Literary Magazine Advisor | 865 | 891 | 918 |
| Christmas/Prom Coordinator | 1,585 | 1,633 | 1,682 |
| Christmas/Prom Coordinator | 1,585 | 1,633 | 1,682 |
| Saturday Attendance Make-up | 81.70/day | 84.15/day | 86.67/day |
| Key Club | 1082 | 1,114 | 1,147 |
| SADD | 875 | 901 | 928 |

- b. The Arbitrator shall be limited to the issues submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. Only the Board and the aggrieved and their representatives shall be given copies of the arbitrator's report of findings and recommendations. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.
- 8. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process.
- 9. 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 the grievant, the time limits set forth herein shall be reduced to calendar days so that the grievance procedure may be exhausted prior to the end of the school year or as soon as possible thereafter as is practicable.

C. Costs

- 1. Each party will bear the total cost incurred by themselves, except the fees and expenses of the arbitrator will be shared by the two parties. Such costs will be shared equally.
- 2. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be without pay.

ARTICLE VII

FAIR DISMISSAL PROCEDURE

- A. A dismissed or non-renewed support staff , who has at least two (2) years of employment in the School District may, within ten (10) working days after receiving notice of termination or non-renewal and the reasons therefore in writing, request an appearance with a committee of the Board in order to make a presentation as to why the Board should reverse its decision. The appearance will be scheduled within 30 days following the Board's decision. The support staff may have a representative present.
- B. The Board shall advise the support staff in writing of its decision within three (3) working days following the next regularly scheduled Board meeting.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

- A. Bereavement Leave
 - 1. Any employee under contract with the Board shall be entitled to time off with pay from service in the event of death in his or her immediate family as follows:
 - a. Up to five (5) days' leave in event of a death in the employee's immediate family. Immediate family shall mean (1) husband or wife, (2) father, mother, brother, sister, son, daughter or other persons who have assumed comparable roles. One of five days may be utilized to address family business related to the death up to one year after the occurrence.
 - b. Up to three days' leave in event of a death of brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild, grandparent, aunt, uncle, niece or nephew.
 - c. An employee may be granted one (1) day in the event of the death of a close personal friend. Denial is not arbitrable.
 - 2. Each case must be documented in writing and presented to the Superintendent of Schools, either before or after the period of leave.
 - 3. In emergencies, additional bereavement leave time may be granted at the discretion of the Superintendent.

B. Personal Business Leave

1. Up to three (3) personal days shall be granted during a school year for one's personal business that cannot be conducted outside the realm of the normal working day. Three (3) unused personal days per year will be converted to sick leave days.
2. Personal leave ordinarily is not granted immediately before or after a holiday or school closing. However, the Superintendent may, at his/her discretion, grant such a request for a proper reason.
3. Application for such leave shall be made to the principal, or the employee's immediate supervisor, at least five (5) school days before such leave is to begin. In case of serious emergencies, such leave requests may be granted immediately by the principal or immediate supervisor.
4. No more than ten per cent (10%) of teachers may be granted leave on the same day.

ARTICLE IX

SICK LEAVE

- A. All full time employees employed by the Board of Education shall be entitled to the sick leave benefits hereinafter stated for personal illness, physical disability or medical appointments. Medical appointments are limited to those which cannot be scheduled other than during the normal school day. Requests to use sick leave for medical appointments shall be made, in writing, at least three (3) days prior to the appointment to the building principal or immediate supervisor except in the case of an emergency.
- B. The annual sick leave allowance for full-time employees shall be ten (10) days for ten-month employees and twelve (12) days for twelve-month employees at full pay with no maximum on the cumulative number of unused days. Medical verification may be required.
- C. Sick leave time will be granted according to applicable state statute.
- D. Sick leave may be extended beyond the limitations noted above in special instances. These special instances will require case studies to be presented by the employee or their principals and/or immediate supervisors to the Superintendent of Schools and the Board of Education.

- E. Sick leave allowance during the year of service for employees whose employment is subsequent to the beginning of the school year and for those who terminate their services prior to the expiration of such year shall be pro-rated according to the ratio that the number of days of possible service bears to the total number of days of service during the contract year.
- F. For any absence not covered by the foregoing sick leave agreement, and not otherwise covered by bereavement leave or personal leave agreements, or if medical verification from an attending physician is not submitted when requested, payroll deductions will be made according to the following schedule:
 - 1. One day's salary is defined as:
 - a. 1/200 of Annual Salary - Teachers and 10 Month Support Staff
 - b. 1/240 of Annual Salary - 12 Month Support Staff
- G. Upon retirement, employees will be paid for unused accumulated sick days in accordance with the following:
 - 1. The retirement must be under the Teacher's Pension and Annuity Fund for the teacher(s) and the Public Employees Retirement System for the support staff.
 - 2. The employee must have been employed at least twenty (20) years in the district;
 - 3. Employee will be paid for all accumulated sick days.
 - 4. Teachers will be paid \$40.00 for each day for which they are entitled to be compensated under this provision. Support Staff will be paid \$30.00 for each day for which they are entitled to be paid under this provision. Official notice must be submitted to the Superintendent by January 30 in order to be guaranteed compensation in the subsequent fiscal year.
 - 5. If an employee dies in service, payment of all sick days shall be made to the spouse, if any, or the estate at the rate as defined in G. 4.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

- A. Disability Leave
 - 1. An employee with at least three (3) years of service in the district, who anticipates a disability shall notify the Superintendent in writing of the anticipated commencement of the disability as soon as the employee is aware of it.
 - a) In the case of pregnancy, the employee shall inform the Superintendent of the anticipated delivery date.
 - b) No later than 90 days prior to the anticipated delivery date, the employee shall request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for child care as provided for in B1 below.

2. The Board reserves the right to regulate the termination dates of anticipated disability leaves in order to preserve educational continuity. When this occurs, the employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the terms of this agreement, the rules of the insurance carrier, and the provisions of The Family Leave Act (1993). However, time spent on an unpaid leave shall not be counted for accrual of any benefit.
3. Unpaid leaves of absence shall be granted in compliance with the Family Medical Leave Act (1993) and the New Jersey Family Leave Act.

B. Child Care Leave

1. The Board may grant voluntary unpaid leaves of absence for the purpose of childcare to employees who fulfill the requirements set below. Approval is conditioned upon adequate staffing as determined by the Board.
2. Childcare leave is available to employees with three or more years of service in the district.
3. Such leave generally will be for one-half or one full school year at the request of the employee and the approval of the Board. Extensions may be granted at the complete discretion of the Board.
4. To avoid unnecessary interruptions in instruction, child care leaves shall generally commence on either September 1 or the first day of the second semester, and shall terminate on September 1 or the last day of the first semester following the leave.
5. An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the child. In the case of an adoption, notice shall be given to the Superintendent when application for the adoption is made. In such cases, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
6. Upon return from leave, there is no guarantee that the employee will be assigned to the same class and/or building to which he/she was assigned prior to commencing the leave.
7. The employees may continue to participate in the District's medical insurance programs at their own expense when said leave extends beyond the period covered by benefits.

