AGREEMENT

# BETWEEN

# THE

# SPRINGFIELD TOWNSHIP BOARD OF EDUCATION

# AND

# SPRINGFIELD TOWNSHIP EDUCATION ASSOCIATION

2022-2025

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#### ARTICLE I RECOGNITION

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 unit members: all regularly employed classroom teachers, specialists, librarians, nurses, social workers; and 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 unit members. Excluded from the unit are all managerial executives, psychologists and learning disability director, confidential employees and supervisors within the meaning of the 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 Board.

#### ARTICLE II NEGOTIATION PROCEDURE

# A. <u>GENERAL</u>

The parties agree to enter into collective negotiations over a successor Agreement in accordance with chapter 123, Public Law 1974. Any agreement so negotiated shall be submitted to the Board and the Association for ratification and, if ratified, be signed and adopted by both parties.

- 1. Representatives of the Board and the Association's Negotiating Committee shall meet at the discretion of either party. All meetings between the parties shall be scheduled at the convenience of both parties.
- 2. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it must be adopted by the Board and the Association.
- 3. In any successor negotiations resulting in a signed MOA, dated within sixty (60) days after the expiration of the current agreement, retro will be paid. For any MOA signed beyond sixty (60) days of the expiration of the current agreement, the Board agrees to negotiate retro payments. Retroactive payments so negotiated are not precedential. Payment of any such agreed to retro payment shall not include the payment to bargaining unit members who resign, are terminated, or non-renewed prior to the ratification of the successor agreement. This provision shall not apply to those who retire or are RIFed.

# B. AVAILABLE DATA

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public records of the Springfield Township School District.

# C. <u>NEGOTIATING COMMITTEES</u>

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

#### D. LIMITATION OF NEGOTIATION TO DEFINED UNIT

The Board agrees not to negotiate concerning said employees, in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

#### E. MODIFICATION OF THE AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### F. ELIMINATION OF SALARY GUIDE COLUMN

Effective upon ratification, the BA+9 Column in the Salary Guide shall be eliminated.

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

# A. <u>SUPPORT STAFF</u>

- 1. The work year shall be defined as one hundred and eighty-four (184) working days for ten (10) month non-certificated unit members (one hundred and eighty-one (181) student school days and three (3) professional development days).
- 2. 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-four (184) 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. 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 unit members shall have two fifteen (15) minute breaks and a thirty (30) minute duty free lunch. 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 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.

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

6. Twelve (12) month non-certificated unit members shall receive vacation as follows:

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 unused carry over vacation days shall be forfeited.

# B. <u>CERTIFICATED STAFF</u>

- 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).
- 2. Newly hired certificated staff shall work one (1) extra day. This day shall be scheduled by the superintendent during the week preceding the first day of school for students.
- 3. 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.

# C. TEACHING HOURS

- 1. During master schedule construction, top priority will be given to providing each certificated unit member with a 30-minute preparation period each day.
- 2. 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.
- 3. Certificated unit members shall have a duty-free lunch of forty-five (45) minutes duration unless students have less than forty-five (45) minutes during an emergency situation.
  - a. When inclement weather or some other unavoidable condition prohibits the practicality of duty-free period, the staff shall supervise students in their homeroom.
  - b. Certificated unit members may leave at student dismissal time when unable to have a full forty-five (45) minutes duty-free lunch.
  - c. The Board will attempt to maintain the current level of Special Area Certificated unit members within its ability to budget sufficient funds. When Special Area Certificated unit members are absent due to illness, personal days, professional days, or field trips, a substitute will be obtained whenever one is available. If a certificated unit member misses a prep which cannot be made up later in the week, that staff member will be compensated at the hourly rate. This shall not apply for preps missed for class trips or an emergent situation.
- 4. Certificated unit members returning in the evening for Back to School Night may leave at student dismissal time.

# ARTICLE IV MEETINGS

- A. Certificated unit member's attendance at one Home and School Association meeting and Back to School Night is required per year.
- **B.** 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 at the sole discretion of the CSA.
- **C.** Certificated unit members will attend one faculty meeting per month, for no longer than forty (45) minutes per Faculty Meeting and one additional faculty meeting will be scheduled during the year by administration as needed.

