4-0159

RUTGERS 08-15
IMLR LIBRARY

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

75-77

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 22nd day of August, 1975.

ARTICLE 1

Definitions

1-1 The term "teacher" as used in the Agreement shall refer to all regularly assigned teachers in the professional unit as defined in Article 3, Recognition.

1-2 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.

1-3 The term "Association" as used in this Agreement shall mean the Pitman Education Association.

1-4 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.

1-5 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.

1-6 The term "school year" as used in this Agreement shall mean the period of time from the first day of teachers' orientation in the fall, through the closing of the schools of the district in the spring as established by the official school calendar.

1-7 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 1-6 of this Agreement.

ARTICLE 2

General

2-1 This Agreement shall, by this reference to each individual teacher's contract, be deemed to be part thereof.

AGREEMENT

This agreement is made [illegible] into [illegible] between the Board of Education of Plainfield [illegible] Township, State of New Jersey (hereinafter called the "Board") and the Plainfield [illegible] Association (hereinafter called the "Association") [illegible]

ARTICLE

Recognition

1-1 The Board recognizes the Association as the exclusive representative in the professional [illegible] as defined in Article [illegible] of this Agreement.

1-2 The Board agrees that [illegible] will meet with the Association [illegible] Union Vocational School District in the County of Union, State of New Jersey.

1-3 The term "Professional [illegible]" as used in this Agreement shall mean [illegible] Education Association.

1-4 The term "School District" as used in this Agreement shall mean the Plainfield Union Vocational School District in the County of Union, State of New Jersey.

1-5 The term "Day" as used in this Agreement shall mean the [illegible] teaching of students in the Plainfield Union Vocational School District in the Borough of Plainfield, County of Union, State of New Jersey.

1-6 The term "School Year" as used in this Agreement shall mean the [illegible] school calendar.

1-7 The term "teacher" as used in this Agreement shall mean all teaching and/or administrative personnel employed by the Board, [illegible] the fall, through the [illegible] or the school [illegible] District in [illegible] established by the official school calendar.

1-7 The term "teacher" as used in this Agreement shall mean all teaching and/or administrative personnel employed by the Board, [illegible] "school year" [illegible] defined in paragraph 1-6 of this Agreement.

ARTICLE II

Grievance

2-1 [illegible] grievance shall be [illegible] to give individual teachers [illegible] to be heard thereon.

2-2 The Board shall continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex, marital status, or membership in any teacher organization.

2-3 Teachers have the right to join any lawful organization for their professional or economic improvement and for the advancement of public education.

2-4 The Association shall continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status.

2-5 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.

2-6 This Agreement shall be governed and construed according to the Constitution and Laws of the State of New Jersey.

2-7 The Board and Association recognize that the Board has certain powers, discretions 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 of this Agreement to any teacher 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 3

Recognition

3-1 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 the members of the professional unit, the secretarial unit and the service unit as defined in paragraphs 3-2, 3-3 and 3-4 of this Agreement; 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.

3-2 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" for purposes of negotiating terms and conditions of employment as contemplated by Section 7 of Chapter 303, Laws of 1968, State of New Jersey:

Classroom Teachers
Guidance Counselors (Excluding the High School Director of Guidance)
Learning Disability Specialists
Librarians
Nurses
Remedial Education Teachers
Special Subject Teachers

3-3 It is agreed that the following members of the secretarial-clerical staff of the Pitman Public Schools constitute what the parties hereto believe to be an appropriate "secretarial unit" for purposes of negotiating terms and conditions of employment as contemplated by Section 7 of Chapter 303, Laws of 1968, State of New Jersey

Clerks
Para-professional Aides
Secretaries (Excluding the Secretaries to the Superintendent and the Board Secretary)

3-4 It is agreed that the following members of the custodial and maintenance staff of the Pitman Public Schools constitute what the parties hereto believe to be an appropriate "service unit" for purposes of negotiating terms and conditions of employment as contemplated by Section 7 of Chapter 303, Laws of 1968, State of New Jersey:

Cafeteria Employees
Custodial Employees
Maintenance Employees (Excluding the Plant Manager)
Messengers

3-5 It is agreed that professional, secretarial and service units will not include the following:

Superintendent
Administrative Assistant
Principals
Assistant Principals
Secretaries to the Superintendent
Secretary of the Board of Education
High School Director of Guidance
Plant Manager
Child Study Team Director

ARTICLE 4

LENGTH OF AGREEMENT

4-1 This Agreement shall be for the two-year period ~~September 1, 1975~~ to ~~June 30, 1977~~. Negotiations for a new agreement shall begin no later than October 15, 1976.

ARTICLE 5

Procedures for Negotiations

5-1 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 request will specify the subject matter to be considered and will include the specific written proposal or proposals to be negotiated.

5-2 A written response will be made within ten days of the receipt of any such written request.

5-3 Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however, that the first meeting shall be held within fifteen (15) school days of such written response.

5-4 The Board and the Association agree to negotiate in good faith endeavoring to give direction to their respective negotiating committees during negotiations in an effort to reach agreement concerning such matters.

5-5 During negotiations, the Board and the Association committees will present relevant data, exchange points of view, and make proposals and counter-proposals.