C. Sabbatical Leave

1. Sabbatical leave for teachers is provided for under the following regulations. Sabbatical leave may be granted by the Board for the purpose of study, a teaching scholarship and/or graduate fellowship.
2. Applicants must have completed a minimum of seven consecutive years of teaching experience in the Pitman School District before being eligible for sabbatical leave.
3. No teacher shall be given such leave of absence more often than once every seven (7) years.
4. No more than two (2) teachers are to be absent on sabbatical leave. If, however, a candidate approved for sabbatical leave prefers to limit his or her leave to one semester, another teacher may be granted a sabbatical leave for a period not to exceed one semester.
5. Applications shall be made in writing to the Superintendent on or before November 15 of the school year preceding the school year for which the leave is sought. All applications for sabbatical leave shall be notified of the Board's final decision on or before January 31 of the school year preceding the school year for which sabbatical leave has been requested.
6. A criteria committee of three (3) teachers and three (3) Board members, or their designees, shall establish the criteria for the selection of teachers for the granting of sabbatical leave if two or more teachers apply at one time. Upon the verification of the eligibility of the applicants by the Superintendent, the Board shall have the responsibility of granting leaves on the basis of the criteria developed by the committee.
7. In the event that the teacher is on sabbatical leave for one semester, he/she shall receive full salary for that period. In the event that the teacher is on sabbatical leave for the entire school year, he/she shall receive one-half (1/2) of his or her annual salary. Payment shall be made in accordance with the normal pay days in the District. In no event shall a sabbatical leave exceed two (2) semesters.
8. A teacher who accepts a sabbatical leave of absence must sign a letter of intent to return to the Pitman School System for two years of active service. Such a person is assured reemployment (subject to provisions of the law dealing with seniority and reductions in force) and upon return, the teacher shall be placed on the appropriate step on the salary schedule which he or she would have achieved had he or she remained actively employed in the system during the period of his or her absence.

9. A teacher who accepts a sabbatical leave shall sign a promissory note for the salary he or she is to receive while on leave. Upon his or her return to active professional service, the amount of the note shall be reduced by fifty percent (50%) for each year of professional service. Two (2) years of professional service in the Pitman School District following a sabbatical leave shall cancel the promissory note.
10. No sick or personal leave time shall accrue during the period the teacher is absent from service; however, unused sick leave time shall be restored without loss when the teacher returns to regular teaching duties.
11. The tuition reimbursement provisions of Article XII, C. shall not apply to teacher(s) while on sabbatical leave.
12. Denial is not arbitrable.

ARTICLE XI

OTHER LEAVES OF ABSENCE

- A. Any employee may apply for an unpaid leave of absence for a period of one (1) year (maximum) for the following reasons: service in the Peace Corps, VISTA or Teacher Corps, for teaching fellowships, scholarships, military service, prolonged illness, temporary transfer of spouse and similar activities as approved by the Board.
- B. The Board may grant an extension or renewal of such leave upon written application for the same.
- C. An employee on extended leave will not be given credit on the salary guide for the time spent "on leave" nor will time spent on extended leave count toward accumulation of credit toward sabbatical leave time. Upon returning, the employee will be restored to the same position of the salary guide that he or she occupied at the start of the leave period.
- D. Sick or personal leave time may not be accumulated during the period of extended leave; however, previously unused sick leave time will be restored when the employee returns to active status.
- E. The employee, as specified above, shall be given professional consideration in filling vacancies that may occur after he or she notifies the Board that he or she desires to return to active service.

ARTICLE XII

WORK DAY

A. Length of School Day

1. The total work day shall consist of no more than seven and one half (7 1/2) hours for teachers. They shall arrive at least fifteen (15) minutes prior to the start of the scheduled student day in their respective building assignments.
2. The secretarial work day during the school year shall consist of no more than seven (7) hours not including one (1) hour for lunch. The secretarial work day during the summer months shall consist of no more than six (6) hours not including one (1) hour for lunch.
3. The custodial, maintenance, and messenger work day for the twelve-month period shall consist of eight (8) hours not including one half (1/2) hour for lunch. Time worked in excess of forty (40) hours per week shall be paid at one and one-half (1-1/2) times the employee's regular hourly rate (salary divided by 2080 hours). There shall also be a minimum of one (1) hour pay for call-in. Custodial or maintenance personnel who work in excess of forty (40) hours per week are eligible for the overtime rate of pay only if they have worked the regular workday preceding and following the overtime hours, unless illness can be verified by the school medical inspector or other licensed medical personnel.
4. Full time library and instructional aides will work a minimum of seven (7) hours per day not to include a 30 minute lunch.

B. Check-In and Check-Out Procedures

Teachers shall indicate their presence for duty by a check-in and check-out procedure. The Superintendent of Schools shall establish such a procedure in consultation with the Building Principal.

C. Faculty and Other Meetings

1. Teachers may be required to remain after the end of the regular school day (see paragraph A.1) without additional compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall begin promptly after most students have exited the building and shall last for no more than sixty (60) minutes unless an emergency involving the health and safety of students and teachers occurs.
2. Meetings which take place after the regular school day and which require teacher attendance shall not be held on Fridays, or any day immediately preceding a holiday, or other days upon which teacher attendance is not required at school, except in cases of emergency.

3. The notice of an agenda for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
4. Such meetings shall be mandatory for all teachers except for coaches when an athletic contest for which they are the coach has been scheduled in conflict with a meeting time.

D. Duty-Free Lunch Period

There shall be a duty-free lunch period of not less than thirty (30) consecutive minutes for all teachers unless the lunch period for students is less than thirty (30) minutes, in which case the teacher lunch period will be the same as the students.

E. Professional Time

The Board recognizes that it is desirable for teachers to have professional time during the school day in order to prepare for classes and to meet professional obligations such as assisting students, conferencing with colleagues, parents, and/or administrators, evaluating student assignments, etc. At the same time, however, the Board prioritizes the efficient and effective instruction of students. Also recognizing that differences exist in the amount of preparation time necessary for teachers at different levels and in different areas, professional time will be provided as follows:

1. a. Teachers at the Middle School who daily teach three (3) eighty-five minute instructional segments, shall have eighty-five minutes of professional time daily. They also shall be assigned a thirty-five minute duty period daily. Teachers who volunteer for a 30 minute lunch duty will be paid \$2000 beginning September 1, 2001, for lunch supervision, each school year for the duration of the contract. If more teachers volunteer than are needed, the principal will assign accordingly. Assignment and non-assignment is not grievable.
- b. Teachers at the high school who are teaching academic courses offered by the Social Studies, English, Mathematics, and Foreign Language departments, shall be assigned twenty-five(25) teaching periods and five (5) periods of duty assignment weekly. Additionally, for one of the semesters of the school year, all high school teachers shall be assigned five (5) periods of duty assignments weekly. This additional one semester duty shall be in effect during the 1997-98 school year and shall continue only if the same daily schedule (9 periods) is maintained.

