

In the Matter of Fact-Finding Between:

---

**SPRINGFIELD TOWNSHIP  
BOARD OF EDUCATION**

“Board,”

- and -

**SPRINGFIELD TOWNSHIP  
EDUCATION ASSOCIATION**

“Association.”

---

Docket No. FF-2018-041

**FACT-FINDER’S REPORT  
AND RECOMMENDATIONS  
FOR SETTLEMENT**

**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

I was appointed to serve as Fact-Finder by the New Jersey Public Employment Relations Commission [“PERC”] in accordance with N.J.A.C. 19:12-4.2 after voluntary negotiations and mediation did not resolve the negotiations impasse between the Springfield Township Board of Education [the “Board”] and the Springfield Township Education Association [the “Association”]. A pre-fact-finding mediation session was held on September 24, 2018. Despite mediation efforts, the impasse remained and proceeded to a formal fact-finding hearing on January 22, 2019. At the hearing, the parties made oral presentations, submitted documentary evidence into the record and argued orally. At the conclusion of closing statements, the record was closed.

This Report and Recommendations for Settlement will set forth each party’s last offer proposal, provide a brief background as to the nature of each party’s submissions, will summarize and discuss each issue followed by a recommendation for settlement. I ask the parties to consider my recommendations in their totality rather than selectively. The recommendations have been made to provide a reasonable basis for resolution of all issues and have considered and balanced issues that have impact on one another. A selective approach will likely result in a continuing long-term impasse with adverse impact on the District, its employees, its students and the public.

At the hearing, each party presented a last offer proposal. They are as follows:

**Springfield Township Education Association  
Last Offer at Fact Finding**

Article III.A – Work Year/ Work Day/ Work Hours

Certified Staff

- A. The work year for certificated unit members shall be defined as **one hundred eighty five (185) days. (one hundred eighty-one (181) student school days)**

Article VI.C – Training

Training will be provided during the workday with compensation when unit members are required or requested by the Superintendent to attend. If training is provided on weekends or beyond the contractual **(one hundred eighty five (185) days** for ten month unit members, one hundred and eighty two (182) days for ten month non-certificated unit members (instructional assistants) and two hundred forty (240) days for twelve month unit members) training hours will be compensated as if they were work hours.

Article VI.G – Temporary Leave

G. Teachers Return From Leave

- 2) ... the unit member shall be assigned to **the same or** an equivalent position which the unit member held at the time of said leave.

Article XV – New Section

Black Seal Boiler License

The Board shall reimburse unit members the cost of the Black Seal Boiler License fee.

Article XVIII – New Section

Classroom teachers will be allotted \$300 per school year to purchase classroom supplies.

Article VI – Bereavement Leave- New

4. One (1) day for non-family member, per unit member, per year.

Article XV – Salary Adjustments

**2017-2018**

Certificated Members- 4.6% inclusive of increment

Non-Certificated Members- 5.6% inclusive of increment

**2018-2019**

Certificated Members- 4.6% inclusive of increment

Non-Certificated Members- 5.6% inclusive of increment

**2019-2020**

Certificated Members- 4.6% inclusive of increment

Non-Certificated Members- 5.6% inclusive of increment

**All salary increases shall be retroactive back to July 1, 2017 for all groups/  
unit members.**

Article VII - Insurance

Chapter 78 – Tier 2 percentages as established by salaries

Employee contributions to the cost of health insurance premiums shall be set at Tier 2 of Chapter 78 with amounts established by salaries.

**Springfield Board of Education  
Last Offer at Fact Finding**

ARTICLE III – WORK YEAR / WORK DAY / WORK HOURS

A. Certified Staff

- 1) The work year for certificated staff unit members shall be defined as one hundred and eighty six (186) (~~185~~) days (one hundred and eighty one (181) (~~180~~) student school days).

- C. Teachers Certified Unit Members total in school work day shall consist of ~~six and  $\frac{3}{4}$  (6  $\frac{3}{4}$ )~~ seven (7) hours inclusive of a forty-five (45) minute duty-free lunch period.

ARTICLE VI – TEMPORARY LEAVE

C. TRAINING

Training will be provided during the workday with compensation when ~~bargaining~~ unit members are required or requested by the Superintendent to attend. If training is provided on weekends or beyond the contractual days one hundred eighty five six (185) (186) days for ten (10) month certificated employees unit members, one hundred eighty two (182) days for ten (10) month support staff employees non-certificated unit members (instructional assistants) and two hundred and forty (240) days for twelve (12) month employees unit members) training hours will be compensated as if they were work hours.

G. TEACHERS - RETURN FROM LEAVE

- 2) All contractual benefits to which ~~an employee~~ unit member was entitled, at the time the leave of absence commenced including accumulated sick leave, shall be restored to ~~him/her~~ the unit member upon ~~his/her~~ return in accordance with the current negotiated ~~a~~ Agreement. ~~He/she~~ The unit member shall be assigned to ~~the same or~~ an equivalent position which the unit member held at the time of said leave, ~~or to an equivalent position.~~

I. BEREAVEMENT LEAVE

- 3) Bereavement days must be utilized within one (1) ~~calendar year~~ **month** of the actual death **with one (1) day being the date of the funeral.**

ARTICLE VII – INSURANCE

A. **SUPPORT NON-CERTIFICATED UNIT MEMBERS STAFF**

- 1) Support ~~Staff~~ Employees **Non-certificated unit members** working ~~twenty-seven (27) hours per week~~ or more **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 employees **non-certificated unit members**).

- 2) Support ~~Staff~~ Employees **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 employees non-certificated unit members**) or **ten (10) months** (for **ten (10) month employees non-certificated unit members**) of employment. ~~Employees employed prior to March 1, 2000 who worked fewer than twenty-seven hours per week and received health insurance shall continue to receive health insurance, unless their hours should decrease to less than twenty (20) hours per week, at which time they would be ineligible for insurance.~~

- E. “Any employee **unit member** may elect to accept a payment equal to ~~thirty~~ **twenty five percent (35%) (25)** of the **preferred provider organization (hereinafter the “PPO”)** premium for which they are eligible in lieu of medical coverage and/or payment of ~~thirty~~ **twenty five percent (35%) (25)** 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. **Please note that waivers of coverage are provided in accordance with Chapter 92, P.L. 2007 and Chapter 2, P.L. 2010.**”

ARTICLE IX – BARGAINING UNIT MEMBER RIGHTS

B. Just Cause

No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XV – SALARY ADJUSTMENTS

A. Salary guides to be mutually developed and agreed to by the parties. Each employee unit member will advance one **(1)** step on the guide each year. ~~The board shall reserve the right to approve the salary guide construction proposed by the Association.~~

B. Retroactive salary payment will be paid the next second payroll after six (6) weeks of Board approval the date of ratification of the Agreement by both parties. Retroactive payments, if granted, shall only apply to contracted salaries. Any payment of increases for voucher pay shall be prospective from the date of ratification of the Agreement by both parties.

~~F. Full-time custodial night differential is fifty cents (\$ .50) an per hour. (Delete)~~

EXHIBIT A

The Board proposes to remove columns BA+9, BA+18 and BA+27 from the salary guides.

The salary guide for the 2016-2017 school year, set forth below, shall remain without change as follows for the 2017-2018, 2018-2019 and 2019-2020 school years:

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	68,100

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	75,900	86,950	88,000
19	87,602	88,652	89,702	90,752	91,802

**EXHIBIT B – SALARY GUIDE – SUPPORT STAFF**

The salary guide for the 2016-2017 school year, as set forth below, as well as the Professional Development stipends for Teaching Assistants as set forth in Article XV, Section D, shall remain without change as follows for the 2017-2018, 2018-2019 and 2019-2020 school years:

Step	Aides	Custodians	Van	Maintenance
1	19,555	31,285	36,757	35,043
2	19,727	31,554	36,757	35,931
3	19,885	31,801	36,757	36,819
4	20,057	32,070	36,757	37,728
5	20,732	33,102	36,757	38,698
6	21,418	34,176	36,757	39,648
7	22,078	35,230	36,757	40,660
8	22,885	36,468	36,757	41,672
	-	-	-	-
Off	-	47,558	-	-
	-	-	-	-



## **BACKGROUND**

The parties to the collective negotiations agreement are the Springfield Township Board of Education and the Springfield Township Education Association. The District provides education in grades Kindergarten through Grade Six at one school. The current agreement has effective dates of July 1, 2014 through June 30, 2017. The Association's negotiating unit includes professional categories of classroom teachers, specialists, librarians, nurses, social workers and support staff personnel, including teaching assistants, custodians, maintenance, cafeteria workers, van drivers and secretaries. As of close of record, there were twenty-nine (29) members of the certificated staff, three (3) custodians and twelve (7) instructional assistants. No lunch aide or bus driver positions were filled. There are 226 students in the District. The Township has approximately 3,400 residents.