# ARTICLE V BUS DUTY

- A. Bus duty may be assigned during a certificated unit member's work day;
- 1. Bus duty would entail supervising the students during the bus arrival and dismissal, walking from the bus to the school building and walking from the school building to the bus.
- 2. All teaching staff will rotate this duty. Support staff will continue to be assigned at the discretion of the administration.
- 3. The schedule will be reviewed with the association president as soon as possible before the first day of school in order to troubleshoot possible conflicts. The schedule will be distributed to the members on the first day of school. Conflicts will be addressed and changed within the first two weeks of school.
- 4. Staff members who switch a duty with a colleague will let the office know as soon as possible.
- 5. If a staff member is absent on a scheduled bus duty rotation, then the administration will be responsible for the coverage.
- 6. If bus duty exceeds the contracted day, timesheets will be submitted.

## ARTICLE VI TEMPORARY LEAVE

## A. SICK LEAVE

Ten month employees shall receive ten (10) days sick leave per year. Twelve month employees shall receive twelve (12) days sick leave per year. Part-Time employees will be entitled to sick and personal days on a pro rata basis. Unused sick days shall carry over to the following year. Each bargaining unit member shall receive yearly written notification of his/her available sick leave. Any bargaining unit member who does not utilize any sick leave during a school year shall receive a letter of commendation from the Superintendent and the Board. The Board may authorize the contribution of unused personal days to be used by a particular staff member as paid sick leave days in a particular situation.

#### B. PERSONAL DAYS

- 1. Bargaining unit members shall receive three (3) personal leave days per year.
- 2. These personal days shall be converted to accumulated sick leave if not utilized.
- 3. Written notification of the use of personal leave shall be provided to the Superintendent at least one week in advance.
- 4. The superintendent shall respond within four (4) working days
- 5. With prior approval, from the Superintendent, personal days may be used during a scheduled district professional day. Such approval shall not be unreasonably withheld.
- 6. Support Staff
  - a. A maximum of two (2) bargaining unit members may take personal leave at any one time.
  - b. One of the three personal days may be used as an emergency day.
- 7. Certificated Staff
  - a. Certificated unit members shall be required to notify the Superintendent 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 holiday of more than one (1) day and/or if the holiday extends a weekend to more than three (3) days will only be permitted with advance permission of the Superintendent. Personal days will not be granted on parent teacher conference days.
  - c. One of the three personal days may be used as an emergency day. If unused, personal days will convert to sick days. A maximum of (3) certificated unit members will be allowed off at any one time.

# C. <u>TRAINING</u>

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-four (184) 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.

# D. PROFESSIONAL DAY

Each certificated unit member shall have the prerogative of one (1) Professional Day a year. In cases of extenuating circumstances, certificated unit members may petition the superintendent to authorize professional day(s) in addition to the guaranteed one (1).

- 1. Written notice of the date and location of the Professional Day shall be provided to the Superintendent no later than one (1) week prior to the date of the regularly scheduled Board of Education meeting preceding the requested Professional Day, unless there are extenuating circumstances.
- 2. To be considered a bona fide Professional Day, any activity relating to the enlightenment of good education practice, in the judgment of the certificated unit member involved, shall be acceptable.
- 3. Any staff member, upon approval of the Superintendent, may be granted time for professional visitation to schools, classrooms, or workshops within the district or outside the district. The Board will pay the mileage, registration and other pertinent expenses.

# E. DISABILITY/DISABILITY DUE TO PREGNANCY/CHILD REARING LEAVE

#### **Disability Leave**

- 1. Leaves for disability due to pregnancy shall be covered as any other sickness or illness under sick leave. The Board of Education shall be in compliance with the Federal Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA)
- 2. A bargaining unit member who anticipates the need for a disability leave (other than due to pregnancy) shall notify the Superintendent in writing of the anticipated commencement date of the disability leave, as soon as the employee knows of his/her disability.
- 3. In the case of disability leave due to pregnancy, the bargaining unit member shall inform the Superintendent in writing, no later than sixty days prior to the anticipated delivery date, of her request for which accumulated sick leave may be utilized.
- 4. The Board of Education reserves the right to regulate the termination dates of anticipated leaves in order to preserve educational continuity. The Board of Education may require, as a condition of the employee's return to work, a certificate from a physician that the employee is medically able to resume teaching duties.

