

In the Matter of Fact-Finding Between:

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**SPRINGFIELD TOWNSHIP  
BOARD OF EDUCATION**

“Board,”

- and -

**SPRINGFIELD TOWNSHIP  
EDUCATION ASSOCIATION**

“Association.”

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Docket No. FF-2018-041

**FACT-FINDER'S  
RECOMMENDATIONS  
ON SALARY GUIDES**

**Before  
James W. Mastriani  
Fact-Finder**

Appearances:

**For the Board:**

School Board Negotiations Team Members  
Andrew Eaton, Chair  
Springfield Township School District

**For the Association:**

Harry Zakarian  
NJEA Field Representative

After designation by the New Jersey Public Employment Relations Commission [“PERC”], I issued a Fact-Finder’s Report and Recommendations for Settlement [the “Report”] to the Springfield Township Board of Education [the “Board”] and the Springfield Township Education Association [the “Association”] on June 3, 2019. The Recommendations were summarized at the end of the Report as follows:

1. DURATION

I recommend the contract duration for the new agreement commence on July 1, 2017 and continue in effect until June 30, 2021.

2. The Tentative Agreements in Attachment “A” are incorporated herein and shall be included in the new Agreement.

3. ARTICLE VII – INSURANCE

I recommend that Article VII(E) include a maximum, combined limit of five thousand dollars (\$5,000) to be implemented effective July 1, 2019. I also recommend the maintenance of the 35% language rather than the Board’s proposed modification of the percentage to 25%. Article VI(E) shall state:

“Any unit member may elect to accept a payment equal to thirty five percent 35% of the preferred provider organization (hereinafter the “PPO”) premium for which they are eligible in lieu of medical coverage and/or payment of thirty-five percent (35%) of the premium for which they are eligible in lieu of prescription coverage. Payment under this provision shall have a maximum, combined limit of five thousand dollars (\$5,000). The unit member must have alternate coverage.”

4. ARTICLE VI, SECTION G – TEMPORARY LEAVE (TEACHERS-RETURN FROM LEAVE)

I recommend that the proposals of the Board and the Association be withdrawn and that the status quo in Section G continue into the new Agreement.

5. ARTICLE XVIII – NEW SECTION – CLASSROOM SUPPLIES

I recommend that the Board provide for reimbursement of classroom supplies not to exceed \$100 per school year effective July 1, 2019. Requests for reimbursement, along with documentation of purchase, shall be submitted to the Superintendent between June 1 and the last actual day of scheduled work for each school year.

6. ARTICLE III – WORK YEAR/ WORK DAY/ WORK HOURS

I recommend modifications to the length of the work year and in the length of the school workday effective July 1, 2020 or if thereafter, upon thirty (30) days notification to the Association. Article III (A) and (C) shall state:

A. Certified Staff

- 1) The work year for certificated unit members shall be defined as one hundred and eighty six (186) days (one hundred and eighty one (181) student school days).

- C. Teachers (Certified Unit Members) total in school work day shall consist of seven (7) hours inclusive of a forty-five (45) minute duty-free lunch period.

7. ARTICLE VII(A) – INSURANCE – NON-CERTIFICATED UNIT MEMBERS

I recommend modification to health benefits eligibility for part-time employees effective July 1, 2019. The modifications shall not result in any unit member currently eligible for and receiving health benefits being denied health insurance due to the modifications to health benefit eligibility. Article VII (A) Shall read as follows:

A. NON-CERTIFICATED UNIT MEMBERS

- 1) Non-certificated unit members working thirty (30) or more hours per week shall be eligible for single health benefits during their first twelve (12) months of employment and (ten (10) months for ten (10) month non-certificated unit members).
- 2) Non-certificated unit members shall be eligible to elect couple, parent child or family health coverage after their first twelve (12) months (for twelve (12) month

non-certificated unit members) or ten (10) months (for ten (10) month non-certificated unit members) of employment.

- 3) Non-certificated unit members who are eligible for and receive health insurance benefits as of June 30, 2019 shall not be denied health insurance due to the modifications in health benefit eligibility as set forth in Sections 1 and 2 above.