5-6 Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

5-7 If, by mutual consent, negotiations are scheduled during the school day, the Association's negotiators shall be released from their regular duties without loss of pay. Qualified substitute teachers will be provided by the Board, as needed, if they are available.

5-8 Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

ARTICLE I

[illegible]

[illegible] June 30, [illegible] shall begin no later than [illegible]

ARTICLE II

[illegible] Procedure for Negotiation

[illegible] Association may be submitted [illegible] conditions of employment of the employer [illegible] request will specify the subject [illegible] and will include the specific written proposal [illegible]

B. A written proposal will [illegible] any written response.

[illegible] procedure [illegible] be first [illegible] written response.

[illegible] endeavoring to give [illegible] in order [illegible]

[illegible] meet with [illegible] relevant data [illegible] as are [illegible] information.

[illegible] utilize the service [illegible] client [illegible] assist in [illegible]

[illegible] school day, [illegible] will be [illegible] by the [illegible] work day [illegible].

[illegible] in a [illegible] unless both parties [illegible].

5-9 Any agreements reached through the aforementioned negotiations procedure 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.

ARTICLE 6

Grievance Procedure

6-1 Definition

6-1-1 A "grievance" shall mean a claim or complaint by a teacher of the Association based upon the violation, misinterpretation or misapplication of this Agreement. A grievance to be considered under this procedure must be initiated in writing by the teacher or the Association within thirty (30) calendar days from the time of its occurrence.

6-2 Procedure

6-2-1 Time Factors

6-2-1-1 Failure at any step 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.

6-2-1-2 It is understood that grievants shall, during and not withstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

6-2-2 Any complainant who has a grievance shall discuss it first with his principal if the teacher is assigned to a specific building or with his superior, if the teacher has a multi-building or district responsibility, in an attempt to resolve the matter informally at that level.

6-2-3 If as a result of the discussion the matter is not resolved to the satisfaction of the grievant within five (5) school days, he shall initiate a grievance in writing to the principal specifying:

(a) the nature of the grievance;
(b) the nature and extent of the injury, loss or inconvenience;

(c) the results of previous discussions;
(d) his dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the grievant in writing within three (3) school days of receipt of the written grievance.

6-2-4 The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the grievant and to the Association directed to the Chairman of its Professional Rights and Responsibilities Committee and the principal.

6-2-5 If the grievance is not resolved to the grievant's or Association's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, 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, at the option of the Board, hold a hearing with the grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within forty-five (45) calendar days of receipt of the appeal. The referred to hearing, if granted, shall be held within a reasonable expeditious time after receipt of the appeal notice. The Board of Education shall not be required to give reasons for its decision. If the Board makes the decision not to hold a hearing, the grievant and the Association shall be notified of this decision not later than thirty (30) calendar days after receipt of the appeal. Decisions of the Superintendent in the following matters shall be final and such decision shall not be subject to appeal to the Board:

(a) any matter for which a method of review is prescribed by law; or
(b) any rule or regulation of the State Commissioner of Education; or
(c) by-laws of the Board of Education; or
(d) any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; or

(e) a complaint of a non-tenure teacher which arises by reason of his not being reemployed; or

(f) a complaint by any certificated personnel, team chairman and/or teacher specialist, occasioned by lack of appointment to, or lack of retention in any position for which tenure is either not possible, desired nor required.

6-2-6 If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

6-2-7 Arbitration Services

6-2-7-1 The following procedure will be used to secure the services of an arbitrator:

6-2-7-1-1 If one or more grievances involving the same issue either party may submit a demand for arbitration to the American Arbitration Association.

6-2-7-1-2 If two (2) or more grievances involving different kinds of issues are to be heard, the parties will make a joint submission to arbitration to the American Arbitration Association.

6-2-7-2 The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He 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 his 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.

6-2-8 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

6-2-9 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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

6-3 Costs

6-3-1 Each party will bear the total cost incurred by themselves.

6-3-2 The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.

6-3-3 If time is lost by any teacher 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 teacher must either be without pay or charged to personal time.

ARTICLE 7

Leaves of Absence

7-1 Bereavement Leave

7-1-1 Any employee under contract with the Board shall be entitled to a non-deductible leave of absence from service as necessary in event of death in his or her immediate family.

7-1-2 Up to three days' leave in event of a death in the employee's immediate family. Immediate family shall mean (1) husband and wife, (2) father, mother, brother, sister, son, daughter or other persons who have assumed comparable responsibility.

7-1-3 Up to two days' leave in event of death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchild or grandparent.

7-1-4 Each case must be documented in writing and presented to the Superintendent of Schools, either before or after the period of leave.

7-1-5 In emergencies, additional bereavement leave time may be granted at the discretion of the Superintendent.

[illegible]

7-2 Personal Leave

7-2-1 Any employee under contract may be allowed leave from their responsibilities without loss of pay for a maximum of three days during each school year for legal appointments, special ceremonies, funeral not covered under bereavement leave, weddings, religious holiday observance, graduation ceremonies, and serious illness of immediate family (immediate family as defined under bereavement leave), providing that such leave shall not be requested for the last regular school day preceding a school vacation or the first day school is in session following a school vacation. Personal leave for other reasons may be granted or extended at the discretion of the Superintendent. Personal leave on the last regular day of school preceding a school vacation or on the first day that school is in session following a school vacation may be granted by the Superintendent in case of emergency.

