

A G R E E M E N T

Between

**THE BOARD OF EDUCATION
OF THE TOWNSHIP OF SPRINGFIELD
IN THE COUNTY OF UNION**

and

SPRINGFIELD EDUCATION ASSOCIATION

July 1, 2007 through June 30, 2010

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| PART I - GENERAL | 1 |
| ARTICLE 1 - RECOGNITION | 1 |
| ARTICLE 2 - REPRESENTATION FEE | 3 |
| ARTICLE 3 - PAYROLL DEDUCTIONS | 4 |
| ARTICLE 4 - SUCCESSOR AGREEMENT | 5 |
| ARTICLE 5 - ASSOCIATION RIGHTS AND PRIVILEGES | 6 |
| ARTICLE 6 - GRIEVANCE PROCEDURE..... | 7 |
| ARTICLE 7 - INSURANCE PROTECTION..... | 10 |
| ARTICLE 8 - PERSONNEL AND PERSONNEL RECORDS | 12 |
| ARTICLE 9 - EMPLOYEE RIGHTS | 13 |
| ARTICLE 10 - BOARD RIGHTS..... | 14 |
| ARTICLE 11 - LEAVES OF ABSENCE & SICKNESS..... | 15 |
| ARTICLE 12 - MISCELLANEOUS PROVISIONS | 21 |
| ARTICLE 13 - DURATION..... | 22 |
| PART II - SECRETARIES | 23 |
| ARTICLE 14 - WORKYEAR..... | 23 |
| ARTICLE 15 - DAILY WORK HOURS | 24 |
| ARTICLE 16 - OVERTIME..... | 24 |
| ARTICLE 17 - EMPLOYMENT PROCEDURES | 25 |
| ARTICLE 18 - CHANGE OF CLASSIFICATION OR POSITION | 26 |
| ARTICLE 19 - SENIORITY..... | 27 |
| ARTICLE 20 - EVALUATION PROCEDURE | 27 |

| | |
|---|-----------|
| ARTICLE 21 - SALARY GUIDES | 28 |
| SECRETARIAL SALARY GUIDES..... | 28 |
| PART III - TEACHERS..... | 32 |
| ARTICLE 22 - PROFESSIONAL RESPONSIBILITIES AND RIGHTS..... | 32 |
| ARTICLE 23 - NON-TEACHING DUTIES..... | 38 |
| ARTICLE 24 - PROFESSIONAL DEVELOPMENT | 39 |
| ARTICLE 25 - TEACHER EVALUATION | 43 |
| ARTICLE 26 - SABBATICAL LEAVE | 44 |
| ARTICLE 27 - PROMOTIONS, VACANCIES OR REDUCTIONS IN FORCE | 46 |
| ARTICLE 28 - TEACHER ASSIGNMENT AND TRANSFERS | 47 |
| ARTICLE 29 - PROFESSIONAL BUSINESS LEAVE | 48 |
| ARTICLE 30 - TEACHER-ADMINISTRATIVE-BOARD COMMITTEE | 48 |
| ARTICLE 31 - FAIR DISMISSAL PROCEDURE..... | 50 |
| ARTICLE 32 - SALARIES AND OTHER COMPENSATION | 51 |
| ARTICLE 33 - AFTER-SCHOOL ACTIVITIES..... | 52 |
| ARTICLE 34 - OVERNIGHT FIELD TRIPS | 53 |
| ARTICLE 35 - SUMMER SCHOOL..... | 54 |
| ARTICLE 36 - OTHER ACTIVITIES..... | 54 |
| ARTICLE 37 - MISCELLANEOUS BENEFITS..... | 55 |
| TEACHER SALARY GUIDES | 55 |
| SCHEDULE E..... | 55 |
| PART IV – CUSTODIANS & MAINTENANCE..... | 62 |
| ARTICLE 38 - CURRENT DAILY WORK SCHEDULE AND WORK WEEK | 62 |

| | |
|---|-----------|
| ARTICLE 39 - VACATIONS..... | 64 |
| ARTICLE 40 - HOLIDAYS | 65 |
| ARTICLE 41 - VOLUNTARY TRANSFER, REASSIGNMENT AND PROMOTION | 65 |
| ARTICLE 42 - TENURE OF OFFICE AND SENIORITY | 65 |
| ARTICLE 43 - UNIFORMS AND EQUIPMENT | 66 |
| ARTICLE 44 - CONTRACTS..... | 66 |
| ARTICLE 45 - CONFERENCES/WORKSHOPS/SUBCONTRACTING..... | 67 |
| ARTICLE 46 - COMPENSATION FOR UNUSED SICK DAYS..... | 67 |
| ARTICLE 47 - EXTRA COMPENSATION..... | 67 |
| ARTICLE 48 - PAINTING..... | 68 |
| CUSTODIANS & MAINTENANCE SALARY GUIDES | 69 |
| PART V – AIDES & BUS DRIVERS | 72 |
| ARTICLE 49 - WORK YEAR..... | 72 |
| ARTICLE 50 - WORK WEEK, WORK HOURS, AND WORK LOAD..... | 72 |
| ARTICLE 51 - EMPLOYMENT PROCEDURES | 72 |
| ARTICLE 52 - SENIORITY AND JOB SECURITY | 73 |
| ARTICLE 53 - SALARIES, OVERTIME, AND OTHER FORMS OF REMUNERATION | 74 |
| ARTICLE 54 - VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS | 74 |
| ARTICLE 55 - EMPLOYEE OBSERVATION/EVALUATION | 75 |
| ARTICLE 56 - JOB POSTING PROCEDURES..... | 75 |
| ARTICLE 57 - COMPENSATION FOR UNUSED SICK LEAVE | 76 |

ARTICLE 58 - PROFESSIONAL DEVELOPMENT 76
AIDES & BUS DRIVERS SALARY GUIDES..... 77

AGREEMENT

THIS AGREEMENT made this 12th day of December, 2007.

BY AND BETWEEN

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD
IN THE COUNTY OF UNION**
hereinafter referred to as the "Board"

AND

SPRINGFIELD EDUCATION ASSOCIATION
hereinafter referred to as the "Association"

The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement, which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless so stated.

The Board agrees not to discriminate against any employee because of his/her membership in the Association and its affiliates or because of his/her participation in collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement, or in the formulation or the enforcement of Board policies.

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The parties agree that during the negotiations resulting in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any term and condition of employment as to which the parties are obligated to collectively negotiate.

PART I - GENERAL

**ARTICLE 1
RECOGNITION**

A. In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board recognizes the Association for the purpose of professional negotiations as the exclusive representative for the following who are under contract with the Board:

1. All certificated teaching personnel dealing directly with children.
2. All certificated personnel in the Division of Special Services.
3. Guidance Counselors.
4. Librarians/Media Specialists.
5. Office personnel.
6. Custodians.
7. Maintenance personnel.
8. All Instructional Aides.
9. All Non-Instructional Aides.
10. Bus Drivers.

Only persons represented by the Association shall have the contract rights hereinafter defined, and it is further understood that the following personnel are specifically excluded from this recognition:

1. Superintendent.
2. Board Secretary/Business Administrator.
3. Director of Special Services.
4. Assistant Superintendent for Curriculum and Instruction.
5. Principals.
6. Assistant Principals.
7. Supervisors.
8. Secretary to the Superintendent.
9. Secretary to the Board Secretary.
10. Summer maintenance employees.
11. Director of Human Resources.
12. Secretary to Director of Human Resources.
13. Secretary to Assistant Superintendent for Curriculum and Instruction.
14. Director of Transportation.
15. Director of Technology.
16. Technology Technicians.

The within recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution.

B. Unless otherwise indicated, the term "employee" when used in Part I of this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined above. The provisions of Part II shall control for Secretaries and Office Personnel, the provisions of Part III shall control for certificated personnel, the provisions of Part IV shall control for Maintenance personnel and the provisions of Part V shall control for Aides and Bus Drivers. In the event of a conflict between the provisions of Part I of this Agreement and any other Part, the provisions of the individual Part(s) shall prevail over Part I.

ARTICLE 2
REPRESENTATION FEE

A. REPRESENTATION FEE

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association. This fee shall be the maximum allowed by law.

B. PROCEDURE

1. Notification

- a. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the representation fee to be paid by non-members.
- b. Prior to November of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph c. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
- c. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.
- d. The deductions will begin with the first paycheck paid:
 - (1) 10 days after receipt of the aforesaid list by the Board; or
 - (2) 30 days after the employee begins his/her employment in a bargaining unit position.

2. Termination

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the representation fee to which it is entitled under this Article, the Board

will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. **Mechanics of Deducting and Transmission of Fees**

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

C. **INDEMNIFICATION AND SAVE HARMLESS PROVISION**

1. **Liability**

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and
- b. if the Association so requests in writing, the Board will cooperate with the Association in the defense of the claim.

2. **Exception**

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

**ARTICLE 3
PAYROLL DEDUCTIONS**

A. **PAYROLL DEDUCTIONS**

1. The Board agrees to make available in the district and to provide the bookkeeping necessary for both a tax shelter annuity program (as described in Section 403 (b) of the Internal Revenue Code) and a U.S. Savings Bond purchase program.
2. The Board shall remit a check at the end of each pay period to the tax shelter annuity company as designated by an employee or to the bank for U.S. Savings Bond purchases.

3. The Board's only responsibility in this matter is to honor the written request of the individual employees to participate in the plans and remit the money as outlined above.
4. The Board and the Association agree that the tax shelter annuity companies that are now available in the district shall continue and that companies shall not be added or deleted without mutual agreement. The parties also agree that there shall be one bank designated by the Association for the purchase of savings bonds.

B. SUMMER PAYMENT PLAN

Each ten (10) month employee may individually elect, during the first week of the work year or the beginning of employment, to have ten percent (10%) of his/her semimonthly salary deducted from his/her paycheck. These funds shall be paid to the employee, at his/her option, in the final pay in June or according to a schedule of payments throughout the summer as requested by the employee and approved by the Board or to his/her estate upon the death of the employee or on termination of employment.

- C. The Board shall provide for the direct deposit of any employee's paycheck into a bank account of the employee's choice with appropriate authorization from the employee.

**ARTICLE 4
SUCCESSOR AGREEMENT**

A. MEETINGS

The Board and the Association agree to commence collective negotiations in accordance with Public Employment Relations Commission rules and regulations. Both parties agree to meet at reasonable times and to negotiate in good faith.

B REPRESENTATIVES

The Board and the Association agree that their respective representatives shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.

C. MODIFICATION

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 5
ASSOCIATION RIGHTS AND PRIVILEGES**

A. MEETINGS

Whenever a representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay.

B. USE OF SCHOOL BUILDING

Representatives of the Association shall be permitted to transact official Association business and/or conduct meetings on school property, provided, however, that the approval of the building principal is obtained in advance as to time and place, provided that no such transactions, official business and/or meetings shall be permitted to interfere with or interrupt normal school operations or teaching responsibilities.