- c. The implementation of the 6th teaching period for high school academic teachers identified in XII.E.1.b shall be as follows: Beginning with the 2002-2003 school year academic teachers as specified above shall be assigned thirty (30) teaching periods per week, when required or as signed, and shall be compensated with a payment of \$2,000 annual stipend. The above stipend shall be paid \$1,000 in the last pay in January and \$1,000 in the last pay in June. The assignment of a 6th teaching period is in lieu of the full year duty period. Additionally, for one of the semesters of the school year, all high school teachers shall be assigned five (5) periods of duty assignments weekly. This additional one semester duty shall be in effect during the 1997-98 school year and shall continue only if the same daily schedule (9 periods) is maintained.
 - d. Other high school teachers shall be assigned thirty (30) teaching periods per week. Additionally, for one of the semesters of the school year, all high school teachers shall be assigned five (5) periods of duty assignments weekly. This additional one semester duty shall be in effect during the 1997-98 school year and shall continue only if the same daily schedule (9 periods) is maintained.
 - e. Special Education Teachers at the High School shall teach 25 teaching periods per week and five (5) periods of special education duty. Additionally, for one of the semesters of the school year, all high school teachers shall be assigned five (5) periods of duty assignments weekly. This additional one semester duty shall be in effect during the 1997-98 school year and shall continue only if the same daily schedule (9 periods) is maintained.
 - f. Science teachers at the High School shall teach 25 teaching periods per week plus labs and duties not to exceed 30 teaching periods per week. Additionally, for one of the semesters of the school year shall be as signed five (5) periods of duty assignments weekly. This additional one semester duty shall be in effect during the 1997-98 school year and shall continue only if the same daily schedule (9 periods) is maintained.
 - h. Elementary Teachers shall receive forty (40) minutes of professional time daily.
2. The respective principals may, if circumstances warrant, occasionally request that a teacher substitute for another or monitor students during this professional time.
 3. Itinerant teachers will receive a minimum of twenty minutes when their teaching schedule requires travel to another building.

F. School Calendar

1. Prior to April 1, a representative of the Association has the right to consult with the Superintendent of Schools concerning the school calendar for the next succeeding year. However, the adoption of the calendar is the responsibility of the Board and shall not be grievable. The Teacher School Calendar shall contain a maximum of 187 days. The aforementioned days are not to include two additional days prior to the September opening of school required for employees new to the Pitman Public Schools.
2. All contracts for ten-month employees shall be from September 1 to June 30 of each year.
3. School offices shall be closed during vacations and holidays in conformance with the school calendar.
4.
 - a. Members of the custodial, maintenance and messenger force shall receive eleven (11) paid holidays per year. At the discretion of the Business Administrator, the custodial and maintenance staff may be released early the day prior to the holiday. The decision of the Business Administrator is final and not subject to the grievance procedure. They also shall be entitled to attend at least one professional workshop or conference at the expense of the Board with pay. Prior permission must be granted by the immediate supervisor and a certificate of attendance must be provided upon return to work.
 - b. In the event of an emergency closing, custodial and maintenance personnel shall report to work unless the Superintendent deems otherwise.
5. Cafeterias shall be closed during vacations and holidays in conformance with the school calendar. Cafeteria staff shall be entitled to attend at least one professional workshop or conference at the expense of the Board with pay. The work year shall be one hundred eighty (180) days. Prior notice must be given to the immediate supervisor and a certificate of attendance must be provided upon return to work.
6. Employees paid on an hourly basis, excluding cafeteria workers, shall work in conformance with student days. If the administration requests employees to work additional days, they shall be paid at the hourly rate. The employee may submit a request to the Superintendent for equivalent compensation time in lieu of payment for additional work days. If granted, compensation time must be taken in the fiscal year it is granted and is not cumulative.
7. All cafeteria, Instructional and Library Aides will be required to attend two (2) 4-hour training sessions. If these days or times fall outside the realm of the work day, cafeteria, Instructional and Library Aides will be compensated at their hourly rate. Dates to be determined at the discretion of the administration.

G. Vacation Schedule

1. General

- a. Employees classified as twelve (12) month employees are entitled to an annual paid vacation.
- b. If services are terminated by the employee during or at the conclusion of the first year, said employee shall not be entitled to any vacation.
- c. Vacation time is not cumulative and there shall be no vacation pay in lieu of taking the actual vacation period.
- d. Vacation requests shall be approved in accordance with the work schedule. All vacations are subject to the final approval of the Superintendent of Schools. Generally, vacations shall be taken during the summer months.
 - (1) Maintenance and custodial employees may take vacation during winter and summer months with Superintendent's approval.
 - (2) One (1) week's vacation may be banked with the Superintendent's approval.

2. Secretarial, Custodial, Maintenance and Messenger staff are entitled to vacation time as follows:

- a. After 1 - 4 years 10 days
- b. After 5 - 9 years 15 days
- c. After 10 or more years 20 days

H. Mileage

Employees who are obligated to travel will be reimbursed in accordance with the amount allowed by the Internal Revenue Service.

ARTICLE XIII

VOLUNTARY AND INVOLUNTARY TRANSFERS

A. General

The Board and the Association recognize that changes in grade assignments, changes in subject assignments and transfers between schools will be necessary. Decisions affecting employees in regard to voluntary transfers and reassignments shall rest with the Board. The decision of the Board as to filling of all vacancies shall be final.

B. Notification of Vacancies

1. All vacancies in teaching positions shall be adequately publicized by the Superintendent. When school is in session, a notice shall be posted in each school as far in advance as practicable. Certificated employees may submit their applications in writing to the Superintendent within ten (10) school days of the public notice. The Superintendent, or a designee, shall acknowledge in writing the receipt of all such applications and shall grant each certificated candidate an interview. When school is not in session, a notice shall be posted in each school as far in advance as practicable. The Association officers (president, vice president, secretary and treasurer) will be sent written notification of vacancies at the time of the posting when school is not in session.
2. In addition, certificated employees who wish to apply for positions which may be filled during the summer shall submit their name, address and telephone number to the Superintendent prior to the end of the contract year. The Superintendent, or a designee, shall notify such certificated employees of any vacancy in a position for which they wish to apply and shall be granted an interview if the applicant so requests.
3. Each certificated employee applicant from within the school system shall receive written notification from an Administrator when a selection has been made.

C. Notification of Voluntary Assignment

As soon as practical, but no later than June 30, the Superintendent shall notify all employees who have been reassigned or transferred. Change made after the last day of school shall be followed by notification to the employee by certified mail to his or her address.

D. Notification of Involuntary Assignment

Notice of an involuntary transfers or reassignments shall be given to employees as soon as practical.

E. Meeting and Appeal

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and their immediate supervisor at which time the reason for the change shall be provided. In the event that an employee objects to the transfer or reassignment after this meeting, the employee may request a meeting with the Superintendent which shall be granted. The employee may, at his or her option, have an Association representative present at such meeting.

F. Teacher Assignments

All teachers returning to the Pitman School District after one or more years of service shall receive notice of their tentative grade-level or subject assignments and building assignments for the next contract year on or before June 30.

G. Support Staff who volunteer shall be assigned to additional hours beyond the normal work schedule on a rotating basis. Assignments shall be made by the Business Administrator or designee.