7-2-2 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.

7-2-3 Personal leave days will not be cumulative from year to year.

7-3 Sick-Leave

7-3-1 All employees of the Board of Education shall be entitled to the sick-leave benefits hereinafter stated for personal illness, physical disability or medical appointments.

7-3-2 The annual sick-leave allowance for full-time employees shall be ten (10) days at full pay with no maximum on the cumulative number of unused days. Medical verification may be required. Proportional sick-leave time will be granted to part-time employees.

7-3-3 Sick-leave may be extended beyond the limitations noted above in special instances involving tenure employees. These special instances will require case studies to be presented by the individuals or their principals and/or immediate supervisors to the Superintendent of Schools and the Board of Education.

7-3-4 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.

7-3-5 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:

One day's salary is defined as:

1/200 of Annual Salary - Teachers
1/260 of Annual Salary - 12 month secretaries
1/220 of Annual Salary - 10 month secretaries
1/260 of Annual Salary - Custodians

7-4 Maternity Leave

7-4-1 The Board of Education hereby agrees to fully comply with Federal and State law decisions including the New Jersey Division of Civil Rights with respect to maternity leave.

7-5 Sabbatical Leave

7-5-1 Sabbatical leave for employees in the professional unit, as defined in Article 3, paragraph 2 of this Agreement, is provided for under the following regulations. Sabbatical leave may be granted by the Board for the purposes of study, teaching, scholarships and/or fellowships.

7-5-2 Applicants must have completed a minimum of seven consecutive years of teaching experience in the Pitman School District before being eligible for sabbatical leave.

7-5-3 No employee shall be given such leave of absence more often than once every seven years.

7-5-4 Not more than one professional employee is to be absent on sabbatical leave at any one time. If, however, a candidate approved for sabbatical leave prefers to limit his leave to one semester, another member of the professional unit may be granted sabbatical leave for a period not to exceed one semester, providing that two leaves are not concurrent.

7-5-5 Commencing with the 1976-77 school year, no more than two professional employees are to be absent on sabbatical leave. If, however, a candidate approved for sabbatical leave prefers to limit his leave to one semester, another member of the professional unit may be granted sabbatical leave for a period not to exceed one semester.

7-5-6 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.

7-5-7 A criteria committee of three teachers and three Board Members, or their designees, shall establish the criteria for the selection of teachers for the granting of sabbatical leave. 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.

7-5-8 An employee shall receive one-half his annual salary, payable in equal semi-monthly installments for a period of time not to exceed two semesters.

7-5-9 An employee who accepts a sabbatical leave of absence must signify in writing intentions of returning to the Pitman Public School System for two years of active service. Such a person is assured reemployment and upon return, the teacher shall be placed on the appropriate step in the salary schedule which he would have achieved had he remained actively employed in the system during the period of his absence.

7-5-10 An employee who accepts a sabbatical leave of absence shall sign a promissory note for the salary he is to receive while on leave. Upon his return to active professional service, the amount of the note shall be reduced by fifty per cent (50%) for each year of professional service. Two years of professional service in the Pitman School District following a sabbatical leave shall cancel the promissory note.

7-5-11 No sick-leave time shall accrue during the period the employee is absent from service, however, unused sick-leave shall be restored without loss when the employee returns to regular teaching duties.

7-5-12 The tuition reimbursement provisions of Article 11-3 shall not apply to members of the professional unit while on sabbatical leave.

7-6 <u>Extended Leave</u>

7-6-1 Any tenure employee may apply for leave of absence for a period of one 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. The granting of such leave of absence does not bind the Board to reemploy the person nor return him to his previous position except when stated otherwise by Law.

7-6-2 The Board may grant an extension or renewal of such leave upon written application for the same.

7-6-3 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 teacher will be restored to the same position on the salary guide that he occupied at the start of the leave period.

7-6-4 Sick-leave may not be accumulated during the period of extended leave, however, previously unused sick-leave time will be restored when the teacher returns to active status.

7-6-5 The employee, as specified above, shall be given professional consideration in filling vacancies that may occur after he notifies the Board that he desires to return to active service.

ARTICLE 8

Miscellaneous Provisions

8-1 Length of School Day

8-1-1 The total work day shall consist of no more than seven and one-half ($7\frac{1}{2}$) hours.

8-2 Check-In and Check-Out Procedures

8-2-1 Teachers shall indicate their presence for duty by a check-in and check-out procedure. The Superintendent of Schools shall establish such a procedure and the actual times for arrival and departure shall be determined in consultation with the Building Principal, not to exceed the seven and one-half ($7\frac{1}{2}$) hour teacher work day.

8-3 Compensation

8-3-1 Any teacher who is required to work beyond the regular teacher work day, or regular teacher work year, shall be compensated at $6.00 per hour. The Superintendent of Schools will determine overtime in reference to who will receive such and for what task.

8-4 Faculty and Other Meetings

8-4-1 Teachers may be required to remain after the end of the regular school day (8-1-1), without additional compensation, for the purpose of attending faculty or other professional meetings three (3) days each month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall last for no more than sixty (60) minutes. A longer duration may occur in the case of an emergency involving the health and safety of students and teachers. If additional time is needed, than that specified ablve, students shall be dismissed early.