8. ARTICLE XV - SALARY

1. I recommend that the salary schedules for certificated and non-certificated staff member in the first year, 2017-2018, be developed on the basis of a 2.75% annual increase in cost inclusive of increments with an implementation and effective date of February 1, 2018.
2. I recommend that the salary schedules for certificated and non-certificated staff members in 2018-2019 be developed on the basis of a 2.75% annual increase inclusive of increments with an implementation and effective date of February 1, 2019.
3. I recommend that the salary schedules for certificated and non-certificated staff members in 2019-2020 be developed on the basis of a 2.85% annual increase inclusive of increments with an implementation and effective date of July 1, 2019.
4. I recommend that the salary schedules for certificated and non-certificated staff members in 2020-2021 be developed on the basis of a 2.95% annual increase inclusive of increments with an implementation and effective date of July 1, 2020.
5. All salary increases shall be retroactive to their effective dates.
6. Salary schedules for the 2017-2018, 2018-2019, 2019-2020 and 2020-2021 contract years shall be mutually developed. The Fact-Finder shall retain jurisdiction over the development of the salary schedules in the event of a dispute.
7. No retroactive contributions to health benefits shall be required as a result of the retroactive payment of any salary increases.

9. All provisions of the Agreement that expired on June 30, 2017 shall be carried forward except those affected by the tentative agreements, the recommendations adopted by the parties or by the mutual agreement of the parties.

On June 26, 2019, the Recommendations in the Report were accepted by the Board and the Association in their entirety. Thereafter, the parties met and communicated to me that their respective positions on Section 8, subsection (6) of the Salary recommendations set forth above were at impasse. Subsection (6) stated:

Salary schedules for the 2017-2018, 2018-2019, 2019-2020 and 2020-2021 contract years shall be mutually developed. The Fact-Finder shall retain jurisdiction over the development of the salary schedules in the event of a dispute

The parties were unable to come to agreement on the development of salary schedules for any of the four contract years at issue despite the fact that the 2020-2021 contract year, the fourth year of the Agreement, is rapidly approaching.

Due to the parties' inability to arrive at mutually acceptable salary schedules, I convened a mediation session on January 29, 2020 at the mutual request of parties pursuant to my retention of jurisdiction over the development of the salary schedules in the event of a dispute. Because an agreement could not be achieved during that meeting, either on substance or structure, on January 30, 2020 I directed the parties to proceed as follows:

This will confirm arrangements made at the end of our meeting last night. The Association will submit a salary guide proposal to the Board by February 5, 2020. The Board will provide a response to the Association by February 12, 2020. Each party will serve a copy to me. Upon receipt of all responses I will be in further contact with you to evaluate the status of the matter.

After each party reviewed their respective proposals, they remained in disagreement. It was apparent that the parties' continuing disagreement required me to exercise my jurisdiction to review their positions and submit a supplemental recommendation to the Report to develop salary guides for their review in order to maximize their opportunity to bring this lengthy negotiations process to an amicable conclusion. The procedure to accomplish this was set in a March 5, 2020 email to the parties:

It is apparent to me that after conducting a mediation session and reviewing your exchanges of proposals that it is necessary that I assert the jurisdiction that I retained to submit recommendations on the development of salary schedules. I am requesting that each party submit a final proposal on salary schedules and distribution by April 3, 2020. Upon receipt of both submissions, I will transmit a copy of each party's submission on the other party.

Pursuant to the above, final positions were received along with written arguments, all of which were submitted by April 10, 2020.

The parties' focus is on the salary schedules for certificated employees. Although the parties do not appear to have "signed off" on the salary schedules for non-certificated employees, the submissions on the issues before me do not

include reference to the non-certificated employees. The percentage increases and the timing of salary increases for both categories are the same: a 2.75% annual increase inclusive of increments effective February 1, 2018, a 2.75% annual increase inclusive of increments effective February 1, 2019, a 2.85% annual increase inclusive of increments effective July 1, 2019, and a 2.95% annual increase effective July 1, 2020. As the parties understand, the recommended salary increases were to be developed on salary schedules as if they were in effect on an annual basis beginning at the commencement of each calendar year. The reason for the effective dates of February 1, 2018 and February 1, 2019 for the first two contract years was explained in detail in the original June 3, 2019 Report. The structure of timing in the increases are part of the parties' acceptance of the Report as a whole.