Although there are a considerable number of issues in dispute, the major issues in dispute center on compensation, health insurance related issues and workload. Each of these categories has more than one component. The parties' positions have been supported by voluminous data presented at the hearing covering many subject matter areas. These include, but are not limited to, general socio-economic data for both Burlington County and the municipality of Springfield Township, trends in Township population, trends in student enrollment, household income of Township residents, cost of living data, school

performance reports, health insurance coverage and costs, costs of health insurance waivers, salary rankings of District employees in and out of Burlington County, comparative salary summaries and analyses in and out of Burlington County, budget expenditures and balances, state aid figures and trends, budget cap data, comparisons in length of workday, comparisons of daily student contact time and costs and comparisons of per pupil expenditures. All of the exhibits introduced at hearing cannot be easily summarized but all have been considered when evaluating the merits of the issues that are at impasse and subject to this Report and Recommendations for Settlement.

The District has unique characteristics. The Township, at 29.5 square miles, is large in size. However, within its borders there is a small population of approximately 3,400 residents and only 113 people per square mile. The number of students enrolled in the District has steadily declined over the last ten years as reflected in the following chart:

2008	319
2009	309
2010	300
2011	290
2012	287
2013	265
2014	251
2015	239
2016	227

2017	205
2018	219

The reasons for declining enrollment are not related to the quality of educational services provided by the District's administration and certificated/non-certificated staff. At hearing, evidence was presented showing highly satisfactory performance and student achievement. The smaller number of students does have impact on per pupil costs that have substantially risen due to the fixed costs of maintaining the District's services and infrastructure independent of student enrollment. The Board and the Association have mutual interest in sustaining the future vitality of the District.

The Board and the Association have each made comprehensive submissions in support of their respective positions. Before addressing the issues that require resolution, it is noted that due to their efforts, the parties have executed many tentative agreements. They have been attached in their complete form to this Report as "Attachment A". They are incorporated into the Report along with the Recommendations that have been made on the open issues. A list of the articles subject to the Tentative Agreements appears below.

1. ARTICLE I – RECOGNITION & EXHIBIT C
2. ARTICLE III – WORK YEAR / WORK DAY / WORK HOURS
3. ARTICLE IV – MEETINGS

4. ARTICLE VI – TEMPORARY LEAVE
5. ARTICLE VII – DENTAL
6. ARTICLE VIII – ADDITIONAL COMPENSATION
7. ARTICLE IX – BARGAINING UNIT MEMBER RIGHTS
8. ARTICLE XIII – GRIEVANCE PROCEDURE
9. ARTICLE XV – SALARY ADJUSTMENTS
10. ARTICLE XVII – SICK LEAVE REIMBURSEMENT
11. ARTICLE XVIII – CHAPERONING DUTIES

I next turn to the issues upon which recommendations have been made:

#### ARTICLE XXII – DURATION OF THE AGREEMENT

Each party has made proposals for school and contract years 2017-2018, 2018-2019 and 2019-2020. They did so at the beginning of the negotiations process in the spring of 2017 that preceded the 2017-2018 school and contract year and the June 30, 2017 expiration of the last agreement. As negotiations unfolded, impasse was reached and the process extended not only through what the initial contract year would have been but also now through the entire second school and contract year of 2018-2019. In the event that the Board and Association achieve a voluntary resolution through this fact-finding process for only a three year agreement, two of those years would now be retroactive. Under the rules of the Public Employment Relations Commission that concern

commencement of negotiations (see N.J.A.C. 19:12-2.1), they would be required to resume negotiations in October 2019 for the 2020-2021 contract and school year.

Under present circumstances, I firmly believe that the public interest and in the interests of all stakeholders in the District will be furthered by concluding an agreement that extends through the 2020-2021 school and contract year. This would provide a full year of respite from bargaining before there is a return to negotiations. The record developed by the parties is sufficient upon which recommendations can be made for two contract years that have passed and two contract years going forward. Moreover, the issues that require resolution can more effectively be accommodated over a time framework that includes a 2020-2021 school and contract year.

#### Recommendation

I recommend that the contract duration commence on July 1, 2017 and be effective through June 30, 2021.

#### ARTICLE VII(E) - HEALTH INSURANCE WAIVER PAYMENTS

I first address the Board's proposal concerning health insurance waivers. In order to provide context to this issue, I have set forth the entire current language on health insurance that appears at Article VII – Insurance. It states:

- A. The Board of Education will pay the full health premium for any Board approved plan, subject to employees contributing to the cost of health premiums as required by New Jersey law.
  
- B.
  1. **Support Staff Employees** working twenty-seven (27) hours per week or more shall be eligible for single health benefits during their first twelve (12) months of employment (ten (10) months for (10) month employees).
  
  2. **Support Staff Employees** shall be eligible to elect couple, parent child or family health coverage after their first 12 months (for 12 month employees) or 10 months (for 10 month employees) of employment. Employees employed prior to March 1, 2000 who worked fewer than twenty-seven hours per week and received health insurance shall continue to receive health insurance, unless their hours should decrease to less than twenty (20) hours per week, at which time they would be ineligible for insurance.
  
- C. The insurance outlined in this article, except employee-only dental, will cover all teachers (and their families according to individual notification) as follows:
  1. Employment prior to 1995-1996
 

Teachers with less than 0.6 teaching schedule will be eligible for single coverage, only teachers with 0.6 or greater teaching schedule will be eligible for family coverage.
  
  2. Employment after 1995-1996
 

Employment after 1996 with .59 or less teaching schedule (less than 20 hours per week) will not be eligible for any health coverage.
  
  3. Teachers with a 0.6 or greater teaching schedule, will be eligible to receive employee-only health/prescription/dental coverage until tenure is obtained; except that, a non-tenured teacher

employed during or after this date who had at least five (5) or more years of previous teaching experience on the salary guide will be eligible for family health/prescription/dental coverage **after** their first year of employment.

- D. The parties agree to switch over to School Employee Health Benefit Plan (SEHBP) including the stand alone prescription plan, as soon as possible after ratification and Board approval. Employees shall be permitted to select any plan offered by SEHBP, including the base plan of DIRECT 10.

E. **Medical Coverage Waiver**

Any employee may elect to accept a payment equal to 35% of the PPO premium for which they are eligible in lieu of medical coverage and/or a payment of 35% of the premium for which they are eligible in lieu of prescription coverage. The member must have alternate coverage.

- F. Dental

**Support Staff**

1. The Board will pay the full premium for family dental for eligible bargaining unit members employed full time. There will be a fifty dollar (\$50.00) per person deductible with a family aggregate of one hundred fifty dollars (\$150.00)
2. Employees shall be eligible for single coverage during their first twelve (12) months of employment (ten (10) months for ten (10) month employees).
3. Coverage for new employees will be effective the first of the month following sixty (60) calendar days of employment.
4. Bargaining unit members eligible for single coverage(s), may at their option, elect couple, parent-child or family coverage with the difference in premium to be paid by the bargaining unit member.

## Certified Staff

1. The Board will pay the full premium, for an employee or family, \$50.00 deductible, dental plan.
2. Coverage for new employees will be effective the first of the month following sixty (60) calendar days of employment.

The Board has proposed to modify paragraph E. This section provides for medical coverage waiver payments. The Board's proposed language is set forth below with deletions reflected by strike-throughs of current language and additions that are bolded and underlined.

“Any ~~employee~~ **unit member** may elect to accept a payment equal to ~~thirty~~ **twenty five percent (35%) (25)** of the **preferred provider organization (hereinafter the** “PPO”) premium for which they are eligible in lieu of medical coverage and/or payment of ~~thirty~~ **twenty five percent (35%) (25)** 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. **Please note that waivers of coverage are provided in accordance with Chapter 92, P.L. 2007 and Chapter 2, P.L. 2010.**”

The Board asserts that its proposal arises out of events that began towards the second half of 2017 during the pendency of negotiations. At the time, the Board was considering whether to change its medical insurance plan from the SEHBP (School Employees Health Benefit Plan) to a SHIF (School Health Insurance Fund). The Board had received notice from the SEHBP that there was a potential for a 13% premium rate increase commencing January 1, 2018. The Board saw this amount of increase as causing both substantial



additional premium costs to the Board as well as causing increases in employee contributions towards premiums arising from Chapter 78 contribution requirements. The Board estimates that its costs for remaining in the SEHBP would have increased by \$110,000. It was also concerned that other school districts were leaving the SEHBP and this could cause premium costs to continue to rise at the same or greater pace in the future. According to the Board, it only had a short window of time to review and decide whether to make the change because of having to meet a ninety (90) day notice requirement as established by the SEHBP to exit the existing plan. The Board decided that it needed to act prior to the notice deadline and it began to prepare the switch to the SHIF.