#### F. CERTIFICATED UNIT MEMBERS-CHILD REARING LEAVE

- 1. Any employee seeking an unpaid leave of absence for reasons associated with child rearing shall file a written request for such a leave with the Superintendent, at least sixty (60) days in advance of the date when said leave is to commence; or, as notification of an impending adoption. Such request shall specify when the employee proposes to return.
- 2. A leave of absence for child rearing for a tenured employee may be for the remainder of the school year in which it is requested. Said leave may be extended for one additional year if requested in writing by April 1st to the Superintendent.

- 3. Such leave for a non-tenured employee shall not extend beyond the end of the school year in which the leave is to commence.
- 4. An employee may request, in writing to the Board, an extension or reduction in the previously approved child rearing leave of absence at least sixty (60) days prior to the expected termination date. Such requests shall specify when the employee proposes to return.

## G. CERTIFICATED UNIT MEMBERS-RETURN FROM LEAVE

- 1. Incremental movement on the salary guide will occur only if the employee on leave has worked more than half of the actual working days in the school year in which the leave commences or terminates.
- 2. All contractual benefits to which an employee was entitled, at the time the leave of absence commenced including accumulated 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.

# H. UNIT MEMBER-EMERGENCY LEAVE

- 1. Certificated unit members will be allowed up to two and half (2 ½) days for emergency leave per school year. 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 unit member or illness of father, mother, brothers, sisters, spouse or children.
- 3. Approval for emergency leave shall be sought from the Superintendent 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 shall determine the validity of the circumstances. If the decision is negative, the decision can be appealed to the Administrative-Certificated unit member Council whose decision is final.

# I. <u>BEREAVEMENT LEAVE</u>

Death in Immediate Family

Immediate family is hereby defined as follows: own children (natural, adopted, and step), 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) or spouse, same sex partner, or civil union spouse.
- 2. Up to three (3) days for death of mother or father-in-law, brother, sister, brother or sister-in-law, step-children, or grandparent.

- 3. One (1) day for aunt or uncle.
- 4. One (1) day for non-family members, maximum one per year. It must be utilized within one month of the actual death.

Bereavement days under 1, 2, 3 must be utilized within six months of the actual death. It shall accrue against the current allocation of such days.

### J. CERTIFICATED UNIT MEMBERS-SABBATICAL LEAVE

Unpaid Sabbatical Leave will be granted by the Board of Education for a period not exceeding one year under the following conditions:

- 1. The certificated unit member must have completed seven (7) consecutive years in the district.
- 2. The request of sabbatical leave is received by the Board of Education prior to the January Board Meeting of the current school year.
- 3. The sabbatical leave must run concurrently with the school year September to June.
- 4. A suitable substitute can be found.
- 5. The sabbatical leave time will not count for placement on the current salary guide.
- 6. Sabbatical leave will be granted for the purpose of attendance at a university or college that offers course work relating to elementary education.
- 7. The certificated unit member must notify the Board of Education by March 1 of the following year of his/her desire to return to the district.
- 8. No more than one (1) sabbatical leave will be granted per year.

### ARTICLE VII INSURANCE

**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. 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 for twelve (12) month non-certificated unit members 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.
- C. The insurance outlined in this article, except employee-only dental, will cover all certificated unit members (and their families according to individual notification) as follows:
- Employment prior to 1995-1996
   Certificated unit members with less than 0.6 teaching schedule will be eligible for single coverage, only certificated unit members with 0.6 or greater teaching schedule will be eligible for family coverage.
- 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. Certificated unit members 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 certificated unit member 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 <u>after</u> their first year of employment.

