

AN AGREEMENT
 BETWEEN THE
SPRINGFIELD TOWNSHIP TEACHERS ASSOCIATION
 AND THE
BOARD OF EDUCATION OF SPRINGFIELD TOWNSHIP *Board of Education*
 IN THE COUNTY OF (BURLINGTON,) NEW JERSEY

This agreement shall be effective as of September 1, 1981 and shall continue in effect until June 30, 1983, subject to the Association's right to negotiate concerning noneconomic language commencing in the fall of 1981 for the 1982-83 school year under the procedures defined in Article II. Fringe benefits are considered "economic" items.

We, the undersigned, do hereby agree to honor this Agreement for the term stated.

PRESIDENT OF BOARD OF EDUCATION *William J. Leonard*

PRESIDENT OF TEACHERS ASSOCIATION *Barbara A. ...*

DATED September 1, 1981

LIBRARY
 Institute of Management and
 Labor Relations

SEP 30 1981

RUTGERS UNIVERSITY

X - Sept 1, 1981 - June 30, 1983

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ARTICLE I
RECOGNITION

The Board of Education recognizes the Springfield Township Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for classroom teachers, specialists (excluding psychologists, social workers and Learning Disability T.C.-Administrative Assistant) librarians and nurse.

ARTICLE II
NEGOTIATION PROCEDURE

A. General

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

- (1) Representatives of the Board and the Associations 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 shall be reduced to writing, be signed by both parties and be adopted by the Board and the Association.

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. Negotiating Committees

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. The parties agree to bring no more than five (5) representatives to the negotiations table at any one session.

D. Continuation of Present Agreement

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by the Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

E. Limitation of Negotiating 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.

F. 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.

ARTICLE III

Teaching Hours

- A. Teachers total in school work days shall consist of six and 3/4 (6 3/4) hours inclusive of a forty-five minute duty-free lunch period.
- B. Teachers shall have a duty-free lunch of 45 minute duration.

- (1) When inclement weather, or some other unavoidable condition prohibits the practicality of duty-free lunch period the staff shall supervise students in their homerooms.

ARTICLE IV

Home and School Association Meetings

Teachers attendance at Home and School Association Meetings is required at Back to School Night and two (2) additional meetings per year.

ARTICLE V

Bus Duty

Teachers shall not be required to perform bus duty, however, in an emergency, bus duty will be assigned for child safety.

ARTICLE VI

Temporary Leaves

A. Sick Leave

Teachers shall be allowed ten (10) days sick-leave per year. As stated in New Jersey Law 18A:30-2 and 18A:30-3.

- (1) Each teacher shall receive yearly written notification of his or her total of sick-leave.

B. Personal Days

Each teacher shall be allowed two (2) Personal Days per year for the school years 1980-81 and 1981-82. These Personal Days shall not be accumulative.

- (1) Teachers shall be required to notify the Superintendent of Schools in writing at least one (1) week in advance of their selected Personal Day.
- (2) Personal Days at the beginning or ending of any extended school calendar vacation (Christmas, Thanksgiving, Easter, etc.,) and Parent-Teacher Conferences shall not be allowed.
- (3) One day can be carried over to accumulated sick leave if not utilized.

C. Professional Day

Each teacher shall have the prerogative of one (1) Professional Day a year.

A pool of ten (10) extra professional days will be made available for staff members who have already utilized their one (1) allotted professional day.

(1) Written notice of the date and location of the Professional Day shall be given to the Superintendent of Schools at least one (1) week in advance.

(2) To be considered a bonafied Professional Day any activity relating to the enlightenment of good education practice, in the judgement of the teacher involved, shall be acceptable.

(3) This privilege shall not be abused.

D. Restrictions

No more than one (1) staff member will be granted either a Personal Day or Professional Day on any given date. This requirement may be waived at the discretion of the Superintendent of Schools whose decision is final.

E. Maternity Leave

The Board agrees that it will comply with the applicable Federal and State Laws and regulations relating to maternity leave as interpreted and amended by the Courts and administrative agencies that have appropriate jurisdiction.

F. Emergency Leave

Each teacher shall be allowed one (1) emergency day for the 1980-81 and 1981-82 school years.

An emergency is defined as circumstances of an unforeseen nature that cannot be reasonably contemplated in advance. Such as: House emergency - flood or fire, Family emergency in immediate family (Mother, Father, Brothers, Sister, Spouse, Children).

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

Sabbatical Leave

Sabbatical Leave will be granted by the Board of Education for a period not exceeding one (1) year under the following conditions:

- a. The teacher must have completed seven (7) consecutive years in the district.
- b. The request for sabbatical leave is received by the Board of Education prior to the January Board Meeting of the current school year.
- c. The sabbatical leave must run concurrently with the school year - September to June.
- d. A suitable substitute can be found.
- e. The sabbatical leave time will not count for placement on the current salary guide.
- f. Sabbatical leave will be granted only for the purpose of attendance at a university or college that offers course work relating to elementary education.
- g. The teacher must notify the Board of Education by March 1 of the following year of their desire to return to the district.
- h. No more than one (1) sabbatical leave will be granted per year.

ARTICLE VIII

Medical Insurance

- A. The Board of Education will pay the premium of the New Jersey Blue Cross as required by the plan in force.
- B. The Board of Education will pay the premium for Major Medical Coverage as provided by the Dominion Life Assurance Company
- C. The Board of Education will pay the premium for a Prescription Drug Plan as follows:
 1. During the period September 1, 1980 to August 31, 1981 50% of the premium
 2. During the period September 1, 1981 to August 31, 1981 100% of the premium
- D. This insurance shall cover all teachers and their families according to individual notification
- E. Coverage for new employees to begin:
 1. Employees beginning employment in September will be enrolled as of September 1.