The Board was aware of its contractual obligation in Article VII, Section (E) to allow a unit member to waive medical and/or prescription coverage and receive payments for doing so up to the \$5,000 statutory cap pursuant to the language in the Agreement that expired on June 30, 2017. Although Section E had no specific reference to a dollar cap, the cap was required as a result of Section D that switched health insurance coverage over to the SEHBP. That language stated:

- D. The parties agree to switch over to School Employee Health Benefit Plan (SEHBP) including the stand alone prescription plan, as soon as possible after ratification and Board approval. Employees shall be permitted to select any plan offered by SEHBP, including the base plan of DIRECT 10.

The Board was concerned that the waiver payments as expressed as a 35% percentage and capped at \$5,000 due to its then participation in a State Health Benefits Program,<sup>1</sup> would substantially increase after it made the switch to the SHIF, which is not a state administered health insurance plan and not subject to the statutory cap on waiver payments. This would cause some employees to more than double what they had been receiving over and above the \$5,000 cap. The Board was concerned that these amounts would be significant and would cut into the savings achieved by changing the health insurance plan. The Board proposed to the Association that the waiver payments, then subject to the statutory cap of \$5,000, be kept at those levels if the switch in plans was made instead of rising to more substantial payments to be received only by those employees who had elected to waive coverage. The Association responded on September 17, 2017. It indicated it would be willing to discuss the Board's proposal to modify the waiver language but only in the context of joining the issue with other issues including salary negotiations. There was no agreement on either the Board's waiver proposal or on salaries at the time the Board proceeded to make the switch to the SHIF based on the savings that would be achieved by the decreased cost in premiums for that plan. The level of benefits was not an issue at the time because the SHIF had represented to the Board on July 1, 2017 that the level and plan of benefits the plan offered to the Board contemplated that

---

<sup>1</sup> See P.L. 2010, c. 2.

they would be “equal to or better than the plan benefits in place today.” The issue of benefit levels is not in dispute in this fact-finding proceeding.

The Board made the switch to the SHIF effective January 1, 2018. It complied with Article VII, Section E by continuing to provide waiver amounts at the 35% level. However, as a consequence, the waiver costs rose substantially due to the absence of the statutory dollar cap of \$5,000 in waiver payments. During the last year of the Agreement when the cap was in effect, the 2016-2017 school year, there were eight employees who waived coverage, five of whom had received \$5,000 because of the statutory language in the SEHBP. The total sum spent was \$33,125.00. Because the switch to the SHIF was made mid-year during the 2017-2018 school year, the waiver payments were apportioned for six months under the capped amounts for the SEHBP and for six months under the uncapped amounts for the SHIF. Ten employees received waiver payments. The waiver costs under the SEHBP were \$11,448.00 but rose to \$41,097.96 under the SHIF for a total of \$52,545.96. Had the SHIF been in place for the entire 2017-2018 school year, the waiver costs would likely have been \$82,195.92 compared to the \$33,125.90 that was spent on waiver payments in 2016-2017. In the 2018-2019 school and contract year nine employees elected waivers. Three received the highest amounts of \$12,064.37 due to the \$5,000 cap no longer being present and the total amount spent on waiver payments was \$73,724.86. Because 1% of base salary costs is \$20,038, the additional cost of

the waiver payments due to the absence of the cap and expressed as a percentage of base salary was approximately 1.5% of base salary costs in 2017-2018 over what was spent in 2016-2017 and approximately \$40,000 or 2.0% of base salary costs annually in 2018-2019 over what was spent in 2016-2017.

The Association, while having expressed a willingness to negotiate over the waiver payment as part of overall negotiations, does not agree to the Board's proposal to cap the waiver incentive at \$5,000. It sees the Board's increased financial obligation as a consequence of the existing contract language and due to the Board's decision to shift coverage to the SHIF, a plan that no longer capped the amount of payments as was required under the SEHBP.

### Recommendation

The merits of the issue of waiver payments must be viewed in two distinct yet intertwined contexts. The first is identifying the intent and purpose of the issue standing alone. The second is the economic impact of the cost of the increased payments and the extent to which it may impact on the terms of salary in the short term and beyond. On this latter point, the Board has proposed not to make any salary adjustments over the life of the three year agreement. This, I believe, is at least in part due to the substantial increase in the cost of the waiver payments. The recommendation on the issue of waiver incentive payments must take into consideration the intent of the parties during their inclusion of the waiver

language in Article VII, Section (E) and the relationship, if any, between the waiver payments and salary adjustments.

As Article VII(D) and (E) are currently phrased, the Board is obligated to provide a broad and comprehensive health benefit plan to its employees, as well as prescription and dental coverage, as well as to provide waiver payments equal to 35% of premium cost in lieu of coverage to employees who have alternative coverage. The commitment to health benefits has not changed due to the fact that the SHIF plan contemplated providing equal to or better benefits than the pre-existing plan.<sup>2</sup> Pursuant to Article VII(D), the Board had switched coverage to the SEHBP and provided a 35% payment in lieu of medical coverage to members who had alternate coverage and decided to waive that coverage. The parties acknowledged that such payments, while only expressed as a percentage of premiums, were capped at the statutory limit of \$5,000 for members of the SEHBP. Although no specific mention of the \$5,000 cap appeared in Section (E), when Section (D) and Section (E) are read together, the purpose appears to have been to provide a \$5,000 cap on the waiver payments made to employees who elected not to have coverage due to being covered by another plan.

There is simply no evidence that the long-term intent of Article VII(E) was to create an unlimited amount of waiver payments constrained only by a

percentage of the actual amount of premiums paid by the Board for medical insurance coverage. This observation is apparent in the parties' implicit recognition of the statutory limit of \$5,000 at the time the incentives were capped by participation in the SEHBP. This statutory limit appears in N.J.S.A. 52:14-17.3(a) for State plans. N.J.S.A. 40A:10-17.1 has the same limit for non-state plans that extend to both State and local governments, such as counties, municipalities and contracting agencies. Here, the legality of waiver payments in school districts is not at issue in this case because school districts are not included in the statute that governs non-state insurance plans for local government employees. Instead, the focus here is on the reasonableness of the Board's proposal to place a limit on the waiver incentive to 25% of the maximum combined benefit (medical/prescription) or \$5,000, whichever is less, consistent with the statutory language that applies to state and local governments and school districts who participate in State plans and state and local governments such as counties, municipalities and contracting agencies who participate in non-state plans.

Given the language in Sections (D) and (E), the expressions of policy as they appear in the statutes and the substantial increases in costs arising from the uncapped amounts on waiver payments, I recommend that Article VII(E) include a maximum, combined limit of five thousand dollars (\$5,000) to be implemented

---

<sup>2</sup> This observation is not intended to establish or confirm what the Board's legal obligation is when changing health insurance plans. As indicated above, this issue is not present in this proceeding.

at the commencement of the 2019-2020 Agreement on July 1, 2019. I also recommend the maintenance of the 35% language rather than the Board's proposed modification of the percentage to 25%. This percentage is consistent with the current language, not precluded by law in this instance and, as a practical matter, will not have significant cost impact to the District due to the \$5,000 cap on waiver payments I have recommended. I am cognizant that some employees have received more than \$7,000 above the \$5,000 cap and will no longer receive more than the \$5,000 they had been receiving. However, it is also recognized that these employees will still receive a substantial payment and that they are not, as are other employees, subject to the employee contributions required by Chapter 78. The fact that they have received substantially greater waiver payments over the last two years as a consequence of the switch in carriers that saved the Board premium costs and unit members premium contributions does not render this recommendation as a concession but merely the restoration of a previously held benefit. Moreover, the cost of uncapped waivers that rose to more than 2% of base salary above what the previous costs had been, has contributed to the parties' deeply held disagreements on the salary issue for all unit employees. This impact has been addressed in the section of this Report that covers the salary issue.

Based on all of the above, I recommend the inclusion of the Board's proposal as modified effective July 1, 2019 for the 2019-2020 school year.

“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.”

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

The Board has proposed to revise the eligibility requirements for non-certificated unit members to be eligible for health benefits. The Board’s proposal reflects the existing language and the revisions it has proposed. It is as follows:

A. **SUPPORT NON-CERTIFICATED UNIT MEMBERS STAFF**

- 1) Support ~~Staff Employees~~ **Non-certificated unit members** working ~~twenty-seven (27) hours per week or more~~ **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 employees **non-certificated unit members**).
- 2) Support ~~Staff Employees~~ **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 employees non-certificated unit members**) or **ten (10) months** (for **ten (10) month employees non-certificated unit members**) of employment. ~~Employees employed prior to March 1, 2000 who worked fewer than twenty-seven hours per week and received health insurance shall continue to receive health insurance, unless their hours should decrease to less than twenty (20)~~



~~hours per week, at which time they would be ineligible for insurance.~~

The Board's proposal would revise the number of hours per week to be eligible from twenty-seven (27) hours to thirty (30) or more hours per week. It would also eliminate contract language that grandfathered any employees who were employed prior to March 1, 2000. The Association has not agreed to the proposal.