# D. MEDICAL COVERAGE WAIVER

Effective July 1, 2019, 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.

## E. DENTAL COVERAGE- UNIT MEMBERS

- 1. The Board will pay the full premium for family dental for eligible unit members employed full-time. There will be a fifty dollar (\$50) per person deductible with a family aggregate of one hundred fifty dollars (\$150) with an annual, calendar year, maximum of two thousand dollars (\$2,000) per family member.
- 2. Coverage for new unit members 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 Business Office. Receipt(s) must be provided to the Business Office prior to June 30<sup>th</sup> of the year reimbursement is being requested.

- 1. Three hundred dollars \$300 clothing and shoe allowance (for items to be worn on the job) for all full time custodial, maintenance, and food service unit members.
- 2. Two hundred dollars \$200 clothing and shoe allowance (for items to be worn on the job) for all part-time custodial, maintenance, and food service unit members.
- 3. The Board agrees to provide additional compensation to 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, updated yearly, made available upon request, and maintained by the Office of the Superintendent for extraordinary pay when a non-certificated unit member is assigned as a replacement for another non-certificated unit member (A.M. or P.M. positions). This section pertains to non-certificated unit members with pupil contact which includes certificated unit member assistants, cafeteria, and transportation aides.
- 5. 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 :

2022-2025	
\$44	

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

#### A. <u>NO DISCRIMINATION</u>

The Board agrees that it will not discriminate against any employee with respect to hours, wages or any term or condition of employment by reason of his/her membership in the association.

#### 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.

#### C. <u>REPRESENTATION</u>

Whenever any bargaining unit member is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that bargaining unit member in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior oral or written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Any suspension of a bargaining unit member pending charges shall be without pay.

#### D. VACANCIES-SUPPORT STAFF

- 1. Vacancies will be posted in a place that will be consistent and known to employees. Posting will be for a minimum of five (5) school days during the school year. During the school year, a substitute may be hired during the advertising, interviewing and hiring period, but this process must begin and end in a reasonable period of time with the full intention of hiring a replacement.
- 2. During the summer, vacancies will be posted for ten (10) business days.
- 3. An interview will be granted to all applicants who are bargaining unit members.

#### E. <u>REPORT CARD GRADES TIMELINES</u>

Teachers shall be given four (4) school days beyond the end of the marking period to complete report cards at the completion of each marking period.

#### F. TRANSFERRAL NOTIFICATION

The Superintendent shall notify individual certificated unit members being transferred in grade level and/or classroom assignment for the following year on or before May 15th, 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 certificated unit members resignations, open positions or other reasonable cause.

# G. CERTIFICATED UNIT MEMBER EVALUATIONS

Following all short and long observations, the superintendent or his/her designee shall meet with the member within fifteen (15) work days.

# H. <u>REPRIMAND</u>

If and when the need arises for an administrator to reprimand an employee, he/she shall do so in private, not in the presence of peers, students, or parents, except in exigent circumstances.

# I. 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 unit member's automobile insurance 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.

# J. <u>SENIORITY</u>

- 1. 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 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. A 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 unit member shall be entitled to recall thereto in the order of unit member seniority within classification.
    - iii. Notice of recall to work shall be sent to the 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 District. Within twenty (20) calendar days from receipt of such notice of recall, the unit member shall notify the District, in writing, whether or not 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 unit member fails to respond, said unit member shall forfeit all rights to the recall list.
    - iv. Job offerings not within the same job classification shall be offered to individuals on the recall list. Acceptance of such a position shall not affect the unit member's status on the recall list for the unit member's last classification.
    - v. Seniority shall be accumulated during the period of layoff. Upon recall, unit members shall have their accumulated seniority restored to the date of layoff.
    - vi. A recalled unit member shall have all benefits restored in accordance with the unit member's accumulated seniority, including but not limited to longevity, and step on guide.

vii. A unit member shall only lose District seniority if the unit member resigns or is discharged for cause, irrespective of whether the unit member is subsequently rehired by the District.