8-4-2 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.

8-4-3 The notice of an agenda for any meeting shall be given to the teachers involved at least one (1) day prior to the meeting, except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.

8-5 Duty-Free Lunch Period

8-5-1 There shall be a duty-free lunch period of not less than thirty (30) 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.

8-6 Preparation Time

8-6-1 The Board agrees to follow its policy with respect to preparation time for secondary schools. The Board reserves the right to change the current schedule.

8-7 Release Time for Elementary Teachers

8-7-1 Elementary teachers shall receive reasonable release time in accordance with the existing policy when a specialist is assigned to his class.

8-8 School Calendar

8-8-1 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, adoption of the calendar is the responsibility of the Board and shall not be grievable. The Teacher School Calendar shall contain a maximum of 188 days. The aforementioned days are not to include days required for personnel new to the Pitman Public Schools.

ARTICLE 9

Voluntary and Involuntary Transfers

9-1 General

9-1-1 The Board and the Association recognize that changes in grade assignments and changes in subject assignments and transfers between schools will be necessary. Decisions affecting teachers in regard to voluntary transfers and reassignments shall rest with the Board. The decision of the Board as to the filling of all vacancies shall be final.

9-2 Notification of Vacancies

9-2-1 All vacancies in certificated 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. Qualified teachers may submit their applications in writing to the Superintendent within ten (10) school days of the public notice. The Superintendent, or his designee, shall acknowledge in writing the receipt of all such applications and shall grant each qualified candidate a personal interview. When school is not in session, a notice shall be posted in each school as far in advance as practicable.

9-2-2 In addition, teachers 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 his designee, shall notify such teachers of any vacancy in a position for which they wish to apply and shall grant a personal interview if the applicant so requests.

9-2-3 Each teacher applicant from within the school system shall receive written notification from the Superintendent when a selection has been made.

9-3 Criteria for Voluntary Reassignment

9-3-1 In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis of fact.

9-4 Notification of Voluntary Assignment

9-4-1 As soon as practical, but no later than June 30 of the year of this agreement, the Superintendent shall notify all teachers who have been reassigned or transferred. Change made after the last day of school shall be followed by notification to the teacher by certified mail to his/her address. The Association agrees to accept all changes in assignments deemed necessary by administrative personnel even though such changes may occur after June 30. Such changes may not violate State Certification rules.

9-5 Criteria for Involuntary Transfers

9-5-1 In making an involuntary transfer, or reassignment, the conveniences and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and students. When such assignment is necessary a teacher's area of competence, major or minor field of study, and length of service shall be considered.

9-6 Notification of Involuntary Assignment

9-6-1 Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical but no later than June 30. The Association agrees to accept all changes in assignments deemed necessary by administrative personnel even though such changes may occur after June 30. Such changes may not violate State Certification rules.

9-7 Meeting and Appeal

9-7-1 An involuntary transfer or reassignment shall be made only after a meeting between the teacher involved and the immediate supervisor at which time the teacher shall be notified of the reason therefore. In the event that a teacher objects to the transfer or reassignment at this meeting, upon the request of the teacher, the Superintendent shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

9-8 Teacher Assignments

9-8-1 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 of the year of this Agreement.

ARTICLE 10

Teacher Evaluation

10-1 Responsibility

10-1-1 Teacher evaluation is the responsibility of the Board. However, the Board agrees that teacher evaluation is an important part of improving and maintaining a good educational system. The Board confirms that the means of evaluating should be discussed between the administration and teacher but the decision regarding the final format rests with the Board. Supervision shall exist for the improvement of instruction.

10-2 Frequency

10-2-1 Non-Tenure Teachers

10-2-1-1 All non-tenure 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. These observations shall be made by the supervisors or administrators under whose jurisdiction the particular staff members are assigned.

10-2-1-2 On or before April 30th of each year, the Board shall give to each non-tenure teacher a written offer of a contract for the next year or a written notice that such employment shall not be offered.

10-2-2 Tenure Teachers

10-2-2-1 All tenure staff members are to be observed formally at least once a year.

10-3 Reports and Procedure

10-3-1 Each teacher shall receive two (2) copies of the observation report within fifteen (15) calendar days following an observation.

10-3-2 The teacher shall retain one copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.

10-3-3 A tenure teacher shall have the opportunity to respond to the written observation with the evaluator. All teachers, if so desired, may submit a written reply to the observation. This reply shall be in duplicate, signed by the teacher, and forwarded to the evaluator. The evaluator shall sign both copies and return one copy to the teacher. The other copy shall be placed in the teacher's personal file.

10-4 Annual Rating Summary

10-4-1 Non-Tenure

10-4-1-1 Each non-tenure staff member shall receive an annual rating summary in writing reflecting formal classroom observations, records, and all other existing information relating to that teacher's total performance as a staff member.

10-4-2 Tenure

10-4-2-1 A similar written annual rating summary, as cited previously, shall also be given any tenure staff member who is experiencing difficulty. Once a tenure staff member has been categorized as performing in a minimal or sub-standard manner, an annual evaluation of this nature shall be made until a satisfactory performance classification is reobtained.