The Association shall have the privilege of using school facilities and equipment including computers, typewriters, word processors, duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use. This privilege shall be subject to the prior approval of the principal of the school in which the facilities and/or equipment is to be used. The Association shall provide all materials and supplies incident to such use. No piece of equipment as referred to above is to be removed from any school building. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.

C. NOTICES AND COMMUNICATIONS

The Association shall have the privilege of posting appropriate notice of its meetings, social affairs or Association business. Copies of all materials to be posted shall be furnished to the building principal in advance of posting. The Association shall have the right to distribute, through the use of the employees' mail boxes, material dealing with the proper and legitimate business of the Association.

D. ASSOCIATION RESPONSIBILITIES

1. The Association shall be responsible for acquainting its members with all provisions of this Agreement and shall make best efforts for adherence to the provisions of this Agreement by its members during the life of this Agreement.

2. At the beginning of each year, the Association shall furnish to the Superintendent a listing of its officers, and updates regarding any changes that occur during the school year.

E. ACCESS TO INFORMATION

In response to a reasonable request, the Association shall be granted access to the following information: class size, number of employee specialists, public budget information, annual financial audits, listing of professional staff, agendas and minutes of all public Board meetings, group employee health insurance premiums and experience figures, and the names and addresses of all employees. The use of such information is limited to assisting the Association for collective negotiations and grievance purposes only.

**ARTICLE 6
GRIEVANCE PROCEDURE**

A. DEFINITION

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application or alleged violation of this Agreement, or Board policies or administrative decisions affecting the terms and conditions of employment of an employee or group of employees.
2. Non-tenured employees shall not be permitted to grieve their non-re-employment.
3. "Workdays" are defined as days on which the grievant is scheduled to work.

B. PURPOSE

The purpose of this procedure is to provide the means by which grievances can be appealed and resolved at the earliest level. Proceedings will be kept as informal and confidential as possible.

C. PROCEDURE

1. A grievance to be considered under this procedure must be submitted, in writing, to the immediate supervisor by the employee or the Association within twenty (20) work days of its known occurrence. Failure to do so shall be deemed to constitute an abandonment of the grievance. The written grievance shall include the nature of the grievance and the remedy sought.

2. Within five (5) work days after receipt of the written grievance, the immediate supervisor shall give the employee the opportunity to discuss the grievance either directly or through the Association's designated representative with the objective of resolving the matter informally. Within five (5) workdays after that discussion, the immediate supervisor shall issue a written memorandum to the grievant setting forth his/her determination.
3. If a satisfactory settlement is not reached at the informal level herein above set forth, or if no decision has been rendered within five (5) work days after presentation of the grievance, the employee or the Association may present the grievance in writing within five (5) work days after the determination made in Paragraph C.2 above, to the Superintendent of Schools. The written grievance shall set forth:
 - a. The nature of the grievance and the remedy requested, including any specific provision(s) of the Agreement alleged to have been violated.
 - b. The nature and extent of injury or loss.
 - c. The basis of dissatisfaction with the prior determination.
 - d. The date(s) of the alleged occurrence; and
 - e. The relief sought.
4. The Superintendent's written decision shall be rendered to the employee and the Association within ten (10) workdays after receipt of the written grievance by the Superintendent.
5. If the grievance is not satisfactorily disposed of by the Superintendent, or if no decision has been rendered within the time limit set forth, then the grievance may be referred by the individual or the Association to the Board within ten (10) work days of the completion of the proceedings described in C.4 above, or twenty (20) work days after the grievance was delivered to the Superintendent, whichever comes first. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the dissatisfaction with those decisions previously rendered. The Board, through its designee, shall, in writing, within thirty (30) days, advise the Association and the employee of its determination and shall forward a copy thereof to both the Superintendent and the immediate supervisor of the aggrieved employee.
6. The stipulated times referred to in C.1 through C.5 above shall be considered as outer limits to be strictly followed, except where extenuating circumstances occur, in which case the time limits specified may be extended upon the mutual consent of the parties.

7. **Arbitration**

- a. In the event the disposition made in the preceding step is deemed unsatisfactory or if no decision has been rendered within the time limit set forth above and in the event the grievance involves an alleged violation of this Agreement, the Association may request the Public Employment Relations Commission to process the grievance in accordance with its rules and regulations for the selection of an arbitrator. Such request must be made within fifteen (15) calendar days of the Board's decision or forty-five (45) working days after the grievance was delivered to the Board, whichever comes first.
- b. Grievances which concern the interpretation, application or alleged violation of Board policies and administrative decisions or of statutes and regulations are not arbitrable.
- c. The arbitrator shall submit his/her determination on the issue submitted to him/her and shall rule on nothing else. His/her determination, binding in nature, shall be limited strictly to the application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement. The arbitrator may not alter, add to or omit from the provisions of this Agreement.
- d. The arbitrator's decision shall be in writing and shall be submitted within thirty (30) calendar days of the close of the hearing.
- e. Each party will assume the total cost incurred by itself. The fees and expenses of the arbitrator are the only cost which shall be shared equally.

D. RIGHT TO REPRESENTATION

Any aggrieved employee may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by representative(s) selected or approved by the Association. Whenever an Association representative is going to be present at a grievance hearing, the person hearing the grievance will be notified at least one (1) day in advance. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board shall have the right to designate or retain a representative to participate at any stage of the grievance procedure.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may process such a grievance through all levels of the grievance procedure even though the employee does not wish to do so.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the employees.

3. Continuation of Assignments

Any and all employee grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Failure to follow the timelines set forth herein shall constitute an abandonment of the grievance by the grievant.

5. Meetings and Hearings

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 7
INSURANCE PROTECTION**

A. HEALTH

1. All employees represented by the Association prior to January 1, 2004, and employed for thirty (30) hours per week or more will be provided health insurance coverage that is the same or better than the coverage now in existence. During the term of this Agreement the Board shall offer the Blue Cross Blue Shield Traditional, Point of Service and Preferred Provider Organization Plans. Effective July 1, 2007, all employees enrolled in the Traditional Plan will contribute \$700.00 annually toward the cost of the premium for their coverage through payroll deduction, all employees enrolled in the PPO Plan will contribute \$200.00 annually toward the cost of the premium for their coverage through payroll deduction, and all employees enrolled in the POS Plan will contribute

\$150.00 annually toward the cost of the premium for their coverage through payroll deduction. Contributions may be made on a pre-tax basis using a qualified Chapter 125 Plan offered by the Board consistent with IRS regulations.

2. All employees hired by the Board on or after January 1, 2004 and employed for thirty (30) hours per week or more shall be provided with health insurance coverage with benefits no greater than The Blue Cross Blue Shield Preferred Provider Organization Plan with unlimited chiropractic, physical and cognitive rehabilitation benefits, and subject to the same contribution toward the cost of the premium as set forth in Section A(1). Upon any such employee obtaining tenure, such employee may elect to select any health insurance coverage then offered by the Board.
3. All employees hired by the Board on or after January 1, 2008 and employed for thirty (30) hours per week or more shall be provided with health insurance coverage with benefits no greater than The Blue Cross Blue Shield Preferred Provider Organization, and subject to the same contribution toward the cost of the premium as set forth in Section A(1) above.
4. Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving medical insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving coverage will receive for the year to which the waiver applies \$4,000, which shall be payable at the rate of \$1,000 per quarter. During any year in which an employee has waived family medical insurance coverage, the employee shall be able to terminate the waiver and re-enroll in the family health insurance coverage if the employee experiences a change in his/her need for the family coverage, including but not limited to divorce, death of a spouse, or loss of spouse's health insurance. Employees hired during the year who elect not to take the family coverage, and husband and wife employees terminating his/her employment prior to July 1 and employees terminating his/her waivers prior to July 1 shall receive the above waiver payment prorated on a quarterly basis. If it is required by IRS Regulations to implement the provisions of this paragraph, the Board shall adopt a 125 Plan.
5. Employees enrolled in the Traditional Plan on the effective date of this Agreement shall be eligible for a one-time incentive payment to move from the Traditional Plan to the PPO or POS Plans. The incentive payment shall be equal to 50% of the difference in the cost of the 2008-09 premiums between the Traditional Plan coverage and the employee's new coverage. The incentive shall be paid quarterly in equal installments. Employees accepting the one-time incentive will not be permitted to re-

enroll in the Traditional Plan. There shall be two open enrollment periods during the 2007-08 school year, during which employees may choose to remain in the Traditional Plan or move to the PPO or POS Plans. If employees move during these open enrollment periods, they shall receive the incentive payment in September of 2008 based upon the rates of coverage then in effect at that time. Any employee electing to change coverage pursuant to this section shall have his or her contributions toward the cost of the premiums as set forth in section A(1) above pro-rated.

B. DENTAL

The Board shall make available dental care coverage for each employee employed for thirty (30) hours per week or more and, in cases where appropriate, for family plan coverage. With respect to this coverage, in the event that the carriers are changed the benefit level shall be equal to or greater than that provided prior to such change.

The Association and Board will mutually investigate prospective carriers to ensure that the coverage is equal to or greater than that provided. In the event that more than one carrier is identified, the Board reserves the right to select the carrier.

C. PRESCRIPTION

During the life of this Agreement, employees employed for thirty (30) hours per week or more will not have to pay for such prescription coverage. The Board shall provide prescription coverage for employees only. The Board does, however, reserve the right to select or change the insurance carrier with it being understood and agreed that the benefit protection there under shall be equal to or greater than that provided prior to any such change. In no event shall the Board's contribution be greater than \$184,154 for the life of this Agreement. Increases in premium cost above the \$184,154 set forth above will be paid for by either modifying the co-payments or through any other mutually agreeable plan. During the term of this Agreement, the co-pay for prescriptions shall be \$15 for generic drugs and \$35 for brand name drugs.

**ARTICLE 8
PERSONNEL AND PERSONNEL RECORDS**

A. FILE

An employee shall have the right, upon written request, to review the contents of his/her personnel file during normal office hours. The employee may make copies at his/her expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. Personnel references, academic credentials, pre-employment data

and other similar documents shall not be available for the employee's inspection. The Board agrees to protect the confidentiality of an employee's personnel file subject to the law.

B. DEROGATORY MATERIAL

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Refusal to sign the acknowledgement will not preclude the placement of any such materials into the personnel folder. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy. The provisions of this section do not apply to the material excluded from review in Section A. above.

C. TERMINATION OF EMPLOYMENT

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance.

D. The Board shall not establish a separate personnel file which is not available for the employee's inspection.

**ARTICLE 9
EMPLOYEE RIGHTS**

A. With the exception of the non-renewal of a non-tenured employee, no employee shall be discharged, disciplined, reprimanded or reduced in compensation without just cause. Any such action asserted by the Board, or an agent or representative thereof, with the exception of the non-renewal of a non-tenured employee, shall be subject to the grievance procedure herein set forth.

B. Whenever any employee 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 employee in his/her position, employment or the salary or any increments pertaining thereto, then the employee 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 and represent him/her during such meeting or interview.