A lengthy, detailed summary setting forth the parties' overall positions and arguments is not necessary. Suffice it to say that they have been thoroughly reviewed and independently costed out to ensure that the respective costs conform to the greatest extent possible to the cost outs required by the recommended percentages for each year. The costs were calculated on the stipulated base costs of the agreed upon scattergram for contract year 2016-2017 used at the outset of negotiations and used by me in my calculations included in the original Report. I will, however, provide a brief summary of the proposals and the main points of rationale the parties have made in support of their proposed salary schedules.

Then, I will set forth my recommendation for salary guide development and distribution for the four (4) contract years with reasoning for the recommendation.

Initially, I set forth below the salary schedules as they existed during the last year of the prior Agreement. In that scattergram, the total salaries expended was \$2,038,009 with a 1% increase in new salaries equating to \$20,380. As the parties are aware, the actual costs may be more or less, depending on changes to the scattergram after contract expiration.

2016-2017

Salary Guide Step	BA	BA+9	BA+18	BA+27	MA
1-2	53,400	54,450	55,500	56,550	57,600
3	53,900	54,950	56,000	57,050	58,100
4	54,400	55,450	56,500	57,550	58,600
5	54,900	55,950	57,000	58,050	59,100
6	55,400	56,450	57,500	58,550	59,600
7	55,900	56,950	58,000	59,050	60,100
8	56,900	57,950	59,000	60,050	61,100
9	57,900	58,950	60,000	61,050	62,100
10	59,000	60,050	61,100	62,150	63,200
11	60,550	61,600	62,650	63,700	64,750
12	62,100	63,150	64,200	65,250	66,300
13	63,650	64,700	65,750	66,800	67,850
14	65,200	66,250	67,300	68,350	69,400
15	68,800	69,850	70,900	71,950	73,000
16	72,500	73,550	74,600	75,650	76,700
17	76,200	77,250	78,300	79,350	80,400
18	80,000	81,050	82,100	83,150	84,200
18A	83,800	84,850	85,900	86,950	88,000
19	87,602	88,652	89,702	90,752	91,802



I first address the Board’s proposal to include a second and separate tier or “alternate” salary guide for new hires. In its view, the alternate guide for new hires would, due to state aid cuts and a desire to maintain staffing levels and compliance with the current tax levy, create a positive shift in staff costs going forward, as well as the elimination of existing column differentials for degrees or progress towards degrees by including two columns for additional certifications. This, it asserts, will provide greater staffing flexibility. The minimum and maximum salaries would be reduced and thirty salary steps at equal dollar value would be created to help reduce long-term costs. The schedule, as proposed, reads as follows:

Step	1 Cert	2 Certs	3 Certs	Step
1	45,824	46,824	47,824	1
2	47,011	48,011	49,011	2
3	48,198	49,198	50,198	3
4	49,385	50,358	51,385	4
5	50,572	51,572	52,572	5
6	51,759	52,579	53,759	6
7	52,946	53,946	54,946	7
8	54,133	55,133	56,133	8
9	55,320	56,320	57,320	9
10	56,507	57,507	58,507	10
11	57,694	58,694	59,694	11
12	58,881	59,881	60,881	12
13	60,068	61,068	62,068	13
14	61,255	62,255	63,255	14
15	62,442	63,442	64,442	15
16	63,629	64,629	65,629	16
17	64,816	65,816	66,816	17
18	66,003	67,003	68,003	18
19	67,190	68,190	69,190	19
20	68,377	69,377	70,377	20
21	69,564	70,564	71,564	21
22	70,751	71,751	72,751	22
23	71,938	72,938	73,938	23

24	73,125	74,125	75,125	24
25	74,312	75,312	76,312	25
26	75,499	76,499	77,499	26
27	76,686	77,686	78,686	27
28	77,873	78,873	79,872	28
29	79,060	80,060	81,058	29
30	80,247	81,247	82,244	30

The Association objects to the Board's proposal for an "alternate" guide for new hires asserting that it was raised for the first time after acceptance of the Report after the Fact-Finder's direction to the parties to develop mutually acceptable salary schedules. The Association deems the proposal for an alternate guide to be untimely, as well as the portion of its eliminating column differentials for degrees that it alleges had been proposed but withdrawn during bargaining. It also cites to comparables at hearing showing Springfield to rank high in Burlington County in the existing number of steps, at 19, placing the District 30<sup>th</sup> out of 36 where the average number is 16, a figure consistent with statewide K-6 districts which places Springfield at 41 out of 48 where the average is 16 in contrast to the thirty (30) steps the Board has proposed.