10-4-3 Process - Two Steps

10-4-3-1 Initial Phase

10-4-3-1-1 The appropriate administrator(s) shall meet with the teacher to be evaluated. This meeting will be structured to provide a discussion of the teacher's total performance. If areas of disagreement should arise, the teacher shall be given the opportunity to present any extenuating circumstances or arguments which he feels would affect the interpretation of the matter being considered. In order to insure that the teacher will be adequately prepared for this meeting, advance notice will be extended him of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument. The staff member should use this outline to either write out or mentally formulate his own self-evaluation.

10-4-3-2 Second Phase

10-4-3-2-1 This annual rating summary shall consist of the administrator(s) drafting a summary statement, after the aforementioned exchange with the teacher reflecting conclusions regarding that teacher's total performance. This statement will pertain only to those matters discussed at the preliminary meeting.

10-5 Reports and Procedure

10-5-1 Each teacher shall receive two (2) signed copies of the annual rating summary.

10-5-2 The teacher shall retain one copy for his file, the other shall be signed and returned to the evaluator to be placed in the teacher's personal file.

10-5-3 Should the teacher substantially disagree with the written annual rating summary, he may submit two signed copies of a written statement indicating disagreement. Both copies shall be signed by the evaluator, one copy returned to the teacher, the other to be placed in the teacher's personal file.

10-6 Review

10-6-1 If dissatisfaction still exists, the teacher may request a meeting with the Superintendent of Schools.

10-7 Compliance

10-7-1 The Board of Education agrees to comply with State Law and New Jersey Supreme Court decisions regarding non-renewal of a non-tenured teaching staff member.

ARTICLE 11

Instructional Council

11-1 The Board of Education is responsible for adopting educational policies and the implementation of these policies is the direct responsibility of the Superintendent of Schools. The Superintendent of Schools is the chief executive officer of the school district and responsible for insuring the implementation of accepted suggestions of the Instructional Council. No action by the Board or Superintendent in relation to this article is grievable.

11-1-1 To facilitate the providing of information for the evaluation and improvement of instruction, an Instructional Council shall be established.

11-1-2 The Board reserves the right to adopt recommendations and establish policy.

11-2 Functions

11-2-1 To assess the school district on a rotating basis in pertinent areas such as: (1) student progress, (2) instructional methods, (3) instructional supplies, materials, and equipment as related to on-going programs, (4) professional growth needs, and, (5) utilization of available facilities related to program needs.

11-2-2 To research and suggest plans to the Superintendent each year on up to five needs. The study of a need may take more than one year. The Superintendent of Schools reserves the right to appoint curriculum committees to address the suggested plans, needs which surface after the assessment, and/or issues which are administration generated.

11-2-3 To base all suggestions on experimental programs implemented elsewhere under controlled research conditions where evaluation results indicate probable success for Pitman. It is understood that in most circumstances phase-in schedules or pilot programs will be most feasible approach.

11-2-4 To include with all suggestions a report of costs including initial cost, total cost, and a cost benefits analysis.

11-2-5 To present suggestions to the Superintendent of Schools as soon as is feasible following study of the need being addressed. The Superintendent shall inform the Board of all such suggestions.

11-2-6 The Council shall exclude from any study items under negotiation for inclusion in subsequent agreements.

11-2-7 The Superintendent may approve certain operational and educational procedures recommended by the professional staff. The Board of Education specifically reserves the right to direct the Superintendent to terminate or suspend the operation of such procedures at any time.

11-3 Membership and Elections

11-3-1 Membership on the Council shall total twelve and be determined in the following manner:

11-3-1-1 One teacher each appointed by the Executive Council of the Association from the faculties of Kindle, Memorial, Middle School Elementary Wing and Walls Elementary Schools.

11-3-1-2 Two teachers each appointed by the Executive Council of the Association from the faculties of Pitman High School and Pitman Middle School.

11-3-1-3 The coordinator of the Child Study Team.

11-3-1-4 The administrative assistant to the Superintendent.

11-3-1-5 Two building administrators appointed by the Superintendent of Schools from their total number.

11-3-2 In the event of an unusual circumstance causing the extended absence of an appointed Council member, the alternate Council Members shall attend. In the event of an extended absence of the Child Study Team coordinator, or the Administrative Assistant, or the building administrator, the Superintendent shall appoint a substitute representative.

11-4 Council Organization

11-4-1 The Council shall elect a chairman from its membership at a June meeting each year. The term of office shall be until the following June.

11-4-2 At the June meeting each year, a vice-chairman and a recorder shall also be elected.

11-4-3 The chairman shall appoint the committees, naming a chairman of each, to address the needs discovered in the assessment. Every two years, the chairman of the Council shall appoint a committee with a chairman, to conduct the assessment. Staff members other than those on the Council may be appointed to committees but the chairman of each committee must be an elected council member.

11-4-4 Meetings of the Council shall be held once per month.

11-5 Form of Reporting

11-5-1 Standardized reporting for suggestions will be utilized. The report form shall be established by the Superintendent of Schools.

11-6 The Superintendent reserves the right to appoint faculty committees for the study of curriculum and instruction as well as make recommendations to the Board.

ARTICLE 12

Salaries, Fringe Benefits, Payroll Deductions, Summer Pay Plan

12-1 Salaries

12-1-1 Effective September 1, 1975, the salary guide for teachers covered by this Agreement is shown in Exhibit C.