- C. Nothing herein shall be construed to deny or restrict to any employee, such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to the employee there under shall be deemed to be in addition to those provided elsewhere.
- D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, so long as such conduct does not interrupt school operations or otherwise interfere with classroom instruction.
- E. Whenever members of the bargaining unit are scheduled by the parties hereto, to participate during working hours, in conferences, meetings or negotiations regarding the Collective Bargaining Agreement, they will suffer no loss of pay.

ARTICLE 10 BOARD RIGHTS

Except as otherwise provided in this Agreement and under provisions of applicable laws of the State of New Jersey, the Association recognizes that the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement subject to the Laws of the State of New Jersey and applicable regulations there under to:

- a. Direct the employees of the school district;
- b. Hire, promote, transfer, assign and retain all employees in positions in the school district, and for just cause, to suspend, demote, discharge or take other disciplinary action against all employees;
- c. Subcontract work, establish new positions, abolish or change existing positions, or relieve employees from duty because of budgetary reasons, lack of work or for other legitimate reasons;
- d. Maintain the efficiency of the school district operations entrusted to it;
- e. Determine the methods, means and personnel by which such operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the school district in situations of emergency;
- g. To determine the school calendar and hours of operation;
- h. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and/or advisable by the Board; and,
- i. To control the means and methods of instruction, the selection of textbooks and other teaching materials, aids and equipment.

It is further understood that under the rulings of the Courts of New Jersey and the State Commissioner of Education that the Board is forbidden from waiving any rights or powers granted to it by law.

**ARTICLE 11
LEAVES OF ABSENCE & SICKNESS**

All reference to "days" shall mean working days.

A day's salary for employees shall be defined at 1/200 of the annual salary for ten (10) month employees, 1/210 of the annual salary of ten and one-half (10-1/2) month employees, and 1/260 of the annual salary for twelve (12) month employees, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved.

The provisions of each section of this policy operate independently of all other sections.

A. PERSONAL ILLNESS

The following sick leave with full pay shall be granted to employees covered by this Agreement during any school year:

1. (a) For employees covered by Part II of this Agreement with up to 3 uninterrupted years of service, ten (10) sick days per year. Employees covered by Part II of this Agreement with more than 3 uninterrupted years of service shall receive twenty (20) sick days per year.

(b) For employees covered by Part III of this Agreement, twenty (20) sick days per year for tenured and non-tenured.

(c) For employees covered by Part IV of this Agreement with up to 3 uninterrupted years of service, twelve (12) sick days per year. Employees covered by Part IV of this Agreement with more than 3 uninterrupted years of service shall receive twenty (20) sick days per year.

(d) For employees covered by Part V of this Agreement, ten (10) sick days per year.
2. Employees covered by Parts II and IV of this Agreement shall accumulate up to twelve (12) unused sick days per year with no maximum limit. Employees covered by Part III of this Agreement shall accumulate up to fifteen (15) unused sick days each year with no maximum limit. Employees covered by Part V of this Agreement shall accumulate up to ten (10) unused sick days per year with no maximum limit.
3. Absences for sick leave purposes shall be charged first to the annual allowance of any employee until it is fully utilized and, thereafter, to the accumulated balance.

4. Absences on sick leave in excess of that provided under 1 and 2 may be allowed, subject to Board approval and deduction of salary paid a substitute filling the position, up to 20 days' time for each completed year of service by the employee for those persons who are suffering from an extended illness and are under the continuous care and treatment of an attending physician as follows:
 - (a) For employees covered by Part II of this Agreement, 12 months in any current 10 year period.
 - (b) For employees covered by Part III or Part IV of this Agreement, 10 months in any current 10 year period.
 - (c) The above does not apply to employees covered by Part V of this Agreement.
5. Absences for illness in excess of 5 consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness, the Board or Superintendent will require the employee to submit a certificate of illness from the attending physician or submit to an examination or examinations by the school physician.
6. Upon written request from an employee, a written accounting of that employee's accumulated sick leave will be provided.

B. ILLNESS IN THE FAMILY

Family Illness Days will be provided to employees covered by this Agreement as follows:

1. For employees covered by Part II of this Agreement, absence due to a serious illness of any relative living in the employee's immediate household or a mother or father, or children, sibling, or in-laws, full pay for not more than five (5) days in each school year shall be paid the employee. Such employees shall report such absence by following the established district absentee policy.
2. For employees covered by Part III of this Agreement, absence due to a serious illness of anyone, not in the employ of the employee, living in the employee's immediate household or a mother, father, sibling or child, full pay for not more than five (5) days in each school year shall be paid the employee. Days needed for this purpose will be deducted from the accumulated sick leave allowance which is in excess of that which is stipulated as mandatory by New Jersey State Law. Such absences shall be approved by the Superintendent. If there is no such accumulation of sick leave, such pay shall be subject to deduction of salary paid a substitute.

3. For employees covered by Part IV of this Agreement, absences due to serious illness of any relative living in the employee's immediate household or a sibling, mother, father and child, full pay for not more than five (5) days in each school year shall be paid the employee. Such absences shall be approved by the building principal.
4. For employees covered by Part V of this Agreement, absences due to serious illness of any relative living in the employee's immediate household or a sibling, mother, father and child, full pay for not more than three (3) days in each school year shall be paid the employee. Such absences shall be approved by the building principal.

C. DEATH

Absences because of death shall be provided to employees covered by this Agreement as follows:

1. For employees covered by Part II of this Agreement, absences because of death in the employee's immediate household or the employee's spouse, children, parents, grandparents, brothers and sisters, including father-in-law and mother-in-law, son-in-law and daughter-in-law, shall be allowed with full pay for a period not exceeding five days in each such case.
2. For employees covered by Part III of this Agreement, absences because of death in the employee's immediate household or the employee's spouse, children, parents, grandparents, grandchildren, brothers and sisters, including father-in-law and mother-in-law, shall be allowed with full pay for a period not exceeding five days in each such case.
3. For employees covered by Part IV of this Agreement, absences because of death in the employee's immediate household or immediate family, including fathers-in-law and mothers-in-law, shall be allowed with full pay for a period not exceeding five days in each such case. (Not deductible from sick leave).
4. For employees covered by Part V of this Agreement, up to five (5) days shall be granted in the event of the death of immediate family members (spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law) and any other member of the immediate household.
5. Absence due to death of any other family member will be permitted with full pay for the day of the funeral.

D. PERSONAL BUSINESS

Absence for personal business shall be granted to employees covered by this Agreement as follows:

1. An employee covered by Part II of this Agreement will be granted, if needed, two personal business days, which shall be with full pay, to accomplish legitimate business requirements that cannot be attended to on other than the normal workday. The principal or immediate supervisor shall be notified three days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes, the reason shall be submitted. All unused personal days can be accumulated as sick days.
2. For employees covered by Part III of this Agreement:
 - (a) Two days' leave of absence with pay may be granted for school business, if application is made in writing and approved by the principal and the Superintendent. Application for more extended leave for school purposes shall be made in writing and shall require Board approval.
 - (b) An employee will be granted, if needed, two (2) personal business days per year, which shall be with full pay, to accomplish legitimate business requirements that cannot be attended to on other than the normal workday. His/her principal, or immediate supervisor, shall be notified three (3) days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes the reason shall be submitted. Unused personal days will be accumulated as additional sick days; however, in no event shall more than fifteen (15) days be accumulated in any school year.
3. For employees covered by Part IV of this Agreement, absence for personal business shall be allowed by permission of the building principal, and shall be with full pay for two (2) days during the school year. The request shall be made a minimum of three (3) days in advance unless an unforeseen emergency arises. The building principal shall submit a written report to the Superintendent giving information on permissions granted. Unused personal business days shall be added to accumulated sick leave days.
4. Each employee covered by Part V of this Agreement is entitled to one (1) day personal leave day per year. Application must be made to use it to their immediate supervisor no less than three (3) days in advance and it

must be used to accomplish something that could not occur outside their normal workday.

5. For employees covered by Part II or Part III of this Agreement, a personal business day shall not be granted for a day preceding or the day following holidays or vacations and the first and last day of the school year, except by special approval from the Superintendent.

E. FAMILY & MEDICAL LEAVE

Family leave will be granted, without pay, to eligible employees covered by this Agreement in accordance with the federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"), and the applicable regulations issued pursuant to these statutes, and in accordance with the following:

1. An employee shall notify the Superintendent of a serious health condition requiring medical leave as soon as it is medically confirmed.
2. A request for medical leave shall include a Medical Certification from the treating physician confirming the serious health condition.
3. A Medical Certification from the treating physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the employee is permitted to return from medical leave.
4. An employee on medical leave under the FMLA/NJFLA shall continue to receive health benefits under the same terms and conditions as other employees of the district. If, however, the employee fails to return to employment following the expiration of FMLA/NJFLA leave, the employee may be responsible for reimbursing the district for the cost of health benefits as provided by law.
5. Sick leave must be used concurrent with any period of leave under the FMLA, when such leave is needed for the employee's own serious health condition, except if an employee's own serious health condition extends for ten (10) work days or less, then sick leave shall not run concurrent with FMLA leave. If the employee is subsequently absent for reasons related to the same serious health condition, such that the employee's total absence related to the same serious health conditions exceeds ten (10) working days, then sick leave shall be run concurrent with FMLA leave back to the first day of absence for the serious health condition.
6. Under normal conditions, pregnancy shall be deemed to be a temporary disability during the four (4) weeks immediately preceding the expected birth of the child and the four (4) weeks following the termination of the

pregnancy. If the employee is eligible for FMLA leave, it will run concurrently with any such period of maternity related disability, and sick leave must also be used during any such leave. If the employee is eligible for NJFLA, it will run concurrently with any FMLA leave as permitted by law.

7. An employee adopting a child shall be eligible to receive leave under the FMLA to care for the child. Any employee planning adoption should notify the Superintendent upon submitting legal application for adoption. Said leave shall commence upon the employee receiving de facto custody of the child or earlier, if necessary to fulfill the requirements for adoption.
8. At the time an employee applies for leave hereunder, he or she shall also submit the date on which he or she expects to return to employment. A tenured employee's return date to employment hereunder may be extended for one year following the expiration of any leave entitlement under the FMLA/NJFLA and as much longer as may be required to terminate on the next succeeding July 1, except that a non-tenured employee's leave may not extend beyond June 30 of the year in which the leave was granted. Any such leave of absence shall be without pay. Employees requesting and receiving an extended unpaid leave of absence hereunder will be required to pay for the entire cost of continuing their medical, prescription and dental benefits during any period of unpaid leave.
9. Employees will not accrue seniority during any period of unpaid leave provided under the FMLA or NJFLA, or during any period of extended unpaid leave provided hereunder.