2. For employees beginning employment after September 1, coverage will be affective the first of the month following 60 calendar days of employment.

ARTICLE IX

Additional Compensation

- A. With the issuance of the fourth (4th) the eighth (8th) and twelfth (12th) consecutive Springfield Township Board of Education Contract, teachers shall be paid an additional \$300.00, with a maxium of \$900.00.
- B. The Board of Education agrees to provide additional compensation to teachers who have obtained graduate credits beyond a Bachelor's Degree in an accredited Master Degree Program in Education as per the included salary guide.
 1. The Board of Education shall pay the above additional compensation based upon the number of graduate credits and/or Masters Degree obtained in education by the first day of September.

ARTICLE X

Teacher Rights

- A. The Board agrees that it will not discriminate against any certified employee with respect to hours, wages or any term or condition of employment by reason of his membership in the Association.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher 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.

- D. Whenever any teacher is required to appear before the Superintendent of Schools, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior 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 and represent him during such meeting or interview. Any suspension of a teacher pending charges shall be without pay.
- E. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE XI

Association Rights and Privileges

- A. Whenever any representatives of the Association or any teacher is mutually scheduled by the parties of to participate during working hours in negotiations, grievance proceedings, conferences, or meetings he shall suffer no loss in apy.
- B. The Association and its representatives shall have the right to use the interschool mail facilities and school mail boxes with the approval of the Superintendent of Schools.
- C. Association meetings may be held once per month at 2:45 PM, providing advance notice be given to the Superintendent of Schools.
Additional meetings of the Association are to be called at 3:15 PM, unless an earlier starting time is granted by the Superintendent of Schools.
- D. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room.

ARTICLE XII

CREDIT UNION

The Board agrees to deduct from the employees' salaries money for the Burlington County Federated Teacher's Credit Union programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to the Credit Union. The employee may change the amount of deductions to be effective January 1 and/or July 1 by submitting written notice to the Secretary of the Board sixty (60) days (November 1 or May 1) in advance of the aforementioned dates. A new employee may elect to enroll at the time of initial employment.

ARTICLE XIII

Grievance Procedure

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person making the claim.
3. 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. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of teachers. 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 teacher having a grievance to discuss the matter informally with any appropriate

member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment 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 is practicable.
3. Level One An aggrieved person shall discuss a grievance with his superior within five (5) school days after the occurrence. A teacher with a grievance shall first discuss it with his 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 grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Association for review with a duplicate copy to the Superintendent of Schools 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 of Schools for resolution.

5. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his 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 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 Committee submit his grievance to the Board of Education. If the Association Committee determined that the grievance is meritorious, it 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 local teachers' organization are unable to agree, they may, at the request of either party and with concurrence of both parties, submit the matter to advisory arbitration within fifteen (15) school days after the request is made and concurred with.
- c. The advisory arbitrator will be selected from a panel submitted by the American Arbitration Association. The arbitration must be restricted to a decision based upon the facts submitted to him and be restricted from expanding the agreement, ie, "cannot add to or subtract from. . . ."
- d. The costs for the services of the arbitrator, including per diem expense, 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 member 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 judgement of the Association Committee, a grievance affects a group or class of teachers, 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-Teacher Council

An Administrative-Teacher 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, in-service training, and other related matters regarding the affective operation of the Springfield Township School District.

The Council shall consists of four (4) members; the Superintendent of Schools and another member selected by him 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

Salary Adjustments

- 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.

1981 - 82 ARTICLE XVI

SALARY GUIDE -

	BA	BA+ 9	BA+ 18	BA+ 27	MA
1	12354	12574	12795	13016	13236
2	12795	13015	13236	13457	13677
3	13236	13457	13677	13898	14118
4	13677	13898	14118	14339	14560
5	14118	14339	14560	14780	15001
6	14560	14780	15001	15221	15442
7	15001	15221	15442	15663	15883
8	15442	15663	15883	16104	16324
9	15883	16104	16324	16545	16766
10	16324	16545	16766	16986	17207
11	16766	16986	17207	17427	17648
12	17207	17427	17648	17869	18089
13	17648	17869	18089	18310	18530
14	18089	18310	18530	18751	18972

Note: An additional \$200.00 will be paid to those staff members that were on the 14th step of the salary guide for the 1980-81 school year.

Steps 11 @ 441

2 @ 442

Adopted August 18, 1981

1982 - 83 ARTICLE XVI

SALARY GUIDE -

	BA	BA+ 9	BA+ 18	BA+ 27	MA
1	13105	13348	13590	13833	14075
2	13590	13833	14075	14318	14560
3	14075	14318	14560	14803	15045
4	14560	14803	15045	15288	15530
5	15045	15288	15530	15773	16016
6	15530	15773	16016	16258	16501
7	16016	16258	16501	16743	16986
8	16501	16743	16986	17229	17471
9	16986	17229	17471	17714	17956
10	17471	17714	17956	18200	18443
11	17956	18200	18443	18685	18928
12	18443	18685	18928	19170	19413
13	18928	19170	19413	19656	19898
14	19413	19656	19898	20141	20383
15	19898	20141	20383	20626	20869

12 Steps @ 485

1 Step @ 486

1 Step @ 487

Adopted August 18, 1981