There are few non-certificated unit members who are subject to the existing contract clause. Based on this record, it appears that the purpose of the proposal is directed towards minimally expanding on the number of hours that an employee now works rather than to deprive the existing non-certificated staff of existing participation in the receipt of health benefits. I recommend the Board's proposal with a modification that allows any current non-certificated staff member who is now eligible and receives health insurance coverage to maintain coverage.

#### Recommendation

I recommend adoption of the Board's proposed modifications to Article VII(A). 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. The provision shall read:

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.

**SALARY**

The parties' positions on salary deviate significantly. The Board has proposed not to increase salaries for any and all of the contract years while the Association has proposed increases of 4.6% per year for certificated staff members and 5.6% per year for non-certificated staff members inclusive of step increment costs. Based on agreed upon scattergram amounts of a \$2,038,009 base at the end of the last contract year in June 2017, the cumulative costs of the Association's proposal of 4.6% for certified staff is \$93,748 in 2017-2018, \$191,809 in 2018-2019 including the \$93,748 cost in 2017-2018, and \$294,381 in 2019-2020, including costs of the prior two years. In respect to non-

certificated staff including Aides, Custodians and Maintenance, the agreed upon base year costs were \$294,907. Based on the proposed 5.6% annual increases, the 2017-2018 cost would be \$16,515, the 2018-2019 cumulative cost would be \$33,965 (including the \$16,515 in 2017-2018 and \$17,441 in 2018-2019) and \$52,361 in 2019-2020, including the \$16,515 in 2017-2018, the \$17,441 in 2018-2019 and the additional \$18,405 for 2019-2020.

The salary issue must be placed in context to the circumstances that each party perceives as shaping the results it seeks. The Board emphasizes the additional waiver payments it has made, its asserted financial inability to offer any salary increases and the comparability data that it sees as favoring the District's proposal to freeze salaries. The Association sees little or no connection between the additional waiver payments and salaries, it sees support for higher than average salary increases based on its comparability analysis and it disagrees with the Board's posture on its finances.

I first note that the District is well managed, it has a dedicated competent staff who, along with board members, share in the overriding objective of maintaining the sustainability of the District and in the continued delivery of quality education. The record reflects that the District and its staff face certain trends and challenges in their efforts to maintain excellence and that these factors have influence on their views towards salary increases. I briefly touch

upon some of them. There has been a decline in the number of school age residents and consequently a dramatic decline in student enrollment. The figures show:

Fiscal Year	Student Enrollment
2007-2008	319
2008-2009	309
2009-2010	300
2010-2011	290
2011-2012	287
2012-2013	265
2013-2014	251
2014-2015	239
2015-2016	227
2016-2017	239
2017-2018	226

The data also shows sharp increases in costs per pupil which have risen by \$14,088 since 1999. This is not due to overspending or lack of fiscal prudence but more likely due to a simple mathematical calculation reflecting sharp declines in student enrollment while the costs of maintaining a quality educational program are mostly fixed. The Board asserts the need to control costs but it cannot ignore the need to reward employees for their work that furthers student performance, that offers quality education to the community and meets the requirement to maintain and to attract competent staff.

Each party has also introduced broad evidence on salary comparability and on financials. These factors are the traditional focus of any salary analysis. The Association cites Burlington County average percentage settlements, inclusive of increments, at 2.96% in 2017-2018, 3.15% in 2018-2019 and 3.10% in 2019-2020. These average increases were based on 31 reported settlements in 2017-2018, 17 in 2018-2019 and 9 in 2019-2020. The Association makes additional citations to later reported settlements with a greater number of districts reporting. Here, the percentages are strikingly similar in nature at 2.96%, 3.10% and 3.06% for each of the same contract years with 33, 23 and 14 districts reporting. The Association also refers to statewide average increases that show, irrespective of settlement dates, increases of 2.83%, 2.91% and 2.97% for the contract years at issue. The Association does not agree with the District's position on finances and asserts that the financial evidence reflects that a reasonably comparable increase in salaries can be funded in all contract years without adverse financial impact on the budget or taxpayers. The Association also points to significant breakage savings by comparing the costs for staff who left the District in 2017-2018 and 2018-2019 with the costs for staff who joined the District in each of those two years. Its calculation reflects savings in breakage from the signed scattergram of \$170,196 in 2017-2018 and an additional \$103,232 in the 2018-2019 school year. In respect to the budget, the Association offers an analysis that it asserts reflects that there are more than sufficient funds on hand to meet the costs of its financial proposals. While

acknowledging a decrease in the District's general fund balance as of June 30, 2017, it notes a general fund balance of \$897,725 as of that date.

The above statistics on comparability, with settlement rates as reported by the New Jersey School Board Association, are not directly contested by the Board. However, for several reasons stated, the Board disputes their applicability to this set of negotiations contending that its overall financial circumstances require giving less weight to general comparability statistics. Among these are the 34% decline in student enrollment over the last ten years, an average birth rate in the municipality of only 24 between 1990 and 2017, a high rate of foreclosures, recent costs of infrastructure improvements to the school, increased regional school tax rates despite a referendum rejection by Township residents for increased costs to the regional high school, a combined (64.2% / 14.87%) school tax rate representing 79% of the Township's total tax levy, losses in state aid that it projects will continue in the future, favorable workload requirements for district teachers within the County as expressed in the length of the workday and student contact time, favorable teacher/student ratios, favorable salary comparisons among districts it deems comparable (Eastampton and Chesterfield), favorable median salaries compared to statewide median K-6 salaries, substantially higher total classroom instructional costs than County averages and substantially higher per pupil rates than the County average. The Board further contends that increases in the cost of waiver payments, that rose to

approximately 2.0% per year, has diverted monies from the negotiations process thereby preventing its ability to propose revisions in the salary schedule for all unit employees.

Because the waiver payments were monies received by approximately one-third of the unit and were actual costs to the Board in 2017-2018 and 2018-2019, I find that they must be considered and weighed when fashioning the overall salary recommendations. However, it is significant that these costs, unlike payments made to base salary, are one time annual costs that do not cumulate thereafter. Put another way, a hypothetical 1% or \$20,000 increase in base salary (either by step movement or across the board) would be spent not only in the year in which the cost was incurred but also in succeeding years due to the base cost rising in the initial year and continuing thereafter. One time annual non-base payments, such as the waiver payments, do not cumulate and are payouts only in the year in which they are incurred. A hypothetical graphic example of the comparisons between the two types of costs is as follows:

Non-base waiver payment

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1.5%	2.0%	0%
[over capped waiver payment]	[over capped waiver payment]	[over capped waiver payment]

As shown above, the waiver payments over the prior cap on payments caused dollar expenditures in Year 1 and in Year 2 but they are without any base salary cumulative costs either in the years that they were paid nor do they carry over into base costs going forward into Year 3, assuming acceptance of my recommendation to cap the waiver payments at \$5,000 effective July 1, 2019 in the same manner in which they were capped under the SEHBP during the first six months of this contract.

In contrast, if the same annual percentage costs of increase in the waiver payments had been placed in base salary, the costs would have been cumulative, resulting in gross salary costs for the two same years at 3.5% above the last year of the expired agreement and those costs would carry forward into Year 3 as depicted below.

Base salary payment:

<u>Year 1</u>	<u>Year 2</u>
1.5%	1.5%
	2.0%
	(Total) 3.5%
	[cumulative cost due to base salary payments]

What the above charts reflect is that the increased cost of the waiver payments, while representing actual costs during the years they were made, are non-cumulative costs which do not appear or continue into the years after the



cap on waiver payments resumes. In other words, the cost of the waiver payments in 2019-2020 and thereafter will be similar to what they were in 2016-2017 and unaffected in 2019-2020 by the increased payments that were made during the 2017-2018 and 2018-2019 contract years. These facts reflect that lower salary payouts may be required during the first two years of this agreement than otherwise may have been required absent the increased waiver costs but also that the nature of the non-base waiver payments does not require the rate of salary increases during the first two years to significantly deviate from the data as to virtually all other districts throughout the state because of the increased waiver payments that were made in the first two years.