F. JUDICIAL PROCEEDINGS

Absences from work to attend judicial proceedings shall be permitted as follows:

1. For employees covered by Part II of this Agreement, absence from work, by reason of a subpoena by any court shall be allowed with full pay, providing a copy of the subpoena is shown to the Superintendent. If an employee is a party to a suit and is required to appear in court, absence from school shall be with pay less deductions for substitutes. Employees shall be subject to salary deduction equivalent to Jury Duty pay while on paid Jury Duty leave.
2. For employees covered by Part III of this Agreement, absences from school by reason of subpoena by any court shall be allowed with full pay, provided a copy of the subpoena is shown to the Superintendent. If an employee is a party to a suit and is required to appear in court, absence from school shall be with pay less deductions for substitutes.

3. For employees covered by Part IV of this Agreement:
 - (a) Absences from school by reason of subpoena by any court shall be allowed with full pay, providing the subpoena is filed with the Superintendent. If any employee is a party to a suit, absence from school shall be with pay less deductions for substitutes. (Not deductible from sick leave).
 - (b) All personnel called to serve on jury duty shall receive full pay during period of jury duty less the amount of compensation paid to them for jury duty.
4. Employees covered by Part V of this Agreement who are called to jury duty shall first attempt to have such service postponed until school is not in session. If the request is not granted the employee shall receive full pay subject to a salary deduction equivalent to Jury Duty pay for all time served on jury duty.

G. QUARANTINE IN CONTAGIOUS DISEASE

When such quarantine is not because of personal illness, an employee shall be allowed full pay, providing the certificate is filed with the Superintendent. When the quarantine is because of personal illness, Section A shall apply.

I. OPTIONAL LEAVE

On the recommendation of the Superintendent, absence in excess of that referred to in Sections A through I may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board.

**ARTICLE 12
MISCELLANEOUS PROVISIONS**

A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be printed at the joint expense of the Board and the Association within sixty (60) days after the Agreement is signed. This Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

**ARTICLE 13
DURATION**

This Agreement shall be effective July 1, 2007 and shall continue in full force and effect until June 30, 2010 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written.

SPRINGFIELD EDUCATION ASSOCIATION

By: Candice Schiano

Witness: Debra A. Lopriano

SPRINGFIELD TOWNSHIP BOARD OF EDUCATION

By: Anthony A. Delia

Witness: [Signature]

PART II - SECRETARIES

ARTICLE 14 WORKYEAR

A. HOLIDAYS

All secretaries and office personnel are governed by the school calendar including all holidays and vacations therein as well as: snow days, work day preceding or following Fourth of July, Fourth of July, Labor Day and a floating holiday that may be used by a secretary any time during the year by giving the Superintendent five (5) days advance notice. The Superintendent must approve/disapprove the request within two (2) days of submission.

Administration may require secretaries to work on snow days, but only when teachers, custodians and administration are similarly required to work.

B. VACATION SCHEDULE

Twelve month secretaries and 12 month office personnel hired after July 1, 1980 shall have the following vacations:

| | |
|-----------------------------|------------------|
| After one year of service | 2 weeks vacation |
| After five years of service | 3 weeks vacation |
| After ten years of service | 4 weeks vacation |

C. DETAILS

1. Any 12 month secretary or 12 month office personnel hired September 1 or after shall have one vacation day for each month of service during the school year.
2. Seniority rights prevail in vacation preference in each department or school office. Time exchanges are permissible through mutual agreement with the immediate supervisor.
3. The 12 month secretaries or 12 month office personnel may schedule his/her vacations throughout the school year, subject to the approval of his/her immediate supervisor.
4. The work year for all 12 month employees shall commence on July 1 and shall conclude on June 30.
5. The work year for all 10.5 month employees shall commence 7 calendar days prior to September 1, and shall conclude at the end of the 7th calendar day following June 30.

6. Employees may carryover no more than ten (10) days of unused vacation from one year to another in accordance with established District practice.

**ARTICLE 15
DAILY WORK HOURS**

A. September 1 - June 30

1. The work day shall consist of 8 hours including 60 minutes uninterrupted lunch hour unless by mutual consent of immediate supervisor and employee. A half workday shall consist of 3 ½ hours (except during summer.)
2. Daily work hours are 8 a.m. to 4 p.m. Exceptions for time of departure are one-half hour earlier the day before Thanksgiving, Winter recess, and Spring vacation, unless the school calendar calls for one-half day.

B. July 1 - August 31

Daily work hours are:

Monday – Thursday -

8 am. to 3 p.m. The work day shall consist of 7 hours including 60 minutes uninterrupted lunch hour. (Unless a later or earlier starting time is mutually agreed upon.)

Friday -

8 a.m. to 12 noon (Unless a later or earlier starting time is mutually agreed upon.)

C. COFFEE BREAKS

One uninterrupted period of 10 minutes in the a.m.

- D. At no time will a secretary be expected to perform duties which, by law, require certificated personnel.

**ARTICLE 16
OVERTIME**

Overtime: Defined as any time authorized by a supervisor spent at regular duties consistent with this Agreement, either before or after regular daily work hours, or any day other than provided in the work year.

A. COMPENSATION

1. All overtime after 35 hours per week exclusive of lunch hours will be paid at the hourly rate. If the employee and his/her immediate supervisor mutually agree, such overtime may be allowed as equal compensatory time.
2. Any time worked over 40 hours per week will be paid at one and one-half times the hourly rate.
3. All work performed on weekends or contractual holidays will be paid for at one and one-half times the hourly rate.
4. Work performed during vacations shall be paid at one and one-half times the hourly rate.

B. CALCULATION

The hourly rate shall be determined by dividing the annual salary by 1820, such number being arrived at on the basis of 35 hours per week for 52 weeks.

**ARTICLE 17
EMPLOYMENT PROCEDURES**

A. PLACEMENT ON SALARY SCHEDULE

Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. RESIGNATION

1. An employee who is resigning from his/her position shall give 2 weeks' advance notice.
2. Earned vacation shall be pro-rated and paid according to the provisions of Article XIV (Work Year).

C. TERMINATION

1. A terminated employee shall receive two weeks' notice or two weeks' pay in lieu of notice.
2. The terminated employee shall have the privilege of making an appeal to the Superintendent.

3. Earned vacation shall be pro-rated and paid according to the provisions of Article XIV (Work Year).

D. NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of his/her contract and salary status for the ensuing year within two weeks following signing of the contract and in the case of a multiple year contract, no later than May 15, unless the District's Budget is defeated, in which case the notification date shall be no later than May 30.

E. COMPENSATION FOR UNUSED SICK DAYS

1. Unless contrary to law, a secretary who retires pursuant to N.J.P.E.R.S. shall be paid for accumulated unused sick days at the rate of:

| | <u>PER DAY</u> | <u>MAXIMUM</u> |
|---------|----------------|----------------|
| 2007-08 | \$75.78 | \$8,336.00 |
| 2008-09 | \$78.05 | \$8,586.00 |
| 2009-10 | \$80.39 | \$8,844.00 |

2. If an employee dies prior to retirement, his/her estate shall receive the above payment.

F. WORKSHOPS, CONFERENCES

A secretary may apply to the Superintendent for permission to attend workshops, conferences or courses which relate to work assignment and which may or may not be scheduled during work time. If the Superintendent approves of the application, an employee shall be reimbursed for the costs incurred. The Superintendent's decision is not grievable.

**ARTICLE 18
CHANGE OF CLASSIFICATION OR POSITION**

- A. Should a secretarial vacancy arise, all secretaries shall be notified by posting and be given equal opportunity to apply for the position.
- B. When an employee changes classification the employee will not lose any years of service.
- C. Selection of the secretary to fill a vacancy will be at the sole discretion of the Board.

**ARTICLE 19
SENIORITY**

- A. Seniority is defined as the continuous length of service by an employee in a secretarial position in this school district.
- B. In the event of a reduction in force, non-tenured employees shall be the first employees reduced.

In the event it becomes necessary to reduce tenured employees, the least senior tenured employee shall be the first reduced, provided that at the time of the exercise of seniority, the remaining employees have the skill, ability and experience or training to perform the work which is required.

- C. Employees reduced shall be notified of any vacancy which occurs within twelve (12) months after such reduction. Notice shall be by letter, addressed to the employee's last known address. The employee shall notify the Board within fourteen (14) days if he/she desires to return to the job from which he/she was reduced or to an equivalent job. The employee shall maintain his/her seniority and shall be placed on the salary guide at the level corresponding to his/her seniority.
- D. Seniority and employees' rights under this Agreement shall terminate for the following reasons: a) if the employee quits; b) if the employee is terminated and not ordered reinstated; c) if the employee fails to respond to a Notice of Job Vacancy as provided in the preceding paragraph; or d) after twelve (12) months from the date of reduction.

**ARTICLE 20
EVALUATION PROCEDURE**

At the annual evaluation of each employee the following procedures shall be used:

- A. An employee shall receive a draft copy of his/her evaluation report.
- B. A conference to discuss the evaluation report shall be held between the employee and his/her evaluator. There shall be, at least, two (2) working days between the receipt of the draft copy of the report and the conference.
- C. Within five (5) working days after the conference, the employee shall receive his/her finalized evaluation report.
- D. Within five (5) working days after receipt of the final report, the employee shall sign the report. The signature shall only indicate receipt of a copy of the report and not agreement with the contents thereof.

- E. Within ten (10) working days of signing the report, the employee may submit a response to the report. The response shall be submitted to the Superintendent and shall be attached to the file copy of the report.

**ARTICLE 21
SALARY GUIDES**

Eligibility for longevity increases occur when secretaries attain maximum step:

| | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> |
|--------------------------|----------------|----------------|----------------|
| Longevity after 10 years | \$ 947 | \$ 975 | \$1,004 |
| Longevity after 15 years | \$1,892 | \$1,949 | \$2,007 |
| Longevity after 19 years | \$3,788 | \$3,902 | \$4,019 |