ARTICLE XIV

TEACHER EVALUATION

- A. Frequency
1. Non-Tenured Teachers
 - a. All non-tenured teachers shall be formally observed at least three (3) times during the school year. A follow-up conference shall be held after each observation at which time teacher strengths and weaknesses shall be indicated.
 - b. On or before May 15 of each year, the Board shall give to each non-tenured teacher a written offer of a contract for the next year or a written notice that such employment shall not be offered.
 2. Tenured Teachers
All tenured teachers are to be observed formally at least once a year.
- B. Reports and Procedure
1. Each teacher shall receive three (3) copies of the observation report within fifteen (15) calendar days following an observation.
 2. Two copies shall be signed and returned to the evaluator, one to be retained by the evaluator, the other to be placed in the teacher's personnel file.
 3. A teacher shall have the opportunity to respond to the written observation by the evaluator. This reply shall be in triplicate, signed by the teacher, and forwarded to the evaluator. The evaluator shall sign the copies and return one copy to the teacher. One copy will be retained by the evaluator. The other copy will be placed in the teacher's personnel file
- C. Annual Rating Summary
1. Notification of Summary Meeting
In order to insure that the teacher will be adequately prepared for this meeting, advance notice will be extended to him or her of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument.

2. Annual Summary Conference
 - a. This conference shall be held between supervisor(s) and the teacher prior to the filing of the Annual Performance Report.
 - b. Among the topics to be covered by this conference must be:
 - (1) A review of the performance of the teacher based upon the job description
 - (2) A review of the progress, or lack thereof, of the teacher in meeting the objective of the last annual Individual Professional Improvement Plan.
 - (3) A review of the available indicators of pupil progress as defined in the N.J.A.C. 6:8-3.4 and growth toward the program objectives.
 - (4) A review of the annual written performance report, which must be signed within five (5) working days of the review.
3. Annual Performance Report
 - a. This report shall be prepared by a certified supervisor(s) who participated in the teacher's observations. The report shall contain:
 - (1) Performance areas of strength.
 - (2) Performance areas (based on the job description) that are unacceptable and need improvement.
 - (3) A summary of available indicators of pupil progress. This summary shall relate the indicators to the effectiveness on the overall program and the performance of the teacher.

(4) An Individual Professional Improvement Plan which shall be constructed by the evaluator and the teacher. This written statement of action shall include:

- (a) An opportunity for the teacher to correct any deficiencies and continue professional growth.
- (b) A time line for the implementation of the listed action(s).
- (c) The responsibility of the teacher to meet the statement of action(s).
- (d) The responsibility of the District to assist the teacher in meeting the statement of action(s).
- (e) When no significant areas of weakness are identified, the improvement plan should be used to provide general guidance for voluntary professional improvement.

b. The teacher may, within ten (10) working days of the signing of the Annual Performance Report, submit performance data not previously included in the report.

D. Reports and Procedure

- 1. Each teacher shall receive three (3) signed copies of the annual rating summary.
- 2. Two (2) copies shall be signed and returned to the evaluator, one copy to be retained by the evaluator, the other copy to be placed in the teacher's personnel file.
- 3. The teacher has the right to respond to the written annual rating summary. The teacher will submit three (3) signed copies of a written statement. All copies shall be signed by both parties, one copy returned to the teacher. One copy will be retained by the evaluator, the other to be placed in the teacher's personnel file.

ARTICLE XV

SALARIES

A. Salaries

1. Teachers

- a. Effective July 1, 2001, the salary guide for teachers covered by this agreement is shown in Schedule "A" whose total dollar amount shall not exceed 5% of that paid through Schedule B in 2000-2001
- b. Effective July 1, 2002, the salary guide for teachers covered by this agreement is shown in Schedule "B" whose total dollar amount shall not exceed 5.5% of that paid through Schedule A in 2001-2002.
- c. Effective July 1, 2003, the salary guide for teachers covered by this agreement is shown in Schedule "C" whose total dollar amount shall not exceed 5.5% of that paid through Schedule B in 2002-2003.
- d. Effective July 1, 2001, the total dollar amount for extra-service contracts shall not exceed zero (0) per cent of that paid in the 2000-2001 school year for the 2001-2002 year; for the 2002-2003 school year not to exceed three (3%) percent increase of that paid in the 2001-2002 school year; and for the 2003-2004 school year not to exceed three (3%) percent increase of that paid in 2002-2003 school year. Negotiated salaries are shown in schedules "D, E and F" respectively.
- d. Placement on the salary guides A, B & C shall be determined by the number of years of experience recognized by the Board, graduate and district in-service credits earned, and advanced degree(s) earned (Schedule "S").

2. Secretaries

- a. Effective July 1, 2001, the salary guide for secretaries covered by this agreement is shown in Schedule "G" whose total dollar amount shall not exceed 5.5% of that paid through Schedule F in 2000-2001.
- b. Effective July 1, 2002, the salary guide for secretaries covered by this agreement is shown in Schedule "H" whose total dollar amount shall not exceed 6% of that paid through Schedule "G" in 2001-2002
- c. Effective July 1, 2003, the salary guide for secretaries covered by this agreement is shown in Schedule "I" whose total dollar amount shall not exceed 6% of that paid through Schedule "H" in 2002-2003.

3. Grounds Keepers, Messenger, Maintenance Personnel

- a. Effective July 1, 2001, the salary guide covered by this agreement is shown in Schedule "J" whose total dollar amount shall not exceed 5.5% of that paid through Schedule "L" in 2000-2001.

- b. Effective July 1, 2002, the salary guide covered by this agreement is shown in Schedule "K" whose total amount shall not exceed 6% paid through Schedule "J" in 2001-2002.
 - c. Effective July 1, 2003, the salary guide covered by this agreement is shown in Schedule "L" whose total dollar amount shall not exceed 6% paid through Schedule "K" in 2002-2003.
4. Cafeteria, Educational Interpreters, Part Time Non-Instructional Aides:
- a. Effective July 1, 2001, all salaries shall increase by an average of 5.5% for the 2001-2002 school year
 - b. Effective July 1, 2002, all salaries shall increase by an average of 6% for the 2002-2003 school year.
 - c. Effective July 1, 2003, all salaries shall increase by an average of 6% for the 2003-2004 school year.
5. Custodians:
- a. Effective July 1, 2001, Custodial salaries shall be listed in Schedule "M", whose total dollar amount shall not exceed 5.5% paid through Schedule H in 2000-2001.
 - b. Effective July 1, 2002, their salaries shall be listed in Schedule "N" whose total dollar amount shall not exceed 6% paid through Schedule "M" in 2001-2002.
 - c. Effective July 1, 2003, their salaries shall be listed in Schedule "O" whose total dollar amount shall not exceed 6% paid through Schedule "N" in 2002-2003.
6. Library Aides, Instructional Aides, Aide Interpreters
- a. Effective July 1, 2001, their salaries shall be listed in Schedule "P" whose total dollar amount shall not exceed 8.5% paid through Schedule J in 2000-2001.
 - b. Effective July 1, 2002, their salaries shall be listed in Schedule "Q" whose total dollar amount shall not exceed 6% paid through Schedule "P" in 2001-2002.
 - c. Effective July 1, 2003, their salaries shall be listed in Schedule "R" whose total dollar amount shall not exceed 6% paid through Schedule "Q" in 2002-2003
7. All Support Staff shall be awarded a Three hundred and fifty dollar (\$350.) service increment for each fifteen (15) consecutive years of service in the Pitman School district to be paid in a separate check at the end of the fifteenth, thirtieth, forty-fifth, etc. year. Approved leaves of absences shall not sever continuity.