The evidence on salary comparability is also relevant and must be given weight. Springfield has unique characteristics that must be considered. Yet, those characteristics do not relieve the Board from the general obligations that are present for all public school districts, including the regional school district in which it participates. Specifically the District must consider changes in compensation made by the regional district to which its students are educated after leaving Grade Six, those made generally within the County and those made in nearby elementary districts that have some similar characteristics. The comparability data, when viewed in its totality, points to recommended salary increases less than what the Association has proposed and more than what the Board has proposed. There is no comparability data that supports the terms of

either final offer. On average, salary increases have ranged between 2.75% and 3.0% inclusive of increments. The scope of the percentage increases is reasonably consistent with the range of cost of living (COLA) increases over the last two contract years. The comparability and cost of living data do not necessarily fix or set what the increases should be in Springfield but they are entitled to weight along with other relevant factors. Further, an “average” increase factors in those increases that are higher and lower than the “average” due to considerations unique to individual districts. The cost of step increases to be made over the duration of the contract must also be considered. The annual step increases are estimated to be 2.07% in Year 1, 1.89% in Year 2 and 1.54% in Year 3. The parties, in Article XV, have in the past recognized and contemplated the movement of a less experienced employee on the steps of the salary schedule so as to provide advancement towards a salary maximum. Such schedules are commonplace in public education, law enforcement, fire service and blue and white collar employment in virtually all government jurisdictions. Here, I must consider the costs of step movements in each contract year.

The salary recommendation must also consider the weight to be given to the work year and work hours recommendations I have made later in this Report. If adopted these revisions will increase the productivity of District staff and the educational opportunities of the District’s pupils. Although I do not find that a minute by minute or an hour by hour adjustment in salary is required due to these

recommendations, some weight must be given to the additional time that the certificated staff must work going forward compared to the time that has been worked in the past.

I must also consider the District's finances. The ability to bear the increased cost of salary adjustments must be weighed along with the other relevant factors cited above. Here, the record shows that the District has been conscious of its taxpayer support but it has shown that it has had the ability to replenish fund balances, that its net position is positive and that there has been a marked decrease in gross salary costs in 2017-2018 and 2019-2020 due to staff turnover ranging up to double the average percentage increases in the salary comparables. These and other factors diminish the reasonableness of the Board's proposal for a three year salary freeze. A similar conclusion as to reasonableness must be reached as to the Association's proposal for 4.6% increases for certificated staff and 5.6% increases for non-certificated staff. The record simply does not justify increases of the magnitude the Association seeks. Moreover, the Association's salary proposals do not consider long-term financial trends that are challenging. Sharp rises in per pupil costs and sharp declines in state aid must be given weight towards recommending salary increases notwithstanding evidence reflecting the Board's ability in the short term to fund salary increases similar to what reflected in the comparability data.

## Recommendation

There are several relevant factors that deserve to be weighed when recommending salary adjustments. These include, but are not limited to, the increased cost of waiver payments in contract years 2017-2018 and 2018-2019; the evidence on salary comparability that includes statewide averages, county averages and salaries for elementary school districts within Burlington County; the cost of step increases; the District's financial status; gross salaries paid to staff over the contract duration and workload adjustments made to the work year and workday. I also consider the fact that the overall cost impact of all of the recommendations is virtually limited to the salary recommendations with only de minimis cost impacts for any non-base salary issue. This stands in sharp contrast to the calculations made by the Board as to the costs of the Association's position during negotiations that include substantial costs for issues the Association had previously proposed but were either withdrawn by the Association or not recommended in this Report. Based on a careful weighing and balancing of all of the above, I recommend the following adjustments to salary based on record evidence and the unique facts and circumstances surrounding these negotiations.

As previously indicated, the increased costs of the increase in waiver payments in 2017-2018 and 2018-2019 require an accommodation between the costs of the non-base payments that were made for those years and the any

base salary improvements to be recommended for those years. As has been calculated, the additional costs of the waiver payments combined in 2017-2018 and 2018-2019 approximated a total 3.5% of base salary costs. However, the costs did not cause any increase in actual base salary costs in either of those two contract years or base salary going forward. When all of the relevant factors are considered and weighed, they dictate a salary increase for the first two years that do not reach the “average” percentages reflected in the comparability data and with lesser annual payouts caused by the deferral of the increases in the salary schedule to mid-year of each contract year.

Accordingly, I recommend that the salary schedules for certificated and non-certificated staff members in 2017-2018 be developed on the basis of a 2.75% annual increase inclusive of increments with an implementation and effective date of February 1, 2018. 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.

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.

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.

All increases shall be retroactive to their effective date of increase for each contract year. The salary schedules shall be mutually developed as soon as reasonably possible. I retain jurisdiction in the event of a dispute. In respect to remaining salary issues proposed by the Board, I do not recommend the elimination of the BA+9, BA+18 and BA+27 columns, nor the proposal to eliminate the fifty cents (\$0.50) per hour custodial night differential.

#### CHAPTER 78 – EMPLOYEE CONTRIBUTIONS

The Association proposes to have employee contributions toward health insurance premiums, now calculated at up to the Tier 4 level, be reduced and set at up to Tier 2 levels. The amounts to be actually contributed would be established by salaries received by unit employees. The Association refers to Chapter 78, the statute creating and mandating employee contributions at varying levels or tiers expressed in percentages of premium costs tied to amounts of salaries received. The Association points out that the statute now authorizes mandatory negotiations over contribution levels now that Tier 4 levels

were reached during the prior agreement. Now that the statute authorizes negotiations over contribution levels it proposes a reduction in those amounts for employees who otherwise would have to contribute at Tier 3 and Tier 4 levels.

The Association cites to contract settlements within and outside Burlington County containing Chapter 78 “relief.” It cites to 10 districts out of 41 in Burlington County that have negotiated certain types of modifications to the Chapter 78 requirements. These include, among other types of modifications, percentage contribution rates capping at 28% of premiums rather than the Tier 4 level of 35% in the Lenape District, partial voucher payments for contribution amounts above 22% in the Lumberton District and the freezing of Chapter 78 rates at 2018-2019 levels linked to the amount of health care premium rates in 2019-2020 in Cinnaminson. Other districts cited include Beverly where employees receive annual voucher payments of \$500 and Westhampton where employees receive 20% rebates on the total amount of contributions required by Chapter 78.

The Board rejects the Association’s Chapter 78 proposals for several reasons. First, it cites the switch to the SHIF as creating savings in premium contributions for employees at a total of \$2,026 per month. The Board submits that it has addressed employee cost concerns over contributions by the change it made to the SHIF that resulted in lower premium costs upon which the

percentage contributions are made. It also submits that the substantial increase in waiver payments for unit members during the past two years has made any reduction in Chapter 78 premium contributions by unit members improbable during the course of this agreement. The Board emphasizes that the cost of the Association proposal to set contributions at Tier 2 rates would create an equivalent annual cost to the District of \$80,941 or approximately 4% of base salaries. This, the Board asserts, runs counter to its financial posture which has seen sharp reductions in state aid and its desire to prevent tax increases and severely limit its ability to provide any increases in base salaries.

#### Recommendation

The Association's proposal represents substantial cost to the Board during a time that the District's finances have been challenged by substantial cuts in state aid. The Association's proposal is designed to ameliorate the harsh effects Chapter 78 has had on take home pay and to join some, but not all, districts who have negotiated some form of relief in employee contributions towards health insurance premiums. I do not recommend the Association's proposal during this contract term. The denial is not based on a rejection of the conceptual merit of any approach towards "relief" but rather on my judgment on this record that the District should not be required to sustain additional substantial costs beyond the funds required by the salary recommendations I have made during this contract term. The Association may revisit this issue without prejudice during negotiations



for the succeeding Agreement based on a broader scope of evidence available at that time. I do, however, recommend that no additional Chapter 78 contributions be deducted from retroactive salary payments made resulting from the implementation of the salary recommendations that require retroactivity.

#### ARTICLE VI – TEMPORARY LEAVE, SECTION C (TRAINING)

The existing Agreement at Article VI, Section C covers the issues of training and compensation. It states:

Training will be provided during the workday with compensation when unit members are required or requested by the Superintendent to attend. If training is provided on weekends or beyond the contractual days (184 days for 10 month certificated employees, 182 days for 10 month support staff employees and 240 days for 12 month employees) training hours will be compensated as if they were work hours.

The Board has proposed to revise the contractual days for ten month certificated employees to 186 to keep the days in line with its proposal in Article III to revise the work year to 186 days.<sup>3</sup> The Association seeks to maintain the number of days as 185 which is the current contractual requirement.