**SPRINGFIELD SECRETARIAL (Columns A-G)
SALARY GUIDE 2007 - 2008**

| Step | A | | B | | C | | D | | E | | F | | G | |
|------|-----------------------------------|---------------------------------|--|--|------------------------------|-------------------|------------------------------|--------------------------------|------------------------------|--------------------------------|------------------------------|--------------------------------|------------------------------|-------------------------------|
| | 10.5 month Principal Secretary | 12 month Principal Secretary | 10.5 month Principal Secretary BK, Data, Bus. Secr. | 12 month Principal Secretary BK, Data, Bus. Secr. | 10.5 month Off. Sup., CST | 12 month Clerk | 10.5 month Off. Sup., CST | 12 month Asst. Super. Secr. | 10.5 month Off. Sup., CST | 12 month Asst. Super. Secr. | 10.5 month Off. Sup., CST | 12 month Asst. Super. Secr. | 10.5 month Off. Sup., CST | 12 month General Secretary |
| 1 | \$ 25,566 | \$ 28,063 | \$ 32,615 | \$ 32,615 | \$ 24,595 | \$ 24,595 | \$ 27,331 | \$ 30,905 | \$ 27,331 | \$ 30,905 | \$ 27,331 | \$ 30,905 | \$ 27,213 | |
| 2 | \$ 26,085 | \$ 28,633 | \$ 33,216 | \$ 33,216 | \$ 25,113 | \$ 25,113 | \$ 27,898 | \$ 31,533 | \$ 27,898 | \$ 31,533 | \$ 27,898 | \$ 31,533 | \$ 27,794 | |
| 3 | \$ 26,630 | \$ 29,232 | \$ 33,846 | \$ 33,846 | \$ 25,656 | \$ 25,656 | \$ 28,485 | \$ 32,188 | \$ 28,485 | \$ 32,188 | \$ 28,485 | \$ 32,188 | \$ 28,396 | |
| 4 | \$ 27,198 | \$ 29,855 | \$ 34,509 | \$ 34,509 | \$ 26,221 | \$ 26,221 | \$ 29,096 | \$ 32,874 | \$ 29,096 | \$ 32,874 | \$ 29,096 | \$ 32,874 | \$ 29,025 | |
| 5 | \$ 27,835 | \$ 30,555 | \$ 35,305 | \$ 35,305 | \$ 26,816 | \$ 26,816 | \$ 29,779 | \$ 33,633 | \$ 29,779 | \$ 33,633 | \$ 29,779 | \$ 33,633 | \$ 29,704 | |
| 6 | \$ 28,490 | \$ 31,274 | \$ 36,119 | \$ 36,119 | \$ 27,422 | \$ 27,422 | \$ 30,481 | \$ 34,407 | \$ 30,481 | \$ 34,407 | \$ 30,481 | \$ 34,407 | \$ 30,403 | |
| 7 | \$ 29,166 | \$ 32,016 | \$ 36,966 | \$ 36,966 | \$ 28,054 | \$ 28,054 | \$ 31,204 | \$ 35,215 | \$ 31,204 | \$ 35,215 | \$ 31,204 | \$ 35,215 | \$ 31,122 | |
| 8 | \$ 29,865 | \$ 32,783 | \$ 37,838 | \$ 37,838 | \$ 28,706 | \$ 28,706 | \$ 31,951 | \$ 36,049 | \$ 31,951 | \$ 36,049 | \$ 31,951 | \$ 36,049 | \$ 31,867 | |
| Q | \$ 29,903 | \$ 32,824 | \$ 38,306 | \$ 38,306 | \$ 28,815 | \$ 28,815 | \$ 31,972 | \$ 36,450 | \$ 31,972 | \$ 36,450 | \$ 31,972 | \$ 36,450 | \$ 31,880 | |
| P | \$ 30,632 | \$ 33,624 | \$ 38,532 | \$ 38,532 | \$ 28,748 | \$ 28,748 | \$ 32,754 | \$ 36,621 | \$ 32,754 | \$ 36,621 | \$ 32,754 | \$ 36,621 | \$ 32,659 | |
| O | \$ 31,247 | \$ 34,300 | \$ 39,479 | \$ 39,479 | \$ 29,716 | \$ 29,716 | \$ 33,417 | \$ 37,523 | \$ 33,417 | \$ 37,523 | \$ 33,417 | \$ 37,523 | \$ 33,315 | |
| N | \$ 31,870 | \$ 34,983 | \$ 40,280 | \$ 40,280 | \$ 30,130 | \$ 30,130 | \$ 34,079 | \$ 38,289 | \$ 34,079 | \$ 38,289 | \$ 34,079 | \$ 38,289 | \$ 33,978 | |
| M | \$ 32,656 | \$ 35,846 | \$ 41,078 | \$ 41,078 | \$ 30,659 | \$ 30,659 | \$ 34,702 | \$ 39,053 | \$ 34,702 | \$ 39,053 | \$ 34,702 | \$ 39,053 | \$ 34,817 | |
| L | \$ 33,702 | \$ 36,995 | \$ 41,839 | \$ 41,839 | \$ 31,428 | \$ 31,428 | \$ 35,575 | \$ 39,772 | \$ 35,575 | \$ 39,772 | \$ 35,575 | \$ 39,772 | \$ 35,933 | |
| K | \$ 34,773 | \$ 38,170 | \$ 42,938 | \$ 42,938 | \$ 32,447 | \$ 32,447 | \$ 36,496 | \$ 40,785 | \$ 36,496 | \$ 40,785 | \$ 36,496 | \$ 40,785 | \$ 37,076 | |
| J | \$ 35,745 | \$ 39,238 | \$ 44,071 | \$ 44,071 | \$ 33,482 | \$ 33,482 | \$ 37,283 | \$ 41,850 | \$ 37,283 | \$ 41,850 | \$ 37,283 | \$ 41,850 | \$ 38,110 | |
| I | \$ 36,807 | \$ 40,402 | \$ 45,086 | \$ 45,086 | \$ 34,432 | \$ 34,432 | \$ 38,159 | \$ 42,756 | \$ 38,159 | \$ 42,756 | \$ 38,159 | \$ 42,756 | \$ 39,244 | |
| H | \$ 38,161 | \$ 41,889 | \$ 46,198 | \$ 46,198 | \$ 35,465 | \$ 35,465 | \$ 39,314 | \$ 43,769 | \$ 39,314 | \$ 43,769 | \$ 39,314 | \$ 43,769 | \$ 40,686 | |
| G | \$ 39,686 | \$ 43,563 | \$ 47,640 | \$ 47,640 | \$ 36,778 | \$ 36,778 | \$ 40,644 | \$ 45,107 | \$ 40,644 | \$ 45,107 | \$ 40,644 | \$ 45,107 | \$ 42,313 | |
| F | \$ 40,633 | \$ 44,603 | \$ 49,315 | \$ 49,315 | \$ 38,259 | \$ 38,259 | \$ 41,385 | \$ 46,644 | \$ 41,385 | \$ 46,644 | \$ 41,385 | \$ 46,644 | \$ 43,322 | |
| E | \$ 41,547 | \$ 45,606 | \$ 50,259 | \$ 50,259 | \$ 39,180 | \$ 39,180 | \$ 42,095 | \$ 47,498 | \$ 42,095 | \$ 47,498 | \$ 42,095 | \$ 47,498 | \$ 44,297 | |
| D | \$ 43,411 | \$ 47,652 | \$ 51,163 | \$ 51,163 | \$ 40,069 | \$ 40,069 | \$ 43,098 | \$ 48,319 | \$ 43,098 | \$ 48,319 | \$ 43,098 | \$ 48,319 | \$ 46,289 | |
| C | \$ 45,238 | \$ 49,657 | \$ 53,130 | \$ 53,130 | \$ 41,894 | \$ 41,894 | \$ 44,052 | \$ 49,481 | \$ 44,052 | \$ 49,481 | \$ 44,052 | \$ 49,481 | \$ 48,231 | |
| B | \$ 47,673 | \$ 52,330 | \$ 55,025 | \$ 55,025 | \$ 43,659 | \$ 43,659 | \$ 45,637 | \$ 50,584 | \$ 45,637 | \$ 50,584 | \$ 45,637 | \$ 50,584 | \$ 50,829 | |
| A | \$ - | \$ - | \$ 57,679 | \$ 57,679 | \$ 46,018 | \$ 46,018 | \$ - | \$ 52,414 | \$ - | \$ 52,414 | \$ - | \$ 52,414 | \$ - | |