I first address the alternate guide proposal for new hires followed by the schedules for existing employees. I do not recommend its adoption during the term of this Agreement for the following main reasons. In regard to the Association's concern that this issue was untimely raised, this objection need not be considered. Any questions concerning the lawful propriety of the proposal cannot be addressed in this proceeding. The proposal will be decided on its merits

as part of the overall Agreement that will expire on June 30, 2021. The Association contends that out of the more than 600 school districts in New Jersey, there is no collective negotiations agreement that contains a second tier or alternate salary guide for new hires, an assertion that has not been contested by the Board. The Board submits that the uniqueness of the District and its revenue sources require a salary schedule going forward that will better accommodate the sources and level of what its funding may be in the future and the special needs of its one-school, K-6 district that has experienced declining enrollment. The parties' positions have been fully reviewed.

It is a commonly accepted practice in collective bargaining to raise an issue such a two-tier salary schedule for new hires during the course of negotiations over all of the terms of a new Agreement. This enables the parties to assess the relative significance of this issue in conjunction with the many other issues that are on the negotiations table. For example, in this set of negotiations, the parties have addressed many difficult issues, including a cap on waiver payments, the length of the work year and workday/work hours, eligibility for health benefits, the amount of salary increases and Chapter 78 relief, if any. It would make sense for an issue such as a new salary schedule with 30 steps, lower minimum salaries and lower maximum salaries for new employees to be discussed in conjunction with the more traditional interplay of the cost benefits of all open issues. The assessment of all open issues of significance towards an overall package in the initiation of proposals

at the commencement of negotiations is the more effective way in which to conduct and conclude negotiations on all issues. In addition, I note that the parties are beginning the fourth year of a four year agreement. While there is nothing in the record concerning the potential for new hires, the very small size of this bargaining unit would not yield the results that the Board seeks during this contract term and it will not be prejudiced by addressing this proposal on its merits in the future if it so desires. Further, my recommendations concerning the salary schedule for existing employees, as set forth below, have given some weight to the Board's desire to provide some cost efforts for new hires and to distribute fewer dollars towards the maximum step that the Association desires. I further note that the intent of the Fact-Finder's language to develop mutually agreeable salary schedules was, in the absence of any proposal at that time, intended to have the parties make efforts to distribute the recommended salary increases for the purpose of that distribution on the existing salary schedule. For these main reasons, I decline to recommend that an alternate salary schedule be included during the term of this collective negotiations agreement which is set to expire on June 30, 2021.

I next turn to the development of a salary schedule that requires revision due to the salary recommendations made in the original Report. I stress that this recommendation deals solely with the distribution of monies and revisions to the existing schedule due to implement the salary recommendations. As such, the

issue here is not one of what the salary increases should be because that has already been recommended and accepted by the parties. Put another way, my task is not to add to, decrease or modify the salary recommendations made in the June 3, 2019 Report. It should also be noted that the majority of the costs associated with the implementation of the salary recommendations are yielded through the movement of employees on the steps of the salary schedule. For example, the increment cost in base year 2016-17 is 2.05%. Thus, the expenditure of the recommended funds will be distributed towards the cost of step movement rather than the across the board adjustments to the amounts on those steps.

The parties have made extensive argument as to the distribution of these monies as well as what, if any, revisions should be made to the existing salary schedule. These arguments have been fully considered. I have reviewed the parties' references to comparable minimum and maximum salaries in the many districts that the parties have placed in front of me. Given the limited amounts of money to be directed towards adjustments in the salary schedule, I am unable to find any of the comparables offered by either party to be compelling. By way of example, one district may have a lesser minimum salary but a significantly higher maximum salary. Because the parties will soon commence negotiations for new agreement in the fall, comparables on all relevant data should and will be reviewed at that time. The recommendations here are designed to provide reasonable

accommodations to the interests of both parties consistent with all of the terms in the original Report.