After review of the parties' respective proposals, it is noted that the disagreement appears to be over what the number of contractual work days in

---

<sup>3</sup> It appears that the reference to 184 contractual days is a typo as it is inconsistent with the clear language in Article III requiring 185 days in a work year and the Board's assertion that its proposal is meant to keep the number of contractual days in Article VI in line with Article III which confirms its intent is to maintain a consistency between the two articles.

one year should be for certificated staff. In a separate recommendation, I have recommended that the contractual number of days increase by one day from 185 to 186 effective the 2019-2020 school year. I recommend the inclusion of the language proposed by the Board whose stated purpose is to align Article VI, Section C with Article III as revised. Article VI, Section C will be amended to state:

Training will be provided during the workday with compensation when unit members are required or requested by the Superintendent to attend. If training is provided on weekends or beyond the contractual one hundred eighty six (186) days for ten (10) month certificated unit members, one hundred eighty two (182) days for ten (10) month non-certificated unit members (instructional assistants) and two hundred and forty (240) days for twelve (12) month unit members) training hours will be compensated as if they were work hours.

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

The existing Agreement includes a provision concerning a teacher who has returned after having taken a leave of absence. It states:

2. All contractual benefits to which an employee was entitled, at the time the leave of absence commenced including sick leave, shall be restored to him/her upon his/her return in accordance with the current negotiated agreement. He/she shall be assigned to the same position which he/she held, at the time of said leave, or to an equivalent position.

The Board proposes to modify the last sentence to delete reference to being assigned to the “same position” and leave language in place that refers to “an equivalent position.” The specific language the Board proposes is as follows:

2. All contractual benefits to which an ~~employee~~ **unit member** was entitled, at the time the leave of absence commenced including accumulated sick leave, shall be restored to ~~him/her~~ **the unit member** upon his/~~her~~ return in accordance with the current negotiated ~~a~~**Agreement**. ~~He/she~~ **The unit member** shall be assigned to ~~the same or~~ **an equivalent** position which the unit member held at the time of said leave, ~~or to an equivalent position.~~

The Association proposes language that is substantively the same as that which currently exists but with new language that would clarify the existing language. The relevant portion of the Association’s proposal to clarify Article VI, Section G(2) would read:

2. the unit member shall be assigned to **the same or** an equivalent position which the unit member held at the time of said leave.

### Recommendation

This issue must consider the nature of the District’s educational program and the flexibilities that exist within its one school that now has twenty-nine (29) teachers offering education to students in grades K-6. The existing provision offers protection to a teacher who goes out on leave and then returns to work. When this occurs, the language now obligates the Board to assign the returning teacher “to the same position ... or to an equivalent position.” The parties use of

the word “or” between “same” or “equivalent” now provides the Board with the alternative to offer the teacher either the same position or an equivalent position without any contractual reference that states an order of priority. The parties’ use of this existing language was most likely an attempt to provide the returning teacher with protection upon return and flexibility to the Board to assign the teacher to either the same or equivalent position depending on the staffing circumstances and educational requirements existing at the time of the teacher’s return. Given the fact that the existing language is clear on this point, I recommend that the status quo be carried forward into the new agreement requiring the Board to assign the returning teacher either to the same position the unit member held at the time the time a leave was taken or to an equivalent position.

#### ARTICLE VI, SECTION I – BEREAVEMENT LEAVE

Each party has proposed a modification to Section I – Bereavement Leave. The existing provision states:

Death in Immediate Family -

Immediate family is hereby defined as follows: own children (natural or adopted) spouse, same sex partner, civil union spouse, parents, grandparents, mother or father in law, brother, sister, brother or sister-in-law, aunt or uncle.

A bargaining unit member will be paid for a period of:

1. Up to five (5) days for death of parents, own children (natural or adopted) spouse, same sex partner, civil union spouse.
2. Up to three (3) days for death of mother or father in law, brother, sister, brother or sister-in-law or grandparent.
3. One (1) day for aunt or uncle.

Bereavement days must be utilized within one calendar year of the actual death.

The Association proposes to revise the above language to add one (1) day for non-family members, per unit member, per year. The Board rejects the Association's proposal and proposes to change the ability of an employee to utilize the bereavement days within one calendar year of the actual death to "within one (1) month of the actual death with one (1) day being the date of the funeral."

#### Recommendation

The existing language provides reasonable terms with well defined categories that extend beyond the parties' definition of "immediate family." The Association has not established justification for an expansion of the benefit to that which is currently stated. Its proposal is not recommended. I also do not recommend the adoption of the Board's proposal to limit the time period for when the leave can be taken. There is no evidence that there has been an abuse of the existing provision nor to any other justification that would modify the status quo.

## ARTICLE IX – BARGAINING UNIT MEMBER RIGHTS

The existing Agreement includes a Section B which states:

No bargaining unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

The Board has proposed a modification that would delete the word “just” prior to the word “cause.”

### Recommendation

The proposal of the Board is without sufficient rationale as to the basis for seeking a modification the standard from “just cause” to “cause,” nor is there any explanation as to whether any substantive difference exists between the existing standards and the proposed standards. The just cause standard to undertake adverse actions is the well accepted standard in both the private and public sectors and need not be modified in this instance without substantial justification to do so. Accordingly, I do not recommend the adoption of the Board’s proposal.

## ARTICLE XV – NEW (BLACK SEAL BOILER LICENSE)

The Association has proposed to add new language to the general salary article in the Agreement. The proposal states:

The Board shall reimburse unit members the cost of the Black Seal Boiler License fee.

The Board has denied the proposal.

#### Recommendation

The Association's proposal is reasonable but only under circumstances where the Board requires a unit member to hold a Black Seal Boiler License as a condition of employment. Accordingly, I recommend adoption of the Association's proposal as modified to be effective July 1, 2019:

In the event that the Board requires a unit member to hold and/or maintain a Black Seal Boiler License, the Board shall reimburse the member or members the cost of the Black Seal Boiler License fee.

#### ARTICLE XVIII – NEW SECTION – CLASSROOM SUPPLIES

The Association has proposed to add a new section to Article XVIII providing each classroom teacher to be allotted \$300 per school year to purchase classroom supplies. The Board has rejected this proposal.

#### Recommendation

It is common that classroom teachers typically purchase classroom supplies at their own expense. I recommend the inclusion of the Association's proposal as modified below. I recommend, effective July 1, 2019, that the

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

### ARTICLE III – WORK YEAR/ WORK DAY/ WORK HOURS

The current agreement provides language governing workload for certificated staff.

The work year for certificated staff shall be defined as 185 days (one hundred and eighty (180) student school days).

The Board has proposed to modify the above based on the following proposals:

A. Certified Staff

- 1) The work year for certificated staff unit members shall be defined as one hundred and eighty six (186) (~~185~~) days (one hundred and eighty one (181) (~~180~~) student school days).

- C. Teachers Certified Unit Members total in school work day shall consist of ~~six and  $\frac{3}{4}$  (6  $\frac{3}{4}$ )~~ seven (7) hours inclusive of a forty-five (45) minute duty-free lunch period.

The Association has proposed:

- A. The work year for certificated unit members shall be defined as one hundred eighty five (185) days. (one hundred eighty-one (181) student school days)



The Work Year/Work Day/ Work Hours proposal of the Board contains two key components. One is to expand the work year for certificated unit members to one hundred eighty six (186) days from the current one hundred eighty five (185) days and to add one student school day to reach 181. The second is to modify the total in-school workday to seven (7) hours from six and three quarter (6  $\frac{3}{4}$ ) hours inclusive of a forty-five (45) minute duty free lunch period. The Association seeks the rejection of the proposal to add a day to the work year or additional time to the workday. It counters with a proposal to keep the current work year of 185 days with an additional student school day to yield 181. The recommendations on these issues have considered all the underlying rationale the parties have submitted, including extensive comparisons with other school districts.

#### Recommendation

I recommend the adoption of the Board's proposals to modify Article III. Under the circumstances present, greater productivity from staff is desirable to sustain the viability and efficiency of the school district. The Board's proposals will enhance that goal and are consistent with my salary recommendation to provide compensation to the teaching staff for its efforts to provide quality education to the students. The Board's proposal is also reasonably consistent with the workload requirements that exist in comparable elementary school districts within the County that it has cited in the record of this proceeding. The

effective date for these modifications is July 1, 2020, the commencement of the 2020-2021 school year. This will provide administration an opportunity to consider the most effective use of the additional time after considering input from staff. Article III 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.

### **RECOMMENDATIONS**

I summarize all of the recommendations made in this Report below:

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.

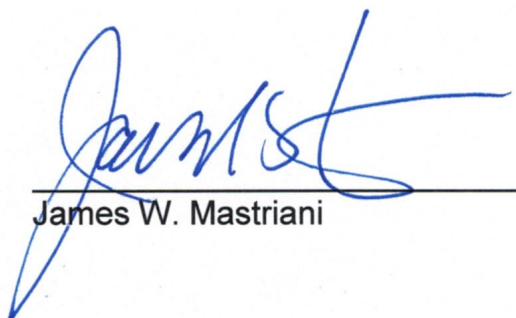
8. **ARTICLE XV - SALARY**

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.