12-1-2 Effective September 1, 1976, the salary guide for teachers covered by this Agreement is shown in Exhibit E.

12-1-3 All personnel shall be placed on schedule according to the number of years' experience recognized by the Board and according to the level of professional training. A one hundred dollar service increment shall be awarded to a teacher for each fifteen (15) consecutive years of service in the Pitman School District.

12-2 Hospitalization Insurance

12-2-1 The entire annual hospitalization insurance premium for individual employee coverage shall be paid by the Board. Such coverage shall be equal to existing coverage but purchased at best possible cost to the Board.

12-2-2 Unmarried employees with no immediate family dependents shall be eligible for individual employee coverage only.

12-2-3 Seventy-five per cent (75%) of the annual hospitalization insurance premium for family coverage shall be paid by the Board for employees who are covered by the district's family hospitalization plan.

12-2-4 The entire annual hospitalization insurance premium for individual and/or family coverage will be paid by the Board for each teacher 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. Hospitalization insurance coverage shall commence each September 15 for the duration of this Agreement.

12-2-5 Commencing with the 1976-77 school year, when a teaching staff member 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 the Washington National Insurance Company. The Board shall pay $100 toward the premium for the Group Income Protection Plan.

12-2-6 The full annual hospitalization insurance premium for individual coverage for those employees retiring from the Pitman School District on or after June 30, 1969 who have accrued fifteen (15) consecutive years of active service in the Pitman School District, shall be paid by the Board. Coverage shall commence on September 15, 1975 and end on September 15, 1977.

12-3 Tuition Reimbursement

12-3-1 Professional growth is a continuing responsibility of the professional members of the unit. Also, the Superintendent and Board may require training in certain skills when instructional changes occur in the district.

12-3-2 The Board will reimburse a professional employee for graduate level courses taken, which are directly related to an employee's teaching responsibility, an amount of 75% of the tuition, fees and books. The employee must be a full-time employee of the Board. Approval of the Superintendent of Schools for payment is required prior to enrollment.

12-3-3 Payments will be made in March and October. If payment is in October, the employee shall complete the remainder of that school year. If payment is in March, the employee must complete one additional contract year. Reimbursement shall be contingent upon signing a promissory note indicating a promise to repay the full amount of reimbursement if, for any reason, the employee shall not meet the above conditions.

12-4 Payroll Deductions

12-4-1 The Board shall provide a payroll deduction plan for employee participation in tax sheltered annuity programs providing the following conditions are met:

12-4-1-1 A minimum employee enrollment of 10 shall be required for initiating payroll deductions for a specific plan.

12-4-1-2 The total number of different annuity programs for which simultaneous payroll deductions shall be made shall not exceed three (including the NJTPA).

12-5 Summer Pay Plan

12-5-1 The Board shall empower and direct the Secretary of the Board of Education of the Borough of Pitman, County of Gloucester, State of New Jersey, to deduct and withhold an amount equal to ten per cent (10%) of each semi-monthly base salary installment for the academic year for any professional employee who files the appropriate written request form with the Board Secretary prior to the first student day.

12-5-2 All accumulated deductions shall be held by the National Bank and Trust Company of Gloucester County and shall be paid to the employee or his estate, in accordance with Chapter 90 of the Laws of 1956 and the rules and regulations of the Board of Education of the Borough of Pitman, in one of the following ways:

12-5-2-1 At the end of the academic year or upon death or termination of employment if earlier by one check on June 30 of the current school year of the National Bank and Trust Company of Gloucester County for total amount withheld.

12-5-2-2 In four (4) equal installments by checks of the National Bank and Trust Company of Gloucester County to be mailed in four self-addressed envelopes on July 15 and 30 and August 15 and 30 of the current school year.

12-5-3 An agreement on either of the two payment plans between the Board and an employee shall not be altered by either party during the contract years covered by this Agreement.

ARTICLE 13

Duration

13-1 The provisions of this Agreement will be effective upon ratification and will continue and remain in full force and effect until June 30, 1977.

13-2 IN WITNESS WHEREOF, the parties hereunto set their hands this 22nd day of August, 1975.

PITMAN BOARD OF EDUCATION

By Paul C. Madden Sr. President

PITMAN EDUCATION ASSOCIATION

By Michael J. Giacchino Chairman
Negotiations Committee

Addendum I
to the 1969-70
AGREEMENT

Between the Pitman Board of Education and the Pitman Education Association

Extra-Service Salary Guide

1-1 For the period July 1, 1974 to June 30, 1975, extra-service salaries for personnel employed to perform extra duties shall be as outlined in Exhibit D. In this year, no employee will receive an extra-service salary above the listed maximum.

1-2 For the two-year period July 1, 1975 to June 30, 1977, extra-service salaries for personnel employed to perform extra duties shall be as outlined in Exhibit D except for the following:

1-2-a The minimum and maximum salaries for selected positions will change as follows for 1975-76 and 1976-77.

Position	Minimum	Maximum
Assistant football coaches	$550	$760
Assistant basketball coach	$455	$635
Freshmen basketball coach	$370	$550
Freshmen baseball coach	$300	$480

1-2-b All persons at the fourth year or above in an extra-service position shall receive a 4.5% extra-service salary increase each year.