I observe that the Association has sought to place greater amounts at the salary maximum than the Board has been willing to consider. In the post-fact-finding mediation session, the Association proposed \$900 increases at the top step for a total of \$3,600 over the four years. In its formal submission here, the Association modified its proposal to provide annual increases of \$800 at top step for a total of \$3,200. The Association also proposed annual increases to the minimum salary step and rejected the Board's proposal to add four new steps (1A through 1D) prior to Step 1. In addition to the Board's proposal for the aforementioned four new steps prior to Step 1, the Board's proposal offered increases of \$250, \$250, \$450 and \$950 for a total of \$1,900 to those at top step.

I do not find that major revisions to the existing salary schedule need be undertaken during the course of this collective negotiations agreement. However, I do find that some weight must be given to the Board's position to provide some "relief" to the salary levels to be set for both the minimum and maximum steps. This can be accomplished by acceptance of the following salary schedules, the highlights of which will create a lower entry level salary for the BA column at \$50,000 for a six month period, at which time the new employee at salary minimum would then move to the existing base year minimum of \$53,400 no later than

February 1 of each contract year. Corresponding lower entry level salaries for each column thereafter. The minimum salary will remain in effect through the course of the agreement without reversion to the 2016-2017 minimum. In order to avoid any need for clarification, an employee who has been hired during the first three years of the Agreement shall not have a reduction in salary as a result of this recommendation. The six month step will be effective for new hires for the 2020-2021 year going forward. Any employee who might be hired after the commencement of the 2020-2021 school year but prior to February 1, 2021 will move to the full minimum salary step even if that employee has not served for a six month period preceding February 1. Further, the Superintendent shall be granted the authority to hire an employee at the full minimum salary step commencing in any school year without requiring the employee to first serve the six month period.

I further recommend that the top step salaries be adjusted in the amount of \$700 in each contract year for a total of \$2,800 over the course of the four year Agreement. Such increase averages approximately 0.075% annually for those at top step and represents a modest increase, less than the Association has sought but more than the Board has proposed. I recommend no other structural changes to the existing salary schedules. The new salary schedules will read as follows:

2017-2018

Salary Guide Step	BA	BA+9	BA+18	BA+27	MA
Step 1 Six Months	50,000	50,500	51,000	51,500	52,000
1A	53,400	54,450	55,000	56,550	57,600
2-3	53,973	55,023	56,073	57,123	58,173
4	54,473	55,523	56,573	57,623	58,673
5	55,073	56,123	57,173	58,223	59,273
6	55,673	56,723	57,773	58,823	59,873
7	56,273	57,323	58,373	59,423	60,473
8	57,273	58,323	59,373	60,423	61,473
9	58,273	59,323	60,373	61,423	62,473
10	59,373	60,423	61,473	62,523	63,573
11	60,973	62,023	63,073	64,123	65,173
12	62,573	63,623	64,673	65,723	66,773
13	64,273	65,323	66,373	67,423	68,473
14	65,973	67,023	68,073	69,123	70,173
15	69,573	70,623	71,673	72,723	73,773
16	73,263	74,313	75,363	76,413	77,463
17	76,961	78,011	79,061	80,111	81,161
18	80,736	81,786	82,836	83,886	84,936
18A	84,511	85,561	86,611	87,661	88,711
19	88,302	89,352	90,402	91,452	92,502

2018-2019

Salary Guide Step	BA	BA+9	BA+18	BA+27	MA
Step 1 Six Months	50,000	50,500	51,000	51,500	52,000
1A	53,400	54,450	55,000	56,550	57,600
2	54,084	55,134	56,184	57,234	58,284
3-4	54,734	55,784	56,834	57,884	58,934
5	55,334	56,384	57,434	58,484	59,534
6	55,934	56,984	58,034	59,084	60,134
7	56,534	57,584	58,634	59,684	60,734
8	57,134	58,184	59,234	60,284	61,334
9	57,734	58,784	59,834	60,884	61,934
10	58,334	59,384	60,434	61,484	62,534
11	58,934	59,984	61,034	62,084	63,134
12	59,534	60,584	61,634	62,684	63,734
13	60,134	61,184	62,234	63,284	64,334