#### ARTICLE X ASSOCIATION RIGHTS AND PRIVILEGES

Whenever any representatives of the Association or any bargaining unit member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

The Association and its representatives shall have the right to use the inter-school facilities and school mailboxes with the approval of the Superintendent.

Association meetings may be held twice per month providing advance notice be given to the Superintendent. The Superintendent may grant additional meetings as needed.

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and certificated unit members' dining room.

Certified Staff Evaluations: Following all short and long observations, the Superintendent or his/her designee shall meet with the member within fifteen (15) work days.

Part time employees attending Professional Development days at the request of the Superintendent on days he/she is not assigned to work will be paid their per diem salary.

## ARTICLE XI REPRESENTATION FEE

The Board of Education agrees to collect and forward to the Association a representation fee pursuant to NJSA 34:13A-5.5.

#### ARTICLE XII VOLUNTARY PAYROLL DEDUCTIONS

The Board agrees to deduct from the employees' salaries money for the ABCO Public Employees Federal Credit Union, Brown & Brown Benefits Advisors, AXA Equitable, Lincoln Investment, Prudential, AFLAC, and MetLife programs as said bargaining unit members individually and voluntarily authorize Board to deduct and to transmit the monies promptly according to statute.

The parties agree to abide by the timeframes for registration, deductions and changes thereto as required by the individual organizations.

#### ARTICLE XIII GRIEVANCE PROCEDURE

#### A. DEFINITIONS

- 1. A "grievance" is a claim based upon the interpretation, application, or violation of policies, agreements or administrative decisions affecting terms and conditions of employment.
- 2. Support Staff only It does not include the failure or refusal of the Board to renew a contract of a non-tenured employee.
- 3. An "aggrieved person" is the person making the claim.
- 4. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. <u>PURPOSE</u>

- 1. The purpose of this procedure is to secure, at the lowest possible level, a joint resolution to the problems which may from time to time arise affecting the welfare and/or terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any bargaining unit member having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given the opportunity to be present as such adjustments and to state its views.

# C. PROCEDURE

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as its practicable.
- 3. Level One: An aggrieved person shall discuss a grievance with his/her superior within twenty (20) school days after the occurrence. A bargaining unit member with a grievance shall first discuss it with his/her principal or immediate superior with the objective of resolving the matter informally. The aggrieved shall have the right to have the Association's designated representative present.

- 4. Level Two: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing on the appropriate grievance form with the Association for review with a duplicate copy to the Superintendent within five (5) school days after the decision at Level One to ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association Committee may refer it to the Superintendent for resolution.
- 5. 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 he/she may within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his/her grievance to the Board. The Association may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.
  - b. If the Board and representatives of the 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 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 actual 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 the same.

# D. MISCELLANEOUS

- 1. No reprisals of any kind shall be taken by the Board or by any members of the administration against any party in interest, any member of the Association Committee or any other participant in the grievance procedure by reason of such participation.
- 2. If, in the judgment of the Association Committee, a grievance affects a group or class of bargaining unit members, the Association Committee may submit such grievance at level One. The Association Committee may process such a grievance at all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 3. All decisions shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Association Committee.

4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

#### ARTICLE XIV ADMINISTRATIVE/BARGAINING UNIT MEMBER COUNCIL

An Administrative/Bargaining Unit Member Council shall be established and shall meet at the discretion of either party. The purpose of the Council shall be to strengthen the educational program through discussions. The council may consider but not be limited to curriculum improvements, instructional organization, extra curricular programs, inservice training, and other related matters regarding the effective operation of the Springfield Township School District.

The Council shall consist of four (4) members; the Superintendent and another member selected by him/her and two (2) members selected by the Association President.

The Council shall meet at least once per month unless mutually agreeable to meet more or less. The meeting shall be held at a mutually agreeable time and shall not last more than an hour unless mutually agreeable.

#### ARTICLE XV BLACK SEAL BOILER LICENSE

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 XVI SALARY ADJUSTMENTS

Salary guides to be mutually developed and agreed to by the parties. Each employee will advance one step on the guide each year. The Board shall reserve the right to approve the salary guide construction proposed by the Association.