**SPRINGFIELD SECRETARIAL (Columns A-G)
SALARY GUIDE 2008 – 2009**

| Step | A | | B | | C | | D | | E | | F | | G | |
|------|-----------------------------------|---------------------------------|--|---------------------------------|------------------------------|-------------------|------------------------------|--------------------------------|------------------------------|--------------------------------|------------------------------|--------------------------------|------------------------------|-------------------------------|
| | 10.5 month Principal Secretary | 12 month Principal Secretary | 10.5 month Principal Secretary BK, Data, Bus. Secr. | 12 month Principal Secretary | 10.5 month Off. Sup., CST | 12 month Clerk | 10.5 month Off. Sup., CST | 12 month Asst. Super. Secr. | 10.5 month Off. Sup., CST | 12 month Asst. Super. Secr. | 10.5 month Off. Sup., CST | 12 month Asst. Super. Secr. | 10.5 month Off. Sup., CST | 12 month General Secretary |
| 1 | \$ 26,566 | \$ 29,063 | \$ 33,615 | \$ 35,595 | \$ 28,331 | \$ 25,595 | \$ 28,331 | \$ 31,905 | \$ 28,331 | \$ 31,905 | \$ 29,063 | \$ 31,905 | \$ 29,063 | |
| 2 | \$ 27,085 | \$ 29,633 | \$ 34,216 | \$ 26,113 | \$ 28,898 | \$ 26,113 | \$ 28,898 | \$ 32,533 | \$ 28,898 | \$ 32,533 | \$ 29,633 | \$ 32,533 | \$ 29,633 | |
| 3 | \$ 27,630 | \$ 30,232 | \$ 34,846 | \$ 26,656 | \$ 29,485 | \$ 26,656 | \$ 29,485 | \$ 33,188 | \$ 29,485 | \$ 33,188 | \$ 30,232 | \$ 33,188 | \$ 30,232 | |
| 4 | \$ 28,198 | \$ 30,855 | \$ 35,509 | \$ 27,221 | \$ 30,096 | \$ 27,221 | \$ 30,096 | \$ 33,874 | \$ 30,096 | \$ 33,874 | \$ 30,855 | \$ 33,874 | \$ 30,855 | |
| 5 | \$ 28,835 | \$ 31,555 | \$ 36,305 | \$ 27,816 | \$ 30,779 | \$ 27,816 | \$ 30,779 | \$ 34,633 | \$ 30,779 | \$ 34,633 | \$ 31,555 | \$ 34,633 | \$ 31,555 | |
| 6 | \$ 29,490 | \$ 32,274 | \$ 37,119 | \$ 28,422 | \$ 31,481 | \$ 28,422 | \$ 31,481 | \$ 35,407 | \$ 31,481 | \$ 35,407 | \$ 32,274 | \$ 35,407 | \$ 32,274 | |
| 7 | \$ 30,166 | \$ 33,016 | \$ 37,966 | \$ 29,054 | \$ 32,204 | \$ 29,054 | \$ 32,204 | \$ 36,215 | \$ 32,204 | \$ 36,215 | \$ 33,016 | \$ 36,215 | \$ 33,016 | |
| 8 | \$ 30,865 | \$ 33,783 | \$ 38,838 | \$ 29,706 | \$ 32,951 | \$ 29,706 | \$ 32,951 | \$ 37,049 | \$ 32,951 | \$ 37,049 | \$ 33,783 | \$ 37,049 | \$ 33,783 | |
| R | \$ 31,066 | \$ 34,101 | \$ 39,359 | \$ 29,860 | \$ 33,236 | \$ 29,860 | \$ 33,236 | \$ 37,498 | \$ 33,236 | \$ 37,498 | \$ 34,101 | \$ 37,498 | \$ 34,101 | |
| Q | \$ 31,105 | \$ 34,143 | \$ 39,846 | \$ 29,974 | \$ 33,258 | \$ 29,974 | \$ 33,258 | \$ 37,916 | \$ 33,258 | \$ 37,916 | \$ 34,143 | \$ 37,916 | \$ 34,143 | |
| P | \$ 31,863 | \$ 34,976 | \$ 40,081 | \$ 29,904 | \$ 34,071 | \$ 29,904 | \$ 34,071 | \$ 38,063 | \$ 34,071 | \$ 38,063 | \$ 34,976 | \$ 38,063 | \$ 34,976 | |
| O | \$ 32,503 | \$ 35,679 | \$ 41,066 | \$ 30,910 | \$ 34,761 | \$ 30,910 | \$ 34,761 | \$ 39,031 | \$ 34,761 | \$ 39,031 | \$ 35,679 | \$ 39,031 | \$ 35,679 | |
| N | \$ 33,151 | \$ 36,389 | \$ 41,899 | \$ 31,341 | \$ 35,449 | \$ 31,341 | \$ 35,449 | \$ 39,828 | \$ 35,449 | \$ 39,828 | \$ 36,389 | \$ 39,828 | \$ 36,389 | |
| M | \$ 33,968 | \$ 37,287 | \$ 42,730 | \$ 31,892 | \$ 36,097 | \$ 31,892 | \$ 36,097 | \$ 40,623 | \$ 36,097 | \$ 40,623 | \$ 37,287 | \$ 40,623 | \$ 37,287 | |
| L | \$ 35,057 | \$ 38,482 | \$ 43,521 | \$ 32,691 | \$ 37,005 | \$ 32,691 | \$ 37,005 | \$ 41,371 | \$ 37,005 | \$ 41,371 | \$ 38,482 | \$ 41,371 | \$ 38,482 | |
| K | \$ 36,171 | \$ 39,704 | \$ 44,664 | \$ 33,751 | \$ 37,963 | \$ 33,751 | \$ 37,963 | \$ 42,425 | \$ 37,963 | \$ 42,425 | \$ 39,704 | \$ 42,425 | \$ 39,704 | |
| J | \$ 37,182 | \$ 40,815 | \$ 45,842 | \$ 34,828 | \$ 38,782 | \$ 34,828 | \$ 38,782 | \$ 43,532 | \$ 38,782 | \$ 43,532 | \$ 40,815 | \$ 43,532 | \$ 40,815 | |
| I | \$ 38,286 | \$ 42,026 | \$ 46,898 | \$ 35,816 | \$ 39,693 | \$ 35,816 | \$ 39,693 | \$ 44,475 | \$ 39,693 | \$ 44,475 | \$ 42,026 | \$ 44,475 | \$ 42,026 | |
| H | \$ 39,695 | \$ 43,573 | \$ 48,055 | \$ 36,891 | \$ 40,895 | \$ 36,891 | \$ 40,895 | \$ 45,529 | \$ 40,895 | \$ 45,529 | \$ 43,573 | \$ 45,529 | \$ 43,573 | |
| G | \$ 41,282 | \$ 45,315 | \$ 49,555 | \$ 38,257 | \$ 42,278 | \$ 38,257 | \$ 42,278 | \$ 46,920 | \$ 42,278 | \$ 46,920 | \$ 45,315 | \$ 46,920 | \$ 45,315 | |
| F | \$ 42,267 | \$ 46,396 | \$ 51,298 | \$ 39,797 | \$ 43,049 | \$ 39,797 | \$ 43,049 | \$ 48,519 | \$ 43,049 | \$ 48,519 | \$ 46,396 | \$ 48,519 | \$ 46,396 | |
| E | \$ 43,217 | \$ 47,439 | \$ 52,280 | \$ 40,755 | \$ 43,788 | \$ 40,755 | \$ 43,788 | \$ 49,047 | \$ 43,788 | \$ 49,047 | \$ 47,439 | \$ 49,047 | \$ 47,439 | |
| D | \$ 45,156 | \$ 49,568 | \$ 53,220 | \$ 41,679 | \$ 44,830 | \$ 41,679 | \$ 44,830 | \$ 50,262 | \$ 44,830 | \$ 50,262 | \$ 49,568 | \$ 50,262 | \$ 49,568 | |
| C | \$ 47,056 | \$ 51,653 | \$ 55,266 | \$ 43,578 | \$ 45,823 | \$ 43,578 | \$ 45,823 | \$ 51,470 | \$ 45,823 | \$ 51,470 | \$ 51,653 | \$ 51,470 | \$ 51,653 | |
| B | \$ 49,589 | \$ 54,434 | \$ 57,237 | \$ 45,414 | \$ 47,471 | \$ 45,414 | \$ 47,471 | \$ 52,617 | \$ 47,471 | \$ 52,617 | \$ 54,434 | \$ 52,617 | \$ 54,434 | |
| A | \$ - | \$ - | \$ 59,998 | \$ 47,868 | \$ - | \$ 47,868 | \$ - | \$ 54,522 | \$ - | \$ 54,522 | \$ - | \$ 54,522 | \$ - | |

**SPRINGFIELD SECRETARIAL (Columns A-G)
SALARY GUIDE 2009 – 2010**

| Step | A | | B | | C | | D | | E | | F | | G | |
|------|-----------------------------------|---------------------------------|-----------------------------------|---------------------------------|-------------------------------|-----------------------------|---------------------|-------------------|------------------------------|----------------------------|---------------------------------|-------------------------------|---------------------------------|-------------------------------|
| | 10.5 month Principal Secretary | 12 month Principal Secretary | 10.5 month Principal Secretary | 12 month Principal Secretary | 10.5 month Data, Bus. Sec. | 12 month Data, Bus. Sec. | 10.5 month Clerk | 12 month Clerk | 10.5 month Off. Sup., CST | 12 month Off. Sup., CST | 10.5 month Asst. Super. Sec. | 12 month Asst. Super. Sec. | 10.5 month General Secretary | 12 month General Secretary |
| 1 | \$ 27,566 | \$ 30,063 | \$ 30,063 | \$ 34,615 | \$ 34,615 | \$ 26,595 | \$ 29,331 | \$ 29,331 | \$ 32,905 | \$ 32,905 | \$ 30,063 | \$ 30,063 | | |
| 2 | \$ 28,085 | \$ 30,633 | \$ 30,633 | \$ 35,216 | \$ 35,216 | \$ 27,113 | \$ 29,898 | \$ 29,898 | \$ 33,533 | \$ 33,533 | \$ 30,633 | \$ 30,633 | | |
| 3 | \$ 28,630 | \$ 31,232 | \$ 31,232 | \$ 35,846 | \$ 35,846 | \$ 27,656 | \$ 30,485 | \$ 30,485 | \$ 34,188 | \$ 34,188 | \$ 31,232 | \$ 31,232 | | |
| 4 | \$ 29,198 | \$ 31,855 | \$ 31,855 | \$ 36,509 | \$ 36,509 | \$ 28,221 | \$ 31,096 | \$ 31,096 | \$ 34,874 | \$ 34,874 | \$ 31,855 | \$ 31,855 | | |
| 5 | \$ 29,835 | \$ 32,555 | \$ 32,555 | \$ 37,305 | \$ 37,305 | \$ 28,816 | \$ 31,779 | \$ 31,779 | \$ 35,633 | \$ 35,633 | \$ 32,555 | \$ 32,555 | | |
| 6 | \$ 30,490 | \$ 33,274 | \$ 33,274 | \$ 38,119 | \$ 38,119 | \$ 29,422 | \$ 32,481 | \$ 32,481 | \$ 36,407 | \$ 36,407 | \$ 33,274 | \$ 33,274 | | |
| 7 | \$ 31,166 | \$ 34,016 | \$ 34,016 | \$ 38,966 | \$ 38,966 | \$ 30,054 | \$ 33,204 | \$ 33,204 | \$ 37,215 | \$ 37,215 | \$ 34,016 | \$ 34,016 | | |
| 8 | \$ 31,865 | \$ 34,783 | \$ 34,783 | \$ 39,838 | \$ 39,838 | \$ 30,706 | \$ 33,951 | \$ 33,951 | \$ 38,049 | \$ 38,049 | \$ 34,783 | \$ 34,783 | | |
| S | \$ 32,121 | \$ 35,158 | \$ 35,158 | \$ 40,419 | \$ 40,419 | \$ 30,915 | \$ 34,292 | \$ 34,292 | \$ 38,557 | \$ 38,557 | \$ 35,158 | \$ 35,158 | | |
| R | \$ 32,330 | \$ 35,488 | \$ 35,488 | \$ 40,961 | \$ 40,961 | \$ 31,075 | \$ 34,588 | \$ 34,588 | \$ 39,024 | \$ 39,024 | \$ 35,488 | \$ 35,488 | | |
| Q | \$ 32,371 | \$ 35,533 | \$ 35,533 | \$ 41,468 | \$ 41,468 | \$ 31,193 | \$ 34,611 | \$ 34,611 | \$ 39,459 | \$ 39,459 | \$ 35,533 | \$ 35,533 | | |
| P | \$ 33,160 | \$ 36,400 | \$ 36,400 | \$ 41,712 | \$ 41,712 | \$ 31,121 | \$ 35,458 | \$ 35,458 | \$ 39,644 | \$ 39,644 | \$ 36,400 | \$ 36,400 | | |
| O | \$ 33,826 | \$ 37,131 | \$ 37,131 | \$ 42,738 | \$ 42,738 | \$ 32,168 | \$ 36,176 | \$ 36,176 | \$ 40,620 | \$ 40,620 | \$ 37,131 | \$ 37,131 | | |
| N | \$ 34,500 | \$ 37,870 | \$ 37,870 | \$ 43,604 | \$ 43,604 | \$ 32,617 | \$ 36,892 | \$ 36,892 | \$ 41,449 | \$ 41,449 | \$ 37,870 | \$ 37,870 | | |
| M | \$ 35,351 | \$ 38,805 | \$ 38,805 | \$ 44,469 | \$ 44,469 | \$ 33,190 | \$ 37,566 | \$ 37,566 | \$ 42,277 | \$ 42,277 | \$ 38,805 | \$ 38,805 | | |
| L | \$ 36,484 | \$ 40,048 | \$ 40,048 | \$ 45,292 | \$ 45,292 | \$ 34,021 | \$ 38,511 | \$ 38,511 | \$ 43,055 | \$ 43,055 | \$ 40,048 | \$ 40,048 | | |
| K | \$ 37,643 | \$ 41,320 | \$ 41,320 | \$ 46,482 | \$ 46,482 | \$ 35,125 | \$ 39,508 | \$ 39,508 | \$ 44,152 | \$ 44,152 | \$ 41,320 | \$ 41,320 | | |
| J | \$ 38,696 | \$ 42,476 | \$ 42,476 | \$ 47,708 | \$ 47,708 | \$ 36,246 | \$ 40,361 | \$ 40,361 | \$ 45,304 | \$ 45,304 | \$ 42,476 | \$ 42,476 | | |
| I | \$ 39,844 | \$ 43,737 | \$ 43,737 | \$ 48,807 | \$ 48,807 | \$ 37,274 | \$ 41,308 | \$ 41,308 | \$ 46,285 | \$ 46,285 | \$ 43,737 | \$ 43,737 | | |
| H | \$ 41,311 | \$ 45,346 | \$ 45,346 | \$ 50,011 | \$ 50,011 | \$ 38,392 | \$ 42,559 | \$ 42,559 | \$ 47,382 | \$ 47,382 | \$ 45,346 | \$ 45,346 | | |
| G | \$ 42,962 | \$ 47,159 | \$ 47,159 | \$ 51,572 | \$ 51,572 | \$ 39,814 | \$ 43,998 | \$ 43,998 | \$ 48,830 | \$ 48,830 | \$ 47,159 | \$ 47,159 | | |
| F | \$ 43,987 | \$ 48,284 | \$ 48,284 | \$ 53,385 | \$ 53,385 | \$ 41,417 | \$ 44,801 | \$ 44,801 | \$ 50,494 | \$ 50,494 | \$ 48,284 | \$ 48,284 | | |
| E | \$ 44,976 | \$ 49,370 | \$ 49,370 | \$ 54,408 | \$ 54,408 | \$ 42,414 | \$ 45,570 | \$ 45,570 | \$ 51,418 | \$ 51,418 | \$ 49,370 | \$ 49,370 | | |
| D | \$ 46,994 | \$ 51,585 | \$ 51,585 | \$ 55,386 | \$ 55,386 | \$ 43,376 | \$ 46,655 | \$ 46,655 | \$ 52,307 | \$ 52,307 | \$ 51,585 | \$ 51,585 | | |
| C | \$ 48,971 | \$ 53,756 | \$ 53,756 | \$ 57,515 | \$ 57,515 | \$ 45,352 | \$ 47,688 | \$ 47,688 | \$ 53,565 | \$ 53,565 | \$ 53,756 | \$ 53,756 | | |
| B | \$ 51,607 | \$ 56,649 | \$ 56,649 | \$ 59,566 | \$ 59,566 | \$ 47,263 | \$ 49,403 | \$ 49,403 | \$ 54,759 | \$ 54,759 | \$ 56,649 | \$ 56,649 | | |
| A | \$ - | \$ - | \$ - | \$ 62,440 | \$ 62,440 | \$ 49,816 | \$ - | \$ - | \$ 56,741 | \$ 56,741 | \$ - | \$ - | | |