8. Teachers who work at least ninety (90) student days or the equivalent of two marking periods shall receive one (1) full year's credit for the purpose of receiving a step increment on the salary guide. Teachers who work less than ninety (90) student days per year shall not receive a step increment and shall be placed on the same step at which they were paid in the last year employed and shall be paid in accordance with the rate of pay as specified for that step on the teachers guide in effect for that contract.
9. All other employees must work at least half of their contract year in order to receive a pay increment.
10. Teachers performing home or supplemental instruction, curriculum work or providing professional service beyond the normal school day or school year shall be paid at the rate of \$25.00 per hour.
11. As of July 1, 2002, a custodian in charge of a building shall receive seven hundred and fifty dollars (\$750.00) per year.
12. As of July 1, 2002, a custodian in possession of a Black Seal license shall receive an additional five hundred dollars (\$500.00) annually.
13. Salaries for ten month employees shall be paid on every other Friday for the period September through June for a total of twenty-one (21) checks issued. For Instructional and Library Aides a pay period shall consist of 8.57 days (180 student days/21 pays). Prior to July 1, a representative of the Association has the right to consult with the Business Administrator concerning the schedule of paydays for the next succeeding year. However, establishing the schedule of paydays is the responsibility of the Business Administrator and shall not be grievable. A schedule of paydays shall be provided to each employee at the beginning of each school year. If the payday falls on a holiday or during a holiday recess, and a minimum of five (5) working days exist since the prior payday, checks will be given out the last school day before the holiday. If there are less than five (5) days to prepare the payroll, checks will be distributed the first regular school day following the holiday or recess. Twelve month employees recognize that they will receive only 26 checks in any fiscal year. Calendar irregularities make it necessary to skip one week in the payroll schedule. The business office will notify twelve month employees by July 1 of the fiscal year when such irregularities will occur.

ARTICLE XVI

INSURANCE

- A. The entire Annual hospitalization insurance premium for individual and/or family coverage will be paid by the Board for each full time employee, employed on or before June 30, 1997, who remains in the employment of the Board for the full school year. Such coverage shall be equal to the existing coverage but purchased at the best possible cost to the Board. For new employees hospitalization insurance coverage shall commence as per the rules governing the plan.
- B. Unmarried employees with no immediate family dependents shall be eligible for individual employee coverage only. The Board will pay for single-only medical coverage in the PPO Program for the first three years of employment (new teachers) only, employed after July 1, 1997, with all current employees maintained at full coverage. Affected employees can choose extended coverage by paying the difference through payroll deductions.
- C. When an employee is covered by hospitalization insurance and that plan is paid for by someone other than the Board, the employee may elect, in lieu of the hospital insurance plan, to carry an income protection plan provided by either the Washington National (Prudential) or Franklin Insurance Company. The Board shall pay Eight Hundred Dollars (\$800.00) toward the premium for the Group Income Protection Plan.
- D. Beginning July 1, 1995 those employees who retired from Pitman School District on or after June 30, 1969 and prior to July 1, 1993 who had accrued fifteen (15) consecutive years of active service in the Pitman School District shall contribute \$25.00 per month co-pay to the hospitalization insurance premium for individual coverage, the balance of which shall be paid by the Board. Employees in this group who had twenty-five (25) years of service or more at retirement must enroll in the New Jersey State Health Benefits Plan as provided by law.

- E. The Board will provide Three Hundred Thirty Dollars (\$330.00) for the 2001-2002 school year to be applied to the cost of an employee/family dental insurance plan for each participating employee who remains in the employment of the Board for the full school year. Employees through the Board payroll deduction plan shall pay the rest of the insurance premiums, if any. The Board will provide Four Hundred Dollars (\$400.00) per year beginning July 1, 2002 to be applied to the cost of an employee/family dental insurance plan for each participating employee who remains in the employment of the Board for the full school year. Employees through the Board payroll deduction plan shall pay the rest of the insurance, if any. Such a payroll deduction plan will be provided based on the following conditions:
1. A minimum employee enrollment of thirty per cent (30%) shall be required for initiating payroll deductions for a specific plan.
 2. One (1) dental program shall be designated for payroll deductions.
 3. Enrollment shall be open for three (3) weeks in June of each year and closed thereafter except for new employee appointments throughout the school year.
- F. The Board will provide Six Hundred Dollars (\$600.00) per year to be applied to the cost of an employee prescription plan for each participating employee who remains in the employment of the Board for the full school year. Employees through the Board payroll deduction plan shall pay the rest of the insurance premiums, if any.
- G. If an active employee dies the Board will continue to pay the hospital insurance premium for family, spouse and/or child coverage for a period of four months following the death.

ARTICLE XVII

TUITION REIMBURSEMENT

- A. Professional growth is a continuing responsibility of the teachers. The Superintendent and Board may require training in certain skills when instructional changes occur in the district.
- B. The Board will reimburse a tenured teacher for a maximum of nine (9) graduate level credits per contract year successfully completed with a minimum grade of B or a grade of Pass in a binary grading system. In order to qualify for reimbursement, the course must be directly related to the teacher's job responsibilities. Maximum reimbursement shall be up to one hundred percent (100%) of the New Jersey State University rate for tuition. The teacher must be a full-time employee of the Board. Approval of the Superintendent of Schools for payment is required prior to enrollment. Non-tenured teachers employees are eligible for tuition reimbursement under the same conditions, however, if a non-tenured teacher voluntarily leaves the employment of the district prior to attaining tenure, the total amount of tuition reimbursement shall be returned to the district prior to voluntary separation.
- C. Library and Instructional Aides are eligible for tuition reimbursement up to the New Jersey State University tuition rate for a maximum of nine (9) credits per contract year in under graduate courses taken which are directly related to their area of responsibility. The Library and Instructional aide must be a full-time employee of the Board. Approval of the Superintendent of Schools for payment is required prior to enrollment.
- D. Payments will be made in March, June and October following the documentation of successful completion of the course(s). If payment is in October, the teacher and Library and Instructional Aide shall complete the remainder of the school year. If payment is in March or June, the teacher shall complete one additional contract year.

ARTICLE XVIII

MISCELLANEOUS

A. Payroll Deductions

The Board shall provide a payroll deduction plan for employee participation in tax sheltered annuity programs providing the following conditions are met:

1. A minimum employment enrollment of ten (10) shall be required for initiating payroll deductions for a specific plan.
2. The total number of different annuity programs for which simultaneous payroll deductions shall be made shall not exceed three (3).
3. Changes in deductions for participating employees shall occur only in February and September.

B. Credit Union

1. An employee desiring to have deductions made from his/her salary for payment to a credit union shall submit a written authorization therefore to the Board Secretary setting forth the amount of said deduction therein and designating the name of the credit union to which the deduction shall be forwarded. Upon receipt of the aforesaid written authorization, the Board Secretary shall withhold the amount indicated and forward it to the treasurer of the designated credit union.
2. The credit union designated must be one where the membership is limited to public employees and which is organized under the laws of the State of New Jersey or the United States.
3. The employee's written authorization may be withdrawn upon filing notice of such withdrawal with the Board Secretary.
4. Each authorization submitted by an employee to the Board Secretary shall recite: Neither the Board nor the Board Secretary shall have any liability to any person as a result of withholding salary pursuant to the authorization referred to herein.