The parties have entered into the Memorandum of Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement. This Memorandum may be amended only by written agreement signed by both parties. This Memorandum of Agreement is contingent on and subject to the ratification of the Springfield Township Education Association and approval by resolution by the Springfield Township Board of Education.

- **A**. Employees whose employment began prior to February 1 will be compensated on the next step of the adopted salary guide for the following school year.
- **B**. Employees whose employment began February 1 or after will be compensated on the same step of the adopted salary guide for the following school year.
- **C.** Bargaining unit members may elect to have their paychecks directly deposited into a bank of their choice.
- **D.** Professional Development stipend for Assistants with 30 college credits:

2022-2025	
\$600	

Professional Development stipend for Assistants with 60 college credits or an Associate's Degree:

2022-2025	
\$1200	

The college credits must provide a benefit to the school district or satisfy the requirements of the Elementary and Secondary Education Act, subject to the approval of the Chief School Administrator.

- 1. Effective and retroactive to July 1, 2022, the base salaries of the Association shall be increased by 3.0%.
- 2. Effective and retroactive to July 1, 2023, the base salaries of the Association shall be increased by 3.0%.
- 3. Effective July 1, 2024, the base salaries of the Association shall be increased by 3.0%.

The above increases are inclusive of increment.

**E.** Full-time custodial night differential \$.50 an hour. The first custodial shift will be considered the hours of the school day. The second custodial shift will commence at the end of the school day. The \$.50 differential in pay will only apply to the second shift. A school day shall be defined as the certificated unit member's work hours.

**F.** Any member called back to school for an emergency situation shall be compensated for at least one hour.

# G. COMMERCIAL DRIVER'S LICENSE (CDL)

The Board of Education shall reimburse the unit members appointed as a bus/van driver or bus/van substitute driver, the cost of CDL license renewal fees.

- **H.** Unit member per diem rates shall be calculated by the following divisors for calculating per diem rates:
  - a. Certificated unit members shall have a divisor of 200
  - b. Non-certificated 10-month unit members shall have a divisor of 200
  - c. Non-certificated 12-month unit members shall have a divisor of 240.

#### ARTICLE XVII RIGHTS OF THE BOARD OF EDUCATION

**A.** In recognition of the fact that the laws of the state vest responsibility in the Board for the quality of education in and the efficient and economical operation of the school district, it is herein agreed that except as specifically and directly modified by express language in a specific provision of this contract, the Board retains all rights and powers that it has, or may hereafter be granted by law.

## B. CERTIFICATED UNIT MEMBER SUSPENSION

Any suspension of a certificated unit member pending charges shall be without pay.

#### ARTICLE XVIII SICK LEAVE REIMBURSEMENT

#### A. NON-CERTIFICATED UNIT MEMBERS

Upon retirement as defined per the requirements of the Public Employees Retirement System (hereinafter the "PERS"), the Board will pay retiring non-certificated unit members for unused sick leave as below indicated. Twelve (12) month unit members shall have 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) 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) 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) per day to a maximum of two hundred (200) days.

# B. <u>CERTIFICATED STAFF</u>

Upon retirement, as defined per the requirements of Teachers Pension and Annuity Fund (hereinafter the "TPAF"), unit members with ten (10) years or more of consecutive service in the District will receive fifty dollars (\$50) 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 certificated unit member receives reimbursement only if certificated unit member has declared intention to retire.
- 3. In order to be eligible for this sick leave reimbursement, the certificated unit member must notify the Board by January 31st of the year prior to the anticipated retirement. Sick leave reimbursement shall be paid on July 1st of the school year. Failure to provide this notification will result in a one (1) year delay in payment.

#### ARTICLE XIX CLASSROOM SUPPLIES

Effective July 1, 2019, the Board shall 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 XX CHAPERONING DUTIES

Chaperoning duties for school events that are scheduled beyond the contractual day for 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 unit members to chaperoning duties. Such assignments shall be as equitable as possible.