14	66,484	67,534	68,584	69,634	70,684
15	70,084	71,134	72,184	73,234	74,284
16	73,759	74,809	75,859	76,909	77,959
17	77,434	78,484	79,534	80,584	81,634
18	81,234	82,284	83,334	84,384	85,434
18A	85,109	86,159	87,209	88,259	89,309
19	89,002	90,052	91,102	92,152	93,202

2019-2020

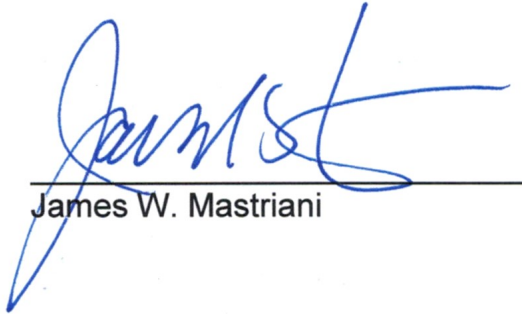
Salary Guide Step	BA	BA+9	BA+18	BA+27	MA
Step 1 Six Months	50,000	50,500	51,000	51,500	52,000
1A	53,400	54,450	55,000	56,550	57,600
2	54,389	55,439	56,489	57,539	58,589
3	55,139	56,189	57,239	58,289	59,339
4-5	55,889	56,939	57,989	59,039	60,089
6	56,639	57,689	58,739	59,789	60,839
7	57,389	58,439	59,739	60,539	61,589
8	58,389	59,439	60,489	61,539	62,589
9	59,439	60,489	61,539	62,589	63,689
10	60,639	61,689	62,739	63,789	64,839
11	62,239	63,289	64,339	65,389	66,439
12	63,889	64,939	65,989	67,039	68,089
13	65,639	66,689	67,739	68,789	69,839
14	67,439	68,489	69,539	70,589	71,639
15	70,997	72,027	73,077	74,127	75,177
16	74,647	75,697	76,747	77,797	78,847
17	78,347	79,397	80,447	81,497	82,547
18	82,122	83,172	84,222	85,272	86,322
18A	85,912	86,962	88,012	89,062	90,112
19	89,702	90,752	91,802	92,852	93,902

2020-2021

Salary Guide Step	BA	BA+9	BA+18	BA+27	MA
Step 1 Six Months	50,000	50,500	51,000	51,500	52,000
1A	53,400	54,450	55,000	56,550	57,600
2	54,578	55,628	56,678	57,728	58,778
3	55,578	56,628	57,678	58,728	59,778

4	56,578	57,628	58,678	59,728	60,778
5-6	57,578	58,628	59,678	60,728	60,778
7	58,578	59,628	60,678	61,728	61,778
8	59,578	60,628	61,678	62,728	62,778
9	60,678	61,728	62,778	63,828	63,778
10	61,878	62,928	63,978	65,028	64,878
11	63,478	64,528	65,578	66,628	66,078
12	65,128	66,178	67,228	68,278	67,678
13	66,878	67,928	68,978	70,028	69,328
14	68,728	69,778	70,828	71,878	71,078
15	72,128	73,178	74,228	75,278	72,928
16	75,628	76,678	77,728	78,778	76,328
17	79,228	80,278	81,328	82,378	79,828
18	82,878	83,928	84,978	86,028	83,428
18A	86,628	87,678	88,728	89,778	90,828
19	90,402	91,452	92,502	93,552	94,602

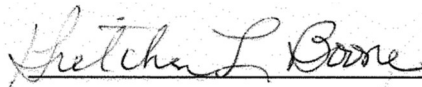
Dated: June 15, 2019  
 Sea Girt, New Jersey



James W. Mastriani

State of New Jersey        }  
 County of Monmouth       }ss:

On this 15<sup>th</sup> day of June, 2019, before me personally came and appeared James W. Mastriani to me known and known to me to be the individual described in and who executed the foregoing instrument and he acknowledged to me that he executed same.



Gretchen L Boone Notary Public New Jersey My Commission Expires 8-24-2022 No. 50066778
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