C. Uniforms will be provided to custodians, maintenance, and messenger employees and shall be worn during regular work hours. The uniform style and type shall be selected jointly by Association and Board representatives. The Business Administrator shall have final approval.

D. Raincoat and Rubber pull on boots will be provided to custodians. The style and type shall be selected by the Business Administrator.

ARTICLE XIX

REPRESENTATION FEE

- A. Purpose of Fee
If an employee included under the provisions of paragraph B., 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 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 the regular membership dues, fees and assessments charged by the Association to its own members for that 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 regular membership dues, fees and assessments charged by the Association to its own members. The representation fee has been set at eighty-five percent (85%) 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 changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of change.
- C. Deduction 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 monthly 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 thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 23rd day of July, 2002.

PITMAN BOARD OF EDUCATION



BY:
W.R. "Bud" McClintock
PRESIDENT

PITMAN EDUCATION ASSOCIATION



BY:
Leonard Sheridan, President PEA
REPRESENTATIVE

7/23/02

SCHEDULE "A" 2001-2002

| | BA | BA+30 | MA | M+15 | M+30 | M+45 | M+60 |
|-----------|-----------|--------------|-----------|-------------|-------------|-------------|-------------|
| 1 | 35,258 | 37,408 | 38,958 | 39,658 | 40,208 | 40,508 | 41,708 |
| 2 | 35,439 | 37,589 | 39,139 | 39,839 | 40,389 | 40,689 | 41,889 |
| 3 | 35,985 | 38,135 | 39,685 | 40,385 | 40,935 | 41,235 | 42,435 |
| 4 | 36,746 | 38,896 | 40,446 | 41,146 | 41,696 | 41,996 | 43,196 |
| 5 | 37,528 | 39,678 | 41,228 | 41,928 | 42,478 | 42,778 | 43,978 |
| 6 | 38,765 | 40,915 | 42,465 | 43,165 | 43,715 | 44,015 | 45,215 |
| 7 | 40,165 | 42,315 | 43,865 | 44,565 | 45,115 | 45,415 | 46,615 |
| 8 | 41,613 | 43,763 | 45,313 | 46,013 | 46,563 | 46,863 | 48,063 |
| 9 | 43,253 | 45,403 | 46,953 | 47,653 | 48,203 | 48,503 | 49,703 |
| 10 | 44,862 | 47,012 | 48,562 | 49,262 | 49,812 | 50,112 | 51,312 |
| 11 | 46,668 | 48,818 | 50,368 | 51,068 | 51,618 | 51,918 | 53,118 |
| 12 | 48,705 | 50,855 | 52,405 | 53,105 | 53,655 | 53,955 | 55,155 |
| 13 | 50,976 | 53,126 | 54,676 | 55,376 | 55,926 | 56,226 | 57,426 |
| 14 | 53,750 | 55,900 | 57,450 | 58,150 | 58,700 | 59,000 | 60,200 |
| 15 | 56,531 | 58,681 | 60,231 | 60,931 | 61,481 | 61,781 | 62,981 |
| 16 | 58,572 | 60,722 | 62,272 | 62,972 | 63,522 | 63,822 | 65,022 |
| 17 | 61,181 | 63,331 | 64,881 | 65,581 | 66,131 | 66,431 | 67,631 |

SCHEDULE "B" 2002-2003

| STEP | BA | BA+30 | MA | M+15 | M+30 | M+45 | M+60 |
|-------------|-----------|--------------|-----------|-------------|-------------|-------------|-------------|
| 1 | 36,805 | 38,955 | 40,505 | 41,205 | 41,755 | 42,055 | 43,255 |
| 2 | 36,995 | 39,145 | 40,695 | 41,395 | 41,945 | 42,245 | 43,445 |
| 3 | 37,186 | 39,336 | 40,886 | 41,586 | 42,136 | 42,436 | 43,636 |
| 4 | 37,567 | 39,717 | 41,267 | 41,967 | 42,517 | 42,817 | 44,017 |
| 5 | 38,648 | 40,798 | 42,348 | 43,048 | 43,598 | 43,898 | 45,098 |
| 6 | 39,746 | 41,896 | 43,446 | 44,146 | 44,696 | 44,996 | 46,196 |
| 7 | 41,241 | 43,391 | 44,941 | 45,641 | 46,191 | 46,491 | 47,691 |
| 8 | 42,690 | 44,840 | 46,390 | 47,090 | 47,640 | 47,940 | 49,140 |
| 9 | 44,224 | 46,374 | 47,924 | 48,624 | 49,174 | 49,474 | 50,674 |
| 10 | 45,932 | 48,082 | 49,632 | 50,332 | 50,882 | 51,182 | 52,382 |
| 11 | 47,753 | 49,903 | 51,453 | 52,153 | 52,703 | 53,003 | 54,203 |
| 12 | 49,859 | 52,009 | 53,559 | 54,259 | 54,809 | 55,109 | 56,309 |
| 13 | 52,296 | 54,446 | 55,996 | 56,696 | 57,246 | 57,546 | 58,746 |
| 14 | 54,938 | 57,088 | 58,638 | 59,338 | 59,888 | 60,188 | 61,388 |
| 15 | 57,769 | 59,919 | 61,469 | 62,169 | 62,719 | 63,019 | 64,219 |
| 16 | 60,602 | 62,752 | 64,302 | 65,002 | 65,552 | 65,852 | 67,052 |
| 17 | 62,835 | 64,985 | 66,535 | 67,235 | 67,785 | 68,085 | 69,285 |

SCHEDULE "C" 2003-2004

| STEP | BA | BA+30 | MA | M+15 | M+30 | M+45 | M+60 |
|------|--------|--------|--------|--------|--------|--------|--------|
| 1 | 38,446 | 40,596 | 42,146 | 42,846 | 43,396 | 43,696 | 44,896 |
| 2 | 38,646 | 40,796 | 42,346 | 43,046 | 43,596 | 43,896 | 45,096 |
| 3 | 38,846 | 40,996 | 42,546 | 43,246 | 43,796 | 44,096 | 45,296 |
| 4 | 39,046 | 41,196 | 42,746 | 43,446 | 43,996 | 44,296 | 45,496 |
| 5 | 39,246 | 41,396 | 42,946 | 43,646 | 44,196 | 44,496 | 45,696 |
| 6 | 40,678 | 42,828 | 44,378 | 45,078 | 45,628 | 45,928 | 47,128 |
| 7 | 42,125 | 44,275 | 45,825 | 46,525 | 47,075 | 47,375 | 48,575 |
| 8 | 43,794 | 45,944 | 47,494 | 48,194 | 48,744 | 49,044 | 50,244 |
| 9 | 45,294 | 47,444 | 48,994 | 49,694 | 50,244 | 50,544 | 51,744 |
| 10 | 46,921 | 49,071 | 50,621 | 51,321 | 51,871 | 52,171 | 53,371 |
| 11 | 48,700 | 50,850 | 52,400 | 53,100 | 53,650 | 53,950 | 55,150 |
| 12 | 50,753 | 52,903 | 54,453 | 55,153 | 55,703 | 56,003 | 57,203 |
| 13 | 53,192 | 55,342 | 56,892 | 57,592 | 58,142 | 58,442 | 59,642 |
| 14 | 56,076 | 58,226 | 59,776 | 60,476 | 61,026 | 61,326 | 62,526 |
| 15 | 59,135 | 61,285 | 62,835 | 63,535 | 64,085 | 64,385 | 65,585 |
| 16 | 62,017 | 64,167 | 65,717 | 66,417 | 66,967 | 67,267 | 68,467 |
| 17 | 64,898 | 67,048 | 68,598 | 69,298 | 69,848 | 70,148 | 71,348 |

ARTICLE VI

GRIEVANCE PROCEDURE

A. General

1. A "grievance" shall mean a claim by the employee, or the Association, (herein after referred to as grievant) based upon the interpretation, application or violation of this Agreement, Board policies and administrative decisions concerning terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) calendar days from the time of its occurrence.
3. The only grievances that may be arbitrated are any claims, or complaints based upon the violation, interpretation, or application of this Agreement.
4. Alleged violations of policies and administrative decisions concerning terms and conditions of employment may be grieved to the level of the Board of Education. The decision of the Board of Education shall be final.