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

2022-2025
\$33

#### ARTICLE XXI STUDENT TUITION

Bargaining unit members who live outside of Springfield Township and wish to have their children attend Springfield Township School will pay seventy-five percent (75%) of the regular established tuition rate.

The Board reserves the right (based on enrollment patterns) to decide whether or not a child can be accepted into a particular grade.

#### ARTICLE XXII TUITION REIMBURSEMENT

Tuition reimbursement for staff shall be available as set forth herein. All reimbursement shall be made in June, proportionally if needed, as long as transcripts or grades have been submitted to the Board Office. If more credits have been taken than can be reimbursed under the maximum, reimbursement shall be proportional per credit.

To be eligible for tuition reimbursement (a) the institution shall be a duly authorized institution of higher education as defined in section 3 of P.L. 2010. C. 13 (C.18A:3-15.3);(b) The employee shall obtain approval from the Superintendent prior to enrollment in any course; and (c) the course or degree must be related to the employee's current or future job responsibilities in Springfield Township School District, as determined by the Superintendent. In addition the employee must obtain a grade of a "B" or better for reimbursement.

The cap each year of Ten Thousand (\$10.000) is to be divided equally among the certificated staff. The cap of Five Thousand (\$5000.00) is to be divided equally among support staff. Up to a maximum of nine credits per fiscal year per staff member. The maximum per credit reimbursement will not exceed the per credit rate at (i) The College of New Jersey for certificated staff or (ii) Burlington County College for support staff.

Certificated unit members who wish to be eligible for increased compensation as a result of additional graduate credits shall notify the Superintendent of their intention, in writing by January 31<sup>st</sup> of the preceding year.

Certificated unit members and support staff hired after January 1, 2012, who resign from the District within three (3) years of receiving tuition reimbursement in accordance with this provision, shall be required to repay the Board a prorated amount, equal to the proportionate tuition paid to said certificated unit member within the most recent three (3) years. This provision shall not apply to employees terminated or whose position was eliminated or hours reduced as part of a Reduction –in- force.

#### ARTICLE XXIII PROFESSIONAL DEVELOPMENT

The Board agrees to pay reasonable expenses incurred in connection with courses, workshops, seminars and in-service training sessions, which an employee is requested to take by the administration.

Part-time employees attending Professional Development days at the request of the Superintendent on days he/she is not assigned to work will be paid their per diem salary.

#### ARTICLE XXIV DURATION OF AGREEMENT

- **A**. This Agreement and all its provisions shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date above indicated.
- **B**. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

SPRINGFIELD TOWNSHIP BOARD OF EDUCATION SPRINGFIELD TOWNSHIP EDUCATION ASSOCIATION

President

President

Secretary

Secretary

# EXHIBIT A

# Salary Guide – Certificated Staff

YEAR 1 2022-23	Springfield T	Caachars		
Salary Guide	Springfield I	euchers		
Step	BA	BA+18	BA+27	MA
1 (6 mths)	51,872	53,972	55,022	56,072
1A	55,272	57,372	58,422	59,472
2	55,772	57,872	58,922	59,972
3	56,772	58,872	59,922	60,972
4	57,772	59,872	60,922	61,972
5	58,772	60,872	61,922	62,972
6	59,772	61,872	62,922	63,972
7-8	60,772	62,872	63,922	64,972
9	61,872	63,972	65,022	66,072
10	63,102	65,202	66,252	67,302
11	64,702	66,802	67,852	68,902
12	66,402	68,502	69,552	70,602
13	68,152	70,252	71,302	72,352
14	70,002	72,102	73,152	74,202
15	73,402	75,502	76,552	77,602
16	76,902	79,002	80,052	81,102
17	80,502	82,602	83,652	84,702
18	84,152	86,252	87,302	88,352
18A	87,902	90,002	91,052	92,102
19	92,402	94,502	95,552	96,602