1-3 An employee who accepts an extra-service contract but who has no previous extra-service experience in the Pitman School District shall be paid the starting salary for his first contract unless a higher starting salary is authorized by the Board.

1-4 A maximum of 3 years credit on the extra-service salary guide may be given to new employees for comparable experience in other school districts.

1-5 The Board reserves the right to withhold contracts and/or salary increments for unsatisfactory performance as determined by administrative personnel.

1-6 The Association will take effective measures to provide additional applicants for unfilled extra-service jobs.

1-7 Separate checks will be issued in payment for extra-service contracts.

1-8 The provisions of this Addendum will be effective from September 1, 1974 to June 30, 1977.

IN WITNESS WHEREOF, the parties hereunto set their hands this 22nd day of July, 1974.

PITMAN BOARD OF EDUCATION

By Marvin R. Guice Jr. President

PITMAN EDUCATION ASSOCIATION

By R Marshall Genter Chairman
Negotiations Committee

Addendum II
to the 1970-71
AGREEMENT

Between the Pitman Board of Education and the Pitman Education Association

Specific Items Related to the Terms and Conditions of Employment for Employees Classified in the Secretarial Unit

2-1 All employees shall continue to be assigned to job classifications according to the duties described in the existing job descriptions:

Elementary School Secretary
Secondary School Secretary
1. Principal
2. Guidance
3. Attendance

2-2 The determination of working hours is construed to be a managerial function, the responsibility for which will remain with the Board of Education. Policies pertaining to the employment and working conditions of secretaries and clerks are incorporated in the existing policies of the Pitman School District and published in the Board of Education's Policy Manual.

2-3 The existing policies pertaining to vacation for secretarial and clerical employees shall remain in effect.

2-4 The secretary to the high school principal, the Middle School secretary and the guidance secretary in the high school shall be employed on a twelve month basis, with vacations consistent with existing Board Policy.

2-5 All existing policies pertaining to the terms and conditions of employment for secretarial and clerical employees shall remain in effect except those specifically altered by this Addendum.

2-6 Effective July 1, 1974, the salary of all employees in the secretarial unit shall be increased as follows:

1974-75: 7.5%
1975-76: 7.0%
1976-77: 8.0%

2-6-1 The Board reserves the right to withhold contracts, and/or salary increments for unsatisfactory performance as determined by administrative personnel.

2-6-2 Persons in the unit who are newly hired into the district may be paid up to the following salary limits in their first year:

Attendance Secretary - $4600
Secretary I - $4800
Secretary II - $5000

2-6-3 Part-time and substitute clerical help shall be paid no less than the prevailing Federal Minimum Wage.

2-6-4 A $100 increment will be paid for each 15 years service in the district.

2-6-5 Full-time employees shall be compensated at a rate of one and one-half times their hourly wage rate per hour for all time in excess of 40 hours per week.

2-6-6 The provisions of this Addendum will be effective from July 1, 1974 to June 30, 1977.

IN WITNESS WHEREOF, the parties hereunto set their hands this 22nd day of July, 1974.

PITMAN BOARD OF EDUCATION

By Marvin R. Guice Jr. President

PITMAN EDUCATION ASSOCIATION

By R Marshall Hunter Chairman
Negotiations Committee

Addeudum III
to the 1971-72
AGREEMENT

Specific Items Related to the Terms and Conditions of Employment for Employees Classified in the Service Unit

3-1 All employees shall be assigned to the following job classifications with their commensurate duties.

Maintenance worker
Head custodian
Custodian I
Custodian II
Part-time Custodian
Food Service Employee Head
Kitchen Helper

3-2 All existing policies pertaining to the terms and conditions of employment shall remain in effect.

3-3 The Pitman School District will continue to operate without a written salary guide for the service unit employees. Existing policies pertaining to salary and benefits shall remain in effect with the following exceptions:

3-3-1 A salary increase for maintenance and custodial unit will be as follows:

1974-75: 7.0% of annual salary
1975-76: 7.0% of annual salary
1976-77: 7.0% of annual salary

3-3-2 An increase of 7.0% for hourly cafeteria employees earning a a wage rate equal to or more than the federal minimum wage shall be given each year of this contract.

3-3-3 The hourly wage for substitute custodial employees shall be the minimum wage established by the Federal Wage and Hour Laws.

3-3-4 The hourly wage for substitute cafeteria employees shall be the same as 3-3-3.

3-3-5 Full-time employees shall be compensated at a rate of one and one-half times their hourly wage rate per hour for all time in excess of 40 hours per week.

3-3-6 The vacation schedule for full-time twelve month employees in the Service Unit shall be as follows:

Under one year	-	1 day for each month's service from July 1
One Year	-	2 weeks
Five Years	-	3 weeks
Fifteen Years	-	4 weeks

Vacations shall be scheduled by the building principal with the approval of the Superintendent.

3-4 The provisions of this Addendum will be effective from July 1, 1974 to June 30, 1977.

IN WITNESS WHEREOF, the parties hereunto set their hands this 22nd day of July 1974.