B. Procedure

1. Time Factors
 - a. Failure of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant or the Association to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 - b. It is understood the grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.
2. A grievance shall be discussed first with the principal of a specific building, or a specific supervisor when appropriate in an attempt to resolve the matter at that level. The grievant may include an Association representative during these discussions.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, the grievance shall be initiated in writing to the principal or specific supervisor when appropriate, stating:
 - a. The nature of the grievance.
 - b. Article and section of Agreement allegedly violated, if applicable.
 - c. The results of previous discussions.
 - d. The remedy sought.The principal or specific supervisor, shall communicate his or her decision to the grievant in writing within five (5) school days of receipt of the written grievance.

4. The grievant, no later than ten (10) school days after receipt of the principal's or specific supervisor's decision, may appeal that decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the principal or specific supervisor and shall contain verification that the grievant has notified the association that an appeal has been filed as specified above stating the dissatisfaction with decision previously rendered. The Superintendent shall communicate a decision in writing within ten (10) school days to the grievant and to the Association.
5. If the grievance is not resolved to the grievant's satisfaction no later than five (5) school days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and association representative and the Board shall render a decision in writing and forward copies thereof to the grievant and the Association within forty-five (45) calendar days of receipt of the appeal. The referred-to hearing shall be held within a reasonable expeditious time after receipt of the appeal notice.
6. If the decision of the Board in situations when the claim or complaint is based upon the violation, interpretation, or application of this Agreement does not resolve the grievance to the satisfaction of the grievant, the grievant may submit it's grievance to the Association, which may submit the grievance to arbitration. The Association shall so notify the Board and the Superintendent, in writing, within ten (10) school days of receipt of the Board's decision.
7. Arbitration Services
 - a. The following procedure will be used to secure the services of an arbitrator:
 - (1) If one or more grievances involve the same issue, either party may submit a demand for arbitration to the American Arbitration Association.
 - (2) If two (2) or more grievances involving different kinds of issues are to be heard, the parties will make a joint submission for arbitration to the American Arbitration Association.

| EXTRA SERVICE CONTRACTS SCHEDULE D | SCHEDULE E | SCHEDULE F | |
|---|-------------------|-------------------|------------------|
| CO-CURRICULAR | 2001-2002 | 2002-2003 | 2003-2004 |
| Middle School Team Leader | 1,452 | 1,496 | 1,541 |
| Middle School Team Leader | 1,452 | 1,496 | 1,541 |
| Middle School Team Leader | 1,452 | 1,496 | 1,541 |
| Middle School Team Leader | 1,452 | 1,496 | 1,541 |
| Middle School Newspaper | 989 | 1,019 | 1,050 |
| Middle School Student Council | 928 | 956 | 985 |
| Middle School Ass't Student Council | 802 | 826 | 851 |
| Middle School Memory Book | 989 | 1,019 | 1,050 |
| Middle School Chorus | 2,002 | 2,062 | 2,124 |
| Middle School Band | 2,719 | 2,801 | 2,885 |
| Middle School Dance Coordinator | 834 | 859 | 885 |
| Middle School Ass't Dance | 619 | 638 | 657 |
| Middle School Saturday Detention | 459 | 473 | 487 |
| Field Hockey - Middle School | 1,600 | 1,648 | 1,697 |
| Floor Hockey - Middle School | 865 | 891 | 918 |
| Coed Volleyball - Middle School | 865 | 891 | 918 |
| Boys Basketball - Middle School | 865 | 891 | 918 |
| Girls Basketball - Middle School | 865 | 891 | 918 |
| Wrestling - Middle School | 1,600 | 1,648 | 1,697 |
| Masquers Advisor | 2,719 | 2,801 | 2,885 |
| Ass't Masquers Advisor | 802 | 826 | 851 |
| Safety Patrol - Memorial | 741 | 763 | 786 |
| Safety Patrol - Kindle | 741 | 763 | 786 |
| Safety Patrol - Walls | 741 | 763 | 786 |
| Middle School Detention Proctor | 1,821 | 1,876 | 1,932 |
| Builder's Club | 812 | 836 | 861 |
| BOE approved teacher in charge for regional/ statewide competitions/tryouts/auditions not covered by extra-service contract | 114 | 117 | 121 |

SECRETARY SALARY GUIDE

| SCHEDULE G 2001-2002 | | | SCHEDULE H 2002-2003 | | |
|----------------------|----------|----------|----------------------|----------|----------|
| STEP | 10 MONTH | 12 MONTH | STEP | 10 MONTH | 12 MONTH |
| O | 16,865 | 20,239 | O | 18,073 | 21,688 |
| N | 17,115 | 20,539 | N | 18,323 | 21,988 |
| M | 17,365 | 20,839 | M | 18,573 | 22,288 |
| L | 17,615 | 21,139 | L | 18,823 | 22,588 |
| K | 17,865 | 21,439 | K | 19,073 | 22,888 |
| J | 18,115 | 21,739 | J | 19,323 | 23,188 |
| I | 18,805 | 22,567 | I | 19,573 | 23,488 |
| H | 19,495 | 23,396 | H | 20,291 | 24,350 |
| G | 20,272 | 24,327 | G | 21,099 | 25,320 |
| F | 21,393 | 25,673 | F | 22,266 | 26,720 |
| E | 22,428 | 26,915 | E | 23,344 | 28,013 |
| D | 23,438 | 28,126 | D | 24,394 | 29,274 |
| C | 23,955 | 28,748 | C | 24,933 | 29,920 |
| B | 24,620 | 29,545 | B | 25,624 | 30,750 |
| A | 25,284 | 30,342 | A | 26,315 | 31,580 |

SCHEDULE I 2003-2004

| STEP | 10 MONTH | 12 MONTH |
|------|----------|----------|
| O-J | 20,820 | 24,985 |
| I | 21,070 | 25,285 |
| H | 21,320 | 25,585 |
| G | 22,272 | 26,728 |
| F | 23,225 | 27,871 |
| E | 24,177 | 29,014 |
| D | 25,129 | 30,157 |
| C | 26,197 | 31,437 |
| B | 26,923 | 32,309 |
| A | 27,650 | 33,181 |