Subject to the provisions of ARTICLE II, Section F

YEAR 2				
2023-24	Springfield I	Teachers		
Salary Guide				
Step	BA	BA+18	BA+27	MA
1 (6 mths)	53,002	55,102	56,152	57,202
1A	56,402	58,502	59,552	60,602
2	56,902	59,002	60,052	61,102
3	57,602	59,702	60,752	61,802
4	58,602	60,702	61,752	62,802
5	59,602	61,702	62,752	63,802
6	60,602	62,702	63,752	64,802
7	61,602	63,702	64,752	65,802
8-9	62,702	64,802	65,852	66,902
10	64,052	66,152	67,202	68,252
11	65,702	67,802	68,852	69,902
12	67,402	69,502	70,552	71,602
13	69,152	71,252	72,302	73,352
14	71,002	73,102	74,152	75,202
15	74,402	76,502	77,552	78,602
16	77,902	80,002	81,052	82,102
17	81,502	83,602	84,652	85,702
18	85,152	87,252	88,302	89,352
18A	88,902	91,002	92,052	93,102
19	93,402	95,502	96,552	97,602

Subject to the provisions of ARTICLE II, Section F

YEAR 3				
2024-25	Springfield 2	Teachers		
Salary Guide				
Step	BA	BA+18	BA+27	MA
1 (6 mths)	54,080	56,180	57,230	58,280
1A	57,480	59,580	60,630	61,680
2	57,980	60,080	61,130	62,180
3	58,680	60,780	61,830	62,880
4	59,380	61,480	62,530	63,580
5	60,380	62,480	63,530	64,580
6	61,380	63,480	64,530	65,580
7	62,380	64,480	65,530	66,580
8	63,480	65,580	66,630	67,680
9-10	64,980	67,080	68,130	69,180
11	66,680	68,780	69,830	70,880
12	68,380	70,480	71,530	72,580
13	70,180	72,280	73,330	74,380
14	72,030	74,130	75,180	76,230
15	75,430	77,530	78,580	79,630
16	78,930	81,030	82,080	83,130
17	82,530	84,630	85,680	86,730
18	86,180	88,280	89,330	90,380
18A	89,930	92,030	93,080	94,130
19	94,402	96,502	97,552	98,602

Subject to the provisions of ARTICLE II, Section F

# EXHIBIT B Salary Guide – Support Staff

YEAR 1 2022-23 Springfield St	unnort			
Salary Guide				
Step	Aides	Custodian	Van	Maint
1	23,242	34,972	40,444	38,730
2	23,414	35,241	40,444	39,618
3	23,572	35,488	40,444	40,506
4	23,744	35,757	40,444	41,415
5	24,419	36,789	40,444	42,385
6	25,105	37,863	40,444	43,335
7	25,765	38,917	40,444	44,347

40,155

40,444

45,359

26,572

#### YEAR 2

8

I LAN Z				
2023-24	Springfield Support			
Salary Guio	A A			
Step	Aides	Custodian	Van	Maint
1	23,621	35,351	40,823	39,109
2	23,793	35,620	40,823	39,997
3	23,951	35,867	40,823	40,885
4	24,123	36,136	40,823	41,794
5	24,798	37,168	40,823	42,764
6	25,484	38,242	40,823	43,714
7	26,144	39,296	40,823	44,726
8	26,951	40,534	40,823	45,738

YEAR 3 2024-25

Springfield Support

2024-25 Springfield Support				
Salary Guide				
Step	Aides	Custodian	Van	Maint
1	23,842	35,572	41,044	39,330
2	24,014	35,841	41,044	40,218
3	24,172	36,088	41,044	41,106
4	24,344	36,357	41,044	42,015
5	25,019	37,389	41,044	42,985
6	25,705	38,463	41,044	43,935
7	26,365	39,517	41,044	44,947
8	27,301	40,884	41,173	46,088

# **EXHIBIT C Co-Curricular Positions**

Position	2022-2025
Student Council Advisor	\$500
Winter Concert Director	\$300
Spring Concert Director	\$300
<b>Talent Show Director</b>	\$500
Art Show Coordinator	\$500
Drama Club Advisor	\$500
Yearbook Coordinator	\$500