Dated: June 3, 2019  
Sea Girt, New Jersey

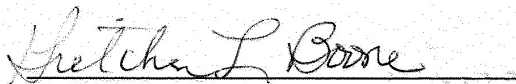


---

James W. Mastriani

State of New Jersey     }  
County of Monmouth    }ss:

On this 3<sup>rd</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

# **Attachment A**

**Tentative Agreements  
Reached by the Parties**

## TENTATIVE AGREEMENTS

### ARTICLE I – RECOGNITION & EXHIBIT C

The **Springfield Township** Board of Education (**hereinafter the “Board”**) recognizes the Springfield Township Education Association (**hereinafter the “Association”**) as the exclusive and sole representatives for employment for certificated staff **unit members**: all regularly employed classroom teachers, specialists, librarians, nurses, social workers; and ~~support staff employees~~ **non-certificated unit members**: teacher assistants, custodians, maintenance, cafeteria workers, van drivers and secretaries **and all co-curricular positions established in Exhibit C**. These categories of employees shall be referred to as bargaining unit members. Excluded from the unit are all managerial executives, psychologists and learning disability director, confidential employees and supervisors within the meaning of the PERC **Public Employment Relations Commission (hereinafter the “PERC”)** Law; craft employees, professional employees, police employees, casual employees, secretary to the Superintendent, secretary to the Board Secretary/Business Administrator, and all other employees employed by the Springfield Board of Education.

#### **Exhibit C – Co-Curricular Positions**

<b>Position</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
Student Council Advisor	400	400	400
Winter Concert Director	300	300	300
Spring Concert Director	300	300	300
Talent Show Director	300	300	300
Art Show Coordinator	500	500	500
Drama Club Advisor	500	500	500

### ARTICLE III – WORK YEAR / WORK DAY / WORK HOURS

#### A. Support Staff

- 1) The work year shall be defined as one hundred and eighty two (182) working days for a ten (10) month ~~support staff employees~~ **non-certificated unit members**.
- 2) Staff **Non-certificated unit members** will be notified by the end of the school year of the calendar for the upcoming school year comprising the one hundred and eighty two (182) working days.

- 3) Full-time employment for custodians and maintenance shall consist of eight (8) hours per day inclusive of breaks and duty free lunch **as below** listed below. Full-time employment for teacher assistants shall consist of six and three-quarter (6.75) hours per day inclusive of breaks and duty free lunch listed below.
- 4) Full-time custodian and maintenance employees **unit members** shall have two fifteen (15) minute breaks and a thirty (30) minute duty free lunch. ~~These paraprofessionals~~ **Teacher assistants** who work a half day schedules will be provided with a fifteen (15) minute break during either their morning or afternoon shift.
- 5) Twelve (12) month employees **non-certificated unit members** shall receive twelve (12) paid holidays per year, to be determined by the Superintendent when the student calendar is being developed.
- 6) Twelve (12) month employees **non-certificated unit members** shall receive vacation as follows:

Years	Weeks
1-5	2
6-14	3
15+	4

- 7) **Twelve (12) month non-certificated unit members may, upon written request to the Superintendent, be permitted to carry over five (5) vacation days into the next school year. The five (5) days must be used in the carry over year. Any and all accumulated unused carry over vacation days shall be forfeited at separation or retirement.**

#### ARTICLE IV – MEETINGS

- A. Teachers' **Certificated unit member's** attendance at **one** Home and School Association **and Back to School Night** ~~Me~~ meetings are required at ~~Back to School Night~~ and one (1) additional meeting per year.
- B. Teachers **Certificated unit members** will attend one (1) or two (2) evening conferences in the fall (based on a parent survey) and one



(1) evening conference in the spring. In both cases, early school closing will occur on conference days. Evening conferences will not be scheduled on consecutive **nights** ~~unless agreed to by the Association~~ **at the sole discretion of the CSA.**

## ARTICLE VI – TEMPORARY LEAVE

### **B. PERSONAL DAYS**

7. Certificated Staff **Unit Members**
  - a) ~~Teachers~~ **Certificated unit members** shall be required to notify the Superintendent of Schools in writing at least one (1) week in advance of their selected ~~personal~~ **day**.
  - b) Personal days at the beginning and/or end of any extended school calendar vacation **holiday of more than one (1) day and/or if the holiday extends a weekend to more than three (3) days** (Christmas, Thanksgiving, Easter, etc.) **will only** may be permitted with advance permission of the Superintendent. Personal days will not be granted on ~~parent~~ **teacher** conference days.

### **H. TEACHERS UNIT MEMBER - EMERGENCY LEAVE**

- 1) Certificated staff **unit members** will be allowed up to two and a half (2 ½) days for emergency leave per school year. Support Staff **Non-certificated unit members** will be allowed up to one (1) day for emergency leave per school year. **Non-Certificated unit members will be eligible to receive one and one half (1 ½) additional emergency leave days provided they have depleted all other vacation, sick, and personal days.**
- 2) An emergency is defined as a circumstance of an unforeseen nature that impacts on the immediate family of the ~~employee~~ **unit member** or illness of father, mother, brothers, sisters, spouse or children.
- 3) Approval for emergency leave shall be sought from the Superintendent of Schools prior to taking emergency leave, if possible. If prior approval is not possible, approval shall be sought as soon as possible after reason for request for emergency leave occurs. The Superintendent of Schools shall determine the validity of the circumstances. If the

decision is negative, the decision can be appealed to the Administrative-Teacher Council whose decision is final.

ARTICLE VII – DENTAL

**F. DENTAL COVERAGE – SUPPORT STAFF UNIT MEMBERS:**

**Support Staff**

- 1) The Board will pay the full premium for family dental for eligible bargaining unit members employed full-time. There will be a fifty dollar (\$50.00) per person deductible with a family aggregate of one hundred fifty dollars (\$150.00) **with an annual, calendar year, maximum of two thousand dollars (\$2,000) per family member.**
- ~~2) Employees shall be eligible for single coverage during their first twelve (12) months of employment (ten (10) months for ten (10) month employees.~~
- 3) Coverage for new employees **unit members** will be effective the first of the month following sixty (60) calendar days of employment.
- ~~4) Bargaining unit members eligible for single coverage(s), may at their option, elect couple, parent-child or family coverage with the difference in premium to be paid by the bargaining unit member.~~

~~**G. DENTAL COVERAGE – CERTIFIED STAFF**~~

- ~~1) The Board will pay the full premium, for an employee or family, \$50.00 deductible, dental plan.~~
- ~~2) Coverage for new employees will be effective the first of the month following sixty (60) calendar days of employment.~~

ARTICLE VIII – ADDITIONAL COMPENSATION

The Board agrees to provide the following additional compensation upon presentation of a **dated** receipt, **signed by the unit member,** to the Board **Business Office**. Receipt(s) must be provided to Board **Business Office** prior to June 30<sup>th</sup> of the year reimbursement is being requested:

- 1) **Three hundred dollars (\$300)**-00 clothing and shoe allowance (for items to be worn on the job) for all full-time custodial, maintenance and food service employees **unit members**.
- 2) **Two hundred dollars (\$200)**-00 clothing and shoe allowance (for items to be worn on the job) for all full-time custodial, maintenance and food service employees **unit members**.
- 3) The Board of ~~Education~~ agrees to provide additional compensation to teachers **certificated unit members** who have obtained graduate credits beyond a Bachelor's Degree in an accredited Master Degree Program in Education as per the included salary guide. The Board of ~~Education~~ shall pay the above additional compensation based upon the number of graduate credits and/or Master's Degree obtained in education by the first day of September and the first day of February.
- 4) A rotation list will be created **prior to the beginning of the school year, undated yearly, made available upon request, and maintained by the Office of the Superintendent** for extra-ordinary pay when a paraprofessional **non-certificated unit member** is assigned as a replacement for support staff **another non-certificated unit members (A.M. or P.M. positions)**. **This section pertains to support non-certificated unit members with pupil contact which includes teacher assistants, cafeteria, and transportation aides.**
- 5) Certificated staff **unit members**, who work beyond the school day and/or the school year at the request of the Superintendent, will be compensated at the hourly rate of:

2017-2018	2018-2019	2019-2020
<b><u>42</u></b>	<b><u>43</u></b>	<b><u>44</u></b>

	2015	
	2016	2016
2014	\$40.00	2017 \$40.00
2015		
\$40.00		

- 6) Support staff **Non-certificated unit members**, who work beyond the school day and/or the school year at the request of the Superintendent, will be compensated at the hourly rate of **fifty percent (50%)** of the certificated staff **unit member** rate.