PITMAN BOARD OF EDUCATION

By Marvin R. Guice Jr. President

PITMAN EDUCATION ASSOCIATION

By K Marshall Ekerton Chairman
Negotiations Committee

PITMAN PUBLIC SCHOOLS
Pitman, New Jersey

Exhibit C

Professional Unit Salary Guide
1975-1976

Step	N.D.	B.A.	BA+30	M.A.	MA+15	MA+30	MA+45	MA+60
1	7,927	8,791	9,143	9,555	9,665	10,017	10,127	10,479
2	8,327	9,141	9,493	9,955	10,065	10,417	10,527	10,879
3	8,767	9,526	9,878	10,395	10,505	10,857	10,967	11,319
4	9,141	9,900	10,252	10,747	10,857	11,209	11,319	11,671
5	9,493	10,252	10,604	11,099	11,209	11,561	11,671	12,023
6	9,845	10,604	10,956	11,451	11,561	11,913	12,023	12,375
7	10,197	10,956	11,308	11,803	11,913	12,265	12,375	12,727
8	10,549	11,341	11,693	12,188	12,265	12,617	12,727	13,079
9	10,901	11,693	12,045	12,540	12,617	12,969	13,079	13,431
10	11,253	12,045	12,397	12,892	12,969	13,321	13,431	13,783
11	11,605	12,397	12,749	13,244	13,321	13,673	13,783	14,135
12	12,122	12,914	13,266	13,651	13,728	14,025	14,135	14,487
13	12,474	13,266	13,618	13,992	14,080	14,432	14,542	14,894
14			14,025	14,344	14,432	14,839	14,949	15,301
15				14,751	14,839	15,246	15,356	15,708

All teaching staff members at maximum, that is, above the steps of the respective columns, shall receive $1200 added to their 1974-75 gross salaries.

P I T M A N P U B L I C S C H O O L S
Pitman, New Jersey

Exhibit D

Extra-Service Salary Guide
1974-77 Proposed

Position	Base Salary	Guide Increments	Maximum
Head Coach Football	940	3 @ 100	1240
Assistant Football	550	3 @ 60	730
Assistant Football	550	3 @ 60	730
Assistant Football	550	3 @ 60	730
Assistant Football	550	3 @ 60	730
Weight Training	375	3 @ 30	465
Head Basketball	720	3 @ 100	1020
Assistant Basketball	425	3 @ 60	605
Freshmen Basketball	340	3 @ 60	520
Middle School Basketball	190	3 @ 30	280
Head Baseball	595	3 @ 100	895
Assistant Baseball	315	3 @ 60	495
Freshmen Baseball	270	3 @ 60	450
Head Track	595	3 @ 100	895
Assistant Track	350	3 @ 60	530
Cross Country	375	3 @ 60	555
Boys Tennis	250	3 @ 60	430
Girls Tennis	250	3 @ 60	430
Golf	250	3 @ 60	430
Head Girls Hockey	350	3 @ 100	650
Assistant Girls Hockey	215	3 @ 60	395
Sports Night	125	3 @ 30	215
Head Girls Basketball	380	3 @ 60	560
Assistant Girls Basketball	260	3 @ 30	350
Cheerleaders	250	3 @ 30	340
Student Council Advisors	125	3 @ 30	215
Play Advisor	190	3 @ 30	280
Play Advisor	190	3 @ 30	280
Drivers Education	825	3 @ 100	1125
Yearbook	375	3 @ 30	465
School Paper	190	3 @ 30	280
Class Advisors (Senior)	190	1 @ 60	250
Class Advisors (Senior)	190	1 @ 60	250
Class Advisors (Junior)	190	1 @ 60	250
Class Advisors (Junior)	190	1 @ 60	250

PITMAN PUBLIC SCHOOLS
Pitman, New Jersey

Exhibit E

Professional Unit Salary Guide
1976-1977

Step	N.D.	B.A.	BA+30	M.A.	MA+15	MA+30	MA+45	MA+60
1	8,201	9,188	9,570	9,967	10,087	10,468	10,588	10,970
2	8,601	9,538	9,920	10,367	10,487	10,868	10,988	11,370
3	9,035	9,918	10,300	10,801	10,921	11,302	11,422	11,804
4	9,512	10,336	10,718	11,279	11,398	11,780	11,899	12,281
5	9,918	10,742	11,123	11,660	11,780	12,162	12,281	12,663
6	10,300	11,123	11,505	12,042	12,162	12,544	12,663	13,045
7	10,682	11,505	11,887	12,424	12,544	12,926	13,045	13,427
8	11,064	11,887	12,269	12,806	12,926	13,308	13,427	13,809
9	11,446	12,305	12,687	13,224	13,308	13,689	13,809	14,191
10	11,828	12,687	13,069	13,606	13,689	14,071	14,191	14,573
11	12,210	13,069	13,451	13,988	14,071	14,453	14,573	14,955
12	12,591	13,451	13,833	14,370	14,453	14,835	14,955	15,336
13	13,152	14,012	14,394	14,811	14,895	15,217	15,336	15,718
14			14,776	15,181	15,277	15,659	15,778	16,160
15				15,563	15,659	16,100	16,220	16,602

All teaching staff members at maximum, that is, above the steps of the respective columns, shall receive 8.5% added to their 1975-76 gross salaries.

LIBRARY
Institute of Management and
Labor Relations

APR 2 1 1976

RUTGERS UNIVERSITY