MAINTENANCE SALARY GUIDE

| SCHEDULE J 2001-2002 | | SCHEDULE K 2002-2003 | | SCHEDULE L 2003-2004 | |
|----------------------|--------|----------------------|--------|----------------------|--------|
| STEP | SALARY | STEP | SALARY | STEP | SALARY |
| N | 19,128 | N | 20,876 | N | 22,788 |
| M | 19,328 | M | 21,076 | M | 22,988 |
| L | 19,528 | L | 21,276 | L | 23,188 |
| K | 20,551 | K | 21,476 | K | 23,388 |
| J | 21,583 | J | 22,555 | J | 23,588 |
| I | 22,513 | I | 23,526 | I | 24,603 |
| H | 23,752 | H | 24,821 | H | 25,958 |
| G | 25,404 | G | 26,548 | G | 27,763 |
| F | 27,780 | F | 29,030 | F | 30,359 |
| E | 28,812 | E | 30,109 | E | 31,488 |
| D | 30,052 | D | 31,404 | D | 32,842 |
| C | 31,188 | C | 32,591 | C | 34,084 |
| B | 32,504 | B | 33,967 | B | 35,523 |
| A | 34,079 | A | 35,613 | A | 37,244 |

LUNCH ROOM AIDES

| 2001-2002 | 2002-2003 | 2003-2004 |
|-----------|-----------|-----------|
| 5.5% | 6% | 6% |

OFFICE AIDES

| 2001-2002 | 2002-2003 | 2003-2004 |
|-----------|-----------|-----------|
| 5.5% | 6% | 6% |

CUSTODIAN SALARY GUIDE

SCHEDULE M 2001-2002

| STEP | SALARY |
|------|--------|
| U | 16,599 |
| T | 16,899 |
| S | 17,281 |
| R | 17,337 |
| Q | 18,528 |
| P | 18,986 |
| O | 20,055 |
| N | 21,409 |
| M | 22,905 |
| L | 24,351 |
| K | 25,450 |
| J | 26,977 |
| I | 27,893 |
| H | 28,780 |
| G | 30,015 |
| F | 31,250 |
| E | 32,484 |
| D | 33,719 |
| C | 34,954 |
| B | 36,189 |
| A | 37,499 |

SCHEDULE N 2002-2003

| STEP | SALARY |
|------|--------|
| R | 17,649 |
| Q | 18,861 |
| P | 19,327 |
| O | 20,416 |
| N | 21,794 |
| M | 23,317 |
| L | 24,789 |
| K | 25,908 |
| J | 27,463 |
| I | 28,395 |
| H | 29,298 |
| G | 30,555 |
| F | 31,812 |
| E | 33,069 |
| D | 34,326 |
| C | 35,583 |
| B | 36,840 |
| A | 38,249 |

SCHEDULE O 2003-2004

| STEP | SALARY |
|------|--------|
| Q | 19,225 |
| P | 19,700 |
| O | 20,810 |
| N | 22,288 |
| M | 23,767 |
| L | 25,267 |
| K | 26,408 |
| J | 27,993 |
| I | 28,943 |
| H | 29,863 |
| G | 31,145 |
| F | 32,426 |
| E | 33,707 |
| D | 35,302 |
| C | 36,897 |
| B | 38,492 |
| A | 39,205 |

INSTRUCTIONAL/LIBRARY GUIDES

SCHEDULE P 2001-2002

SCHEDULE Q 2002-2003

| STEP | 0 CREDIT | 60 CREDITS | DEGREE | STEP | 0 CREDITS | 60 CREDITS | DEGREE |
|-------|----------|------------|--------|-------|-----------|------------|--------|
| J | 7.72 | 7.92 | 8.12 | J | 8.09 | 8.29 | 8.49 |
| I | 8.09 | 8.29 | 8.49 | I | 8.46 | 8.66 | 8.86 |
| H | 8.51 | 8.71 | 8.91 | H | 8.88 | 9.08 | 9.28 |
| G | 8.95 | 9.15 | 9.35 | G | 9.32 | 9.52 | 9.72 |
| F | 9.32 | 9.52 | 9.72 | F | 9.69 | 9.89 | 10.09 |
| E | 9.65 | 9.85 | 10.05 | E | 10.02 | 10.22 | 10.42 |
| D | 10.05 | 10.25 | 10.45 | D | 10.42 | 10.62 | 10.82 |
| C | 10.23 | 10.43 | 10.63 | C | 10.60 | 10.80 | 11.00 |
| B | 10.62 | 10.82 | 11.02 | B | 10.99 | 11.19 | 11.39 |
| A | 10.97 | 11.17 | 11.37 | A | 11.34 | 11.54 | 11.74 |
| Off 1 | 11.48 | | | Off 1 | 11.85 | | |
| Off 2 | 12.08 | | | Off 2 | 12.45 | | |

SCHEDULE R 2003-2004

| STEP | 0 CREDITS | 60 CREDITS | DEGREE |
|-------|-----------|------------|--------|
| J | 8.48 | 8.68 | 8.88 |
| I | 8.85 | 9.05 | 9.25 |
| H | 9.27 | 9.47 | 9.67 |
| G | 9.71 | 9.91 | 10.11 |
| F | 10.08 | 10.28 | 10.48 |
| E | 10.41 | 10.61 | 10.81 |
| D | 10.81 | 11.01 | 11.21 |
| C | 10.99 | 11.19 | 11.39 |
| B | 11.38 | 11.58 | 11.78 |
| A | 11.73 | 11.93 | 12.13 |
| Off 1 | 12.24 | | |
| Off 2 | 12.84 | | |

FOOD SERVICE GUIDE

| 2001-02 | 2002-03 | 2003-04 |
|----------------|----------------|----------------|
| 6.28 | 6.89 | 7.54 |
| 6.78 | 7.39 | 8.04 |
| 6.78 | 7.39 | 8.04 |
| 7.08 | 7.69 | 8.34 |
| 7.33 | 7.94 | 8.59 |
| 7.91 | 8.52 | 9.17 |
| 9.06 | 9.67 | 10.32 |
| 14.39 | 15.00 | 15.65 |
| 14.90 | 15.51 | 16.16 |
| 15.52 | 16.13 | 16.78 |
| 15.74 | 16.35 | 17.00 |

SCHEDULE S

| STEP | # YEARS OF EXPERIENCE | | |
|------|-----------------------|-----------|-----------|
| | 2001-2002 | 2002-2003 | 2003-2004 |
| 1 | 1 | 1 | 1 |
| 2 | 2 | 2 | 2 |
| 3 | 3-4 | 3 | 3 |
| 4 | 5 | 4-5 | 4 |
| 5 | 6 | 6 | 5-6 |
| 6 | 7 | 7 | 7 |
| 7 | 8 | 8 | 8 |
| 8 | 9 | 9 | 9 |
| 9 | 10-11 | 10 | 10 |
| 10 | 12 | 11-12 | 11 |
| 11 | 13 | 13 | 12-13 |
| 12 | 14-16 | 14 | 14 |
| 13 | 17-21 | 15-17 | 15 |
| 14 | 22-25 | 18-22 | 16-18 |
| 15 | 26 | 23-26 | 19-23 |
| 16 | 27 | 27 | 24-27 |
| 17 | +27 | +27 | +27 |