- 7) ~~All work assignments under article VIII will be offered to qualified staff on a seniority basis. Seniority is defined as years of service in the Springfield Township School District.~~
- 7) **Any employee unit member asked to work beyond the regularly scheduled day will be paid for a minimum of one (1) hour's work at the appropriate hourly rate.**

**ARTICLE IX – BARGAINING UNIT MEMBER RIGHTS**

**D. DAMAGE AND/OR LOSS OF PROPERTY**

The Board will provide payment and/or reimbursement for any damage to or loss of personal property, as per the stated coverage of its insurance policy. Damage to private automobiles on school property will be submitted to the employee's **unit member's** own **automobile** insurance company for coverage. The cost of any deductible expense may be submitted to the Board for **payment** consideration **provided that there is an eyewitness account and/or site surveillance that the damage was directly caused by actions of the District.**

**G. TRANSFERAL NOTIFICATION**

The Superintendent shall notify individual teachers **certificated unit members** being transferred in grade level and/or classroom assignment for the following year on or before May 15<sup>th</sup>, if the budget passes **or is not taken for a vote**. If the budget does not pass, said notification shall be made no later than one (1) week before the end of the school year. The Superintendent shall have the discretion to change the assignment after said notification in the event of ~~teacher~~ **certificated unit members** resignations, open positions or other reasonable cause.

**K.**

- 1. Seniority – Seniority shall be defined as continuous service, **in classification**, in the bargaining unit.
- 2) Reduction in Force
  - a. A seniority list shall be provided to the Association by ~~November 1 annually~~ **upon request** and at the time of ~~any contemplated~~ **proposed** ~~Reduction in Force~~ (RIF).

- b. Any reduction of positions shall be accomplished in the following manner:
- I. ~~An employee~~ **unit member** shall exercise their total employment Seniority to replace a less senior ~~employee~~ **unit member** in the same classification.
  - II. In the event that a vacancy occurs, a laid-off ~~employee~~ **unit member** shall be entitled to recall thereto in the order of his/her **unit member** seniority **within classification.**
  - III. Notice of recall to work shall be sent to the ~~employee's~~ **unit member's** last known mailing address by certified mail, return receipt requested as well as to the last known email address appearing on the records of the ~~school~~ **District**. Within twenty (20) calendar days from receipt of such notice of recall, the ~~employee~~ **unit member** shall notify the **District**, in writing whether or not he/she **the unit member** desires to return to the work involved in the recall. If the offer to return to work is rejected, or if said ~~employee~~ **unit member** fails to respond, said ~~employee~~ **unit member** shall forfeit all rights to the recall list.
  - IV. Job offerings not within the same job **classification,** ~~shift, hours, and days category of work~~ shall be offered to individuals on the recall list. Acceptance of such a position shall not affect his/her **the unit member's** status on the recall list for his/her **the unit member's** last position **classification.**
  - V. Seniority shall be accumulated during the period of layoff. Upon recall, ~~employees~~ **unit members** shall have their accumulated seniority restored to the date of layoff.
  - VI. A recalled ~~employee~~ **unit member** shall have all benefits restored in accordance with his/her **the unit member's** accumulated seniority, including but not limited to longevity, **and** step on guide, etc.
  - VII. ~~An employee~~ **unit member** shall only lose school ~~d~~**District** seniority if he/she **the unit member** resigns or is discharged for cause, irrespective of whether he/she **the unit member** is subsequently rehired by the school ~~d~~**District**.

### ARTICLE XIII – GRIEVANCE PROCEDURE

**C. PROCEDURE**

- 1) Level Three:
  - a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools he/she may within five (5) school days after a decision by the Superintendent of Schools or fifteen (15) school days after the grievance was delivered to the Superintendent of Schools, whichever is sooner, request in writing that the Association submit his/her grievance to the Board of Education. The Association may submit the grievance to the Board of Education within fifteen (15) school days after receipt of a request by the aggrieved person.
  - b) If the Board and representatives of the bargaining unit member's organization **Association** are unable to agree, they may, at the request of either party and with concurrence of both parties, submit the matter to binding arbitration within fifteen (15) school days after the request is made and concurred with.
  - c) The arbitrator will be selected from a panel submitted by **the American Arbitration Association or PERC**. The arbitration must be restricted to a decision based upon the facts submitted to him/her and be restricted from expanding the **a**Agreement, i.e. "cannot add to or subtract from..."
  - d) The costs for the services of the arbitrator, including per diem expenses, if any, and actually and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**ARTICLE XV – SALARY ADJUSTMENTS**

~~E. Reporting of Salaries for Custodians, Maintenance, and Aides~~

- ~~a) Custodian and maintenance members' salaries shall be reported in the contract as an annual salary consistent with~~

~~the salary calculation that was used in the 2013-2014 school year (see Exhibit B). Part-time custodian and maintenance salaries shall be prorated. This provision is intended to memorialize the current practice and shall have no financial impact absent agreed-upon increases.~~

~~b) Custodian and maintenance members' hourly rates will remain in the contract and will be increased at the rate that is agreed upon for these members. These hourly rates will be used to calculate overtime rates. This provision is intended to memorialize the current practice.~~

~~c) Aides' salaries shall be reported in the contract as an annual salary consistent with the salary calculation that was used in the 2013-2014 school year. Part-time aides' salaries shall be prorated. This provision is intended to memorialize the current practice and shall have no financial impact absent agreed-upon increases.~~

G. Bargaining ~~u~~Unit members may elect to **shall** have their paychecks directly deposited into a bank **no more than two (2) financial institutions** of their choice.

#### H. **COMMERCIAL DRIVER'S LICENSE (CDL)**

1) Any employee attaining a CDL will receive a pay differential in accordance with the following schedule. The additional pay shall be pensionable salary. In addition, ~~t~~The Board of Education shall reimburse the employee **unit members, appointed as a bus/van driver or bus/van substitute driver,** the cost of the CDL license **renewal fees.**

- a. ~~2017/2018~~ \$500.00
- b. ~~2018/2019~~ \$750.00
- c. ~~2019/2020~~ \$1000.00

### ARTICLE XVII – SICK LEAVE REIMBURSEMENT

#### A. **SUPPORT STAFF NON-CERTIFICATED UNIT MEMBERS**

Upon retirement as defined per the requirements of the "TPAF" and/or **Public Employees Retirement System (hereinafter the "PERS")**, the Board will pay retiring bargaining **non-certificated** unit members for accumulated **unused** sick leave as follows: **below indicated.** Twelve **(12)** month employees **unit members** may convert **shall have** accumulated **unused** vacation days, **accrued**

before June 30, 2017, converted to sick days to be paid as described below upon retirement.

- 1) After ten (10) – to fifteen (15) years of employment the Board will pay twenty-five dollars (\$25.00) dollars per day to a maximum of one hundred (100) days.
- 2) After sixteen (16) – to twenty (20) years of employment the Board will pay twenty-five dollars (\$25.00) dollars per day to a maximum of one hundred and fifty (150) days.
- 3) After more than twenty (20) years of employment the Board will pay twenty-five dollars (\$25.00) dollars per day to a maximum of two hundred (200) days.

~~For the purposes of this article, retirement will mean that an employee 55 years of age or older, will be leaving the employment of Springfield Township Schools and will not be employed elsewhere in the same capacity.~~

#### **B. CERTIFICATED STAFF**

Upon retirement, as defined per the requirements of Teachers Pension and Annuity Fund (hereinafter the “TPAF”) and/or PERS, ~~teachers~~ unit members with ten (10) years or more of consecutive service in the ~~d~~District will receive fifty dollars (\$50).00 per day to a maximum of two hundred (200) days.

- 1) Number of days paid shall be at this rate once a minimum of thirty (30) days has been accumulated. If a minimum of thirty (30) days has not been accumulated, a rate of ten dollars (\$10) per day shall be paid for the number actually accumulated.
- 2) Estate of deceased teacher certificated unit member receives reimbursement only if ~~employee~~ certificated unit member has declared intention to retire.
- 3) In order to be eligible for this sick leave reimbursement, the ~~employee~~ certificated unit member must notify the Board of ~~Education~~ by January 31<sup>st</sup> of the year prior to the anticipated retirement. Sick leave reimbursement shall be paid on July 1<sup>st</sup> of the school year. Failure to provide this notification will result in a one (1) year delay in payment.

#### **ARTICLE XVIII – CHAPERONING DUTIES**



Chaperoning duties for school events that are scheduled beyond the contractual day for bargaining unit members shall be voluntary. In the event there are not adequate volunteers to provide for the safety of the students, the Administration may assign additional bargaining unit members to chaperoning duties. Such assignments shall be as equitable as possible.

Bargaining uUnit members shall be paid at the following rate per event, not per hour:

<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>
<b><u>\$31</u></b>	<b><u>\$32</u></b>	<b><u>\$33</u></b>

~~2014-2015 \$30.27~~                      ~~2015-2016 \$30.27~~                      ~~2016-2017 \$30.27~~