PART III - TEACHERS

**ARTICLE 22
PROFESSIONAL RESPONSIBILITIES AND RIGHTS**

A. TIME AND FUNCTION

1. Elementary School Workday

- a. The workday shall be seven hours and five minutes in length. Teachers shall check in at least fifteen (15) minutes before school begins and remain at least thirty (30) minutes following the dismissal of classes before checking out. The school day begins when the bell rings and students enter the building, except as otherwise provided.
- b. Lunch period in the elementary school shall be sixty (60) minutes duty free, except as provided under Non-Teaching Duties.
- c. Upon ratification of this Agreement, and going forward, Elementary School teachers shall be provided five (5) planning periods per week, which shall be scheduled one (1) planning period per day, whenever possible, of which one (1) such period shall be a team planning period. If a teacher does not receive five (5) planning periods per week, the teacher shall be compensated for the lost period(s) at the class coverage rate then in effect.
- d. Any teacher who is assigned playground supervision pursuant to Section B, Article XXIII of Part III of this Agreement, shall be required to check in at least twenty (20) minutes before school begins on such day and remain at least twenty (20) minutes following the dismissal of classes before checking out on such day; provided that such teacher shall be required to remain at least thirty (30) minutes following the dismissal of classes before checking out if there are conferences, workshops, professional development or staff meetings on any such day.

2. Middle School Workday

- a. Teachers shall check in at least five (5) minutes before school begins and remain at least fifteen (15) minutes following the dismissal of classes before checking out. Teachers assigned to the Middle School will not be required to work more than a seven hour and 5 minute in-school workday, except as otherwise provided herein (example: meeting dates).

- b. The Middle School schedule will contain a homeroom period and nine (9) equal length periods per day as set forth below. The Middle School schedule will contain the following periods each week:

On September 1, 2007:

- Twenty-eight (28) Instructional/Duty periods.
- Ten (10) teacher preparation periods (two (2) per day).
- Five (5) duty free lunch periods (one (1) per day).
- Two (2) Team Meeting Periods.

Teachers may be assigned by the Board to a 29th instructional/duty period in addition to the normal schedule described above. Teachers so assigned shall be compensated an additional one twenty-eight (1/28th) of his/her annual salary for each additional instructional/duty period.

Commencing in February of 2008:

- Twenty-seven (27) Instructional/Duty periods and one additional duty period.
- Five (5) teacher preparation periods (one (1) per day).
- Five (5) duty free lunch periods (one (1) per day).
- Two (2) Team Meeting Periods.
- Five (5) teacher/pupil assistance communication periods (TPAC) (one (1) per day).

Teachers assigned by the Board to an instructional period beyond 27 shall be compensated an additional one twenty-fifth (1/25th) of his/her annual salary for each such additional period up to a maximum of three twenty-fifths (3/25ths) of his/her annual salary.

Commencing in September of 2009:

- Twenty-six (26) Instructional/Duty periods and two additional duty periods.
- Five (5) teacher preparation periods (one (1) per day).
- Five (5) duty free lunch periods (one (1) per day).
- Two (2) Team Meeting Periods.
- Five (5) teacher/pupil assistance communication periods (TPAC) (one (1) per day).

Teachers assigned by the Board to an instructional period beyond 26 shall be compensated an additional one twenty-fifth (1/25th) of

his/her annual salary for each such additional period up to a maximum of four twenty-fifths ($4/25$ ths) of his/her annual salary.

- c. The Middle School teachers shall have a duty-free lunch period, which, whenever possible, shall be scheduled during the same time that lunch is scheduled for the students in the Middle School.
- d. The Board may institute an early or late period. Teachers assigned thereto shall not be required to work more than a seven (7) hour and 5 minute in-school workday. Such early or late periods shall primarily be utilized for art, gifted and talented courses, music, media center and physical education and in isolated subject areas where due to scheduling constraints, students would otherwise not be able to take a full complement of electives. The Administration shall make every effort to avoid scheduling teachers for early or late periods on meeting days (Wednesdays, Section C.). If a teacher is normally scheduled to leave but has to wait for a meeting, the teacher shall be given compensatory time off on another day equal to the time that the teacher waited for the meeting to start.
- e. During the TPAC period, teachers will:
 - (1) Communicate with students and parents.
 - (2) Meet with department chairs and/or counselors.
 - (3) Meet with principal and/or vice-principal.
 - (4) Participate in parent conferences.
 - (5) Perform curriculum work.
 - (6) Participate in subject resource center and/or individual student support.
 - (7) Perform any other professional duties, responsibilities or activities, with prior approval of the Administration, which shall not be unreasonably denied.
- f. (1) Teachers who are assigned during their TPAC period to perform services in a subject area resource center or individual pupil support shall be compensated as follows in any school year, which shall be added to the teachers' base salaries for pension purposes in accordance with the Teachers Pension and Annuity Fund (TPAF) Rules and Regulations.

| | <u>Period Rate</u> | <u>Annual Maximum</u> |
|---------|--------------------|-----------------------|
| 2007-08 | \$25.75 | \$2,575.00 |
| 2008-09 | \$26.52 | \$2,652.00 |
| 2009-10 | \$27.32 | \$2,732.00 |

(2) Teachers who are assigned to subject area resource centers shall be compensated as follows for five (5) periods per week throughout the school year. A teacher assigned to less than five (5) periods per week shall receive the appropriate pro-rata portion.

| | |
|---------|------------|
| 2007-08 | \$2,575.00 |
| 2008-09 | \$2,652.00 |
| 2009-10 | \$2,732.00 |

(3) Teachers who reach the above maximums through payment of a combination of assignments rather than an annual assignment of five (5) classes per week shall also be compensated to the specified maximum per annum. Should such a teacher reach that maximum amount prior to the end of the school year, he/she may be required to continue to perform such services through the remainder of the school year without additional compensation.

3. High School Workday

The regular high school workday shall contain the following elements:

- a. Seven (7) hours and five (5) minutes
- b. Each period shall be forty-two (42) minutes in duration: provided that one period may be extended by nine (9) minutes in order to provide for announcements and other similar homeroom activities.
- c. Forty-two (42) minutes duty-free lunch period
- d. Eight (8) periods comprised of:
 - (1) Five (5) instructional periods
 - (2) One (1) duty period
 - (3) One (1) preparation period
 - (4) One (1) teacher/pupil assistance communication period (TPAC)

- e. During the TPAC period, teachers will:
- (1) Communicate with students and parents.
 - (2) Meet with department chairs and/or counselors.
 - (3) Meet with principal and/or vice-principal.
 - (4) Participate in parent conferences.
 - (5) Perform curriculum work.
 - (6) Participate in subject resource center and/or individual student support.
 - (7) Perform any other professional duties, responsibilities or activities, with prior approval of the Administration, which shall not be unreasonably denied.
- f. (1) Teachers who are assigned during their TPAC period to perform services in a subject area resource center or individual pupil support shall be compensated as follows in any school year, which shall be added to the teachers' base salaries for pension purposes in accordance with the Teachers Pension and Annuity Fund (TPAF) Rules and Regulations.

| | <u>Period Rate</u> | <u>Annual Maximum</u> |
|---------|--------------------|-----------------------|
| 2007-08 | \$25.75 | \$2,575.00 |
| 2008-09 | \$26.52 | \$2,652.00 |
| 2009-10 | \$27.32 | \$2,732.00 |

(2) Teachers who are assigned to subject area resource centers shall be compensated as follows for five (5) periods per week throughout the school year. A teacher assigned to less than five (5) periods per week shall receive the appropriate pro-rata portion of \$2,500.

| | |
|---------|------------|
| 2007-09 | \$2,575.00 |
| 2008-10 | \$2,652.00 |
| 2009-10 | \$2,732.00 |

(3) Teachers who reach the above maximum through payment of a combination of assignments rather than an annual assignment

of five (5) classes per week shall also be compensated to the specified maximum per annum. Should such a teacher reach that maximum amount prior to the end of the school year, he/she may be required to continue to perform services through the remainder of the school year without additional compensation.

g. (1) Teachers may be assigned by the Board to a sixth (6th) instructional period in addition to the normal daily schedule described above. Teachers so assigned for more than one (1) pay period, but less than a semester (90 days), shall be compensated based on the months worked, one-tenth for each month worked. Teachers so assigned for less than one (1) pay period, shall be compensated based on the daily rate for the work performed by the employee.

(2) High School Science teachers may be assigned up to twenty-eight (28) instructional periods per week. Any high school science teacher who is assigned to more than twenty-five (25) instructional periods per week shall be relieved of his/her duty periods.

4. Exceptions for the time of departure are Fridays (except when a parent conference has been arranged), days preceding holidays, afternoons of P.T.A meetings, lunch duty days for elementary teachers, or when permission has been obtained from the principal or immediate supervisor.
5. It is understood that part of the teachers' professional responsibilities includes assisting students in extra help, and make-up, in addition to fulfilling his/her other professional responsibilities.

B. PROFESSIONAL PERIODS

1. Anticipating the professional cooperation of the staff in effecting this provision, regular teachers shall not be used as substitutes, thereby depriving them of his/her professional periods.
2. In cases where teachers are used as substitutes during his/her professional periods, they shall be paid as follows:

\$29.87 for 2007-08
\$30.77 for 2008-09
\$31.69 for 2009-10

3. In cases where the entire class is divided between two or more teachers, each teacher teaching any part of the split class shall receive the rate per period in Paragraph B. 2 above divided by the number of teachers

involved, except that no individual shall receive less than one-third of the per period rate.

C. MEETING DATES

Teachers may be required to remain after the end of the regular workday, without compensation, for the purpose of attending faculty, curriculum or professional meetings. Such meetings will be scheduled for Wednesdays. A teacher shall not be required to serve on more than one (1) curriculum committee at a time.

D. RELEASE

Teachers may be released from attending Wednesday curriculum committee meetings if they are participating in writing or revising curriculum during the school year. The Assistant Superintendent will advertise such projects at the beginning of the year. This curriculum writing could take place more intensely at the beginning of the year. Once teachers have completed his/her curriculum work and had it approved by the Assistant Superintendent, they may be released from attending future curriculum meetings in that school year.

**ARTICLE 23
NON-TEACHING DUTIES**

A. LUNCH DUTY

1. In the elementary schools, the principals will seek volunteers to assume lunch duty. In the event that there is an insufficient number of volunteers, the principal may schedule all staff members for lunch duty on a rotating basis, providing no teacher is deprived of a lunch period. The administration will use its best efforts to guarantee that teachers will not have more than two (2) lunch duty periods per month. Teachers who are scheduled for lunch duty shall accrue compensatory time equal to the time on duty. Teachers may leave one-half ($\frac{1}{2}$) hour early on days mutually agreed to by the teacher and building principal, to be taken as soon as practicable thereafter.
2. In the middle school, the principal may schedule teachers for lunchroom and playground supervision with his/her consent. However, if there is not a sufficient number of consenting teachers, then the principal will determine the assignment of teachers to such duties, providing the teachers are not deprived of a regular professional or lunch period.

B. PLAYGROUND SUPERVISION

Before-school coverage of the playground shall be shared equally by all teachers, except librarians, in his/her respective buildings.

C. TRAVEL

Whenever possible, administrators will provide ten (10) minutes for teachers to travel between buildings. Traveling teachers will not be assigned duties.

**ARTICLE 24
PROFESSIONAL DEVELOPMENT**

A. TUITION GRANTS

The program for special grants is a plan designated to help maintain instructional service at the highest level of quality and efficiency for certificated personnel. It is understood that satisfactory service is a prerequisite.

B. ELIGIBILITY

Teachers may apply to the Superintendent for the following non-cumulative grant, without regard to the number of credits said applicant may take per calendar year:

| | <u>Maximum Grant</u> | <u>Annual Budgetary Cap</u> |
|---------|----------------------|-----------------------------|
| 2007-08 | \$2,600.00 | \$85,000.00 |
| 2008-09 | \$2,600.00 | \$90,000.00 |
| 2009-10 | \$2,600.00 | \$95,000.00 |

The calendar year is defined in the same manner as the school budget year of July 1 through June 30. The tuition costs are those incurred outside school hours in connection with courses of study directly related to his/her work in the Springfield Schools. Non-tenured teachers shall be eligible to apply for grants during May of the first year and may begin the grant in the fall of his/her second year of employment; however, non-tenured teachers cannot receive grants before tenured teachers. Grant monies for approved courses shall first be distributed equally among tenured teachers, with any remaining balance being equally distributed to non-tenured teachers. In no case shall a grant to any teacher exceed \$2,600.00.

C. PROCEDURE

1. The applicant must submit through the immediate supervisor to the Superintendent of Schools a brief outline of the purpose for which the grant is to be expended. If the proposed program is approved by the Superintendent, it is then brought to the attention of the Board of Education for consideration. The applicant will be notified of the Board's decision as soon as is practical, but in any case no later than December 1 for the spring semester and May 1 for the summer or fall semesters.

2. Application for the summer or fall semesters must be submitted to the immediate supervisor not later than March 1 of the year preceding the one in which the grant is to be expended. For the spring semester, applications must be submitted not later than November 1.
3. It is expected that those expending such grants shall not do so unless they plan to spend another year in the employ of the Springfield School District. In the event that the grant recipient resigns, except for resignation at retirement, within the school year immediately following the completion of the grant, the recipient shall reimburse the full amount of the grant to the Board.
4. Requests for payment of grants shall be submitted on the official form, accompanied by a regular voucher. Payment for said grants shall be contingent upon receiving a "C" grade or better.
5. Tuition fees received through Federal grants, etc., may not be duplicated by utilization of this policy. Tuition grants, subject to the above conditions, may be awarded during sabbatical leave.

D. PROFESSIONAL DEVELOPMENT STANDARDS AND ACTIVITIES- 100 HOUR REQUIREMENT

1. **Purpose**

The professional development program is for the purpose of increasing teacher expertise that culminates in enhanced student learning and attainment of the core curriculum standards, and also assists the employee in meeting the professional development standards established in the NJ Administrative Code.

2. **Local Professional Development Committee**

The Board agrees to establish a Professional Development Committee whose structure and function will be governed by New Jersey Administrative Code.

3. **Resources Provided to Committee by the Board**

- a. Secretarial - Where appropriate a secretary will be assigned to the committee for a maximum of 10 hours. If additional secretarial time is needed, the Chairman will request the need for additional time in writing from the Superintendent, and a decision will be based on the documented need.

- b. Budget - An operating budget for supplies will be allocated for committee administrative work as follows:

2007-08 - \$206.00
2008-09 - \$212.00
2009-10 - \$219.00

- c. Time - 1 hour per month of released time during the workday will be provided to teaching staff members serving on the committee (10 hours per year). In the event additional time is needed to conduct the business of the committee during the workday, special requests may be submitted to the Superintendent of Schools for his/her approval.

4. **Responsibilities, Rules, and Conduct of the Committee**

- a. The Committee will develop each year a list of its major responsibilities and goals, and select a chairperson who will have the responsibility of overseeing the meeting according to "Robert's Rules of Order."

- b. The Chairperson, with the input of the committee, will create an agenda for each meeting. He/she will also be responsible for forwarding materials to be discussed and the Agenda to the committee members one week prior to the meeting.

- c. The Chairperson shall submit a copy of all recommendations that result from the committee's business to the County Professional Development Board and to the Superintendent within 10 days. It is also advisable that the Chairperson seek the Superintendent's input to insure that the committee's recommendations fall within budgetary parameters, district policy, and Board guidelines for district priorities.

- d. The Chairperson of the committee, if he/she is a member of the bargaining unit, will receive a stipend for the additional work required for developing agendas, keeping minutes of the meetings, and conducting the business of the committee as follows:

2007-08 - \$258.00
2008-09 - \$266.00
2009-10 - \$274.00

- e. Members of the committee, who are present for a minimum of 10 hours of committee meeting time, shall accrue 10 hours of professional development credit each year provided such service is

identified in the PDP with the specific goals outlined. In the event the administrative guidelines exceed the 10 hour maximum, the members of the committee who exceed this maximum will accrue professional development credit in accordance with the State guidelines for each hour of additional service.

5. **Programs, Workshops, Seminars, Conferences, and In-Service**

- a. The district will provide a variety of professional development activities that meets state standards for “what counts” for professional development credit. These in-service workshops, conferences, and programs will be conducted with the intent to assist the employee in meeting the five-year requirement for professional development.
- b. Professional Development programs will be developed with the intent of meeting the state guidelines for professional development credit and district priorities.
- c. Credit for Advancement on Salary Guides

Professional Development Programs conducted outside of the regular workday and approved by the Superintendent or operated by the school district under the graduate credit equivalency program shall qualify for advancement on the salary guide. One graduate credit equivalent unit shall be accrued for 15 hours of in-class course work successfully completed.

- d. Expenses and Reimbursement for “out of district” workshops, seminars, and conferences

Staff requesting to attend a conference, seminar, or workshop must submit the Request Form and reports required by district policy and receive administrative approval to participate in the requested staff development activity. If the staff member is seeking reimbursement of expenses (i.e. registration fees, travel, etc.), these items must be itemized in the original request. Once approval is granted and the professional development activity is completed, the staff member must submit expense receipts attached to the purchase requisition approved by the supervisor and the required summary report if reimbursement of expenses is to be processed by the business office.

6. **Record Keeping of Professional Development Credit Hours**

- a. Each teacher will maintain a log of his/her professional development activities and credit hours on the appropriate district forms, and submit the record as part of the annual evaluation process and completion of his/her Professional Development Plan. The district will provide a summary of professional development credit as part of the annual summative evaluation.
- b. Discrepancies between the teacher's record and the district's record must be identified by the employee within 30 days of receipt of the official professional development credit record forwarded each year. This process will allow the district and employee an opportunity to adjust the record if necessary. If discrepancies are not identified within 30 days of receipt of the district record, the professional development credit records maintained by the district will be entered as the record of cumulative progress toward the 100 hour professional development requirement as specified in the NJ Administrative Code.

**ARTICLE 25
TEACHER EVALUATION**

A. FREQUENCY

In accordance with the law, non-tenured teachers will be evaluated at least three times before April 30. Tenured teachers will be evaluated at least once during the school year before the annual conference.

B. CONFERENCES

1. An evaluation conference between the teacher and his/her supervisor will be held following each evaluation.
2. A professional improvement plan will be developed jointly by a teacher and his/her principal at the annual conference which will be conducted during the month of May. Teachers who work in more than one building shall be required to develop one Professional Improvement Plan. Such plan shall be developed in the building in which the teacher spends the greater amount of time.

C. OBSERVATION/EVALUATION REPORTS

Upon request, teachers may receive a draft copy of observation/evaluation reports at least two (2) days in advance of the conference to discuss the report. It is

recognized that it is preferable and desirable for a teacher and his supervisor to meet to discuss the report before it is reduced to final form.

D. UNIFORMITY

Evaluation materials and practices will be uniform for the entire district.

**ARTICLE 26
SABBATICAL LEAVE**

A. PURPOSE

The policy of sabbatical leave is a plan designed to help maintain and improve the quality and efficiency of instruction services to the children of the Springfield Public Schools. This privilege is granted to certificated employees in order that they may extend their professional competence and thus better serve the school district.

B. APPLICATION

Preliminary application for sabbatical leave shall be made prior to December 15 of the academic year previous to the year for which the leave of absence is desired. The purpose, date of this application, and length of service will be factors in determining the number of grants within the budgetary limits for that year. The final application must be submitted by February 15. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. The Board shall give notice of the approval for sabbatical leave, or rejection, together with an explanation thereof, no later than April 1 of the year previous to the academic year for which the leave is requested.

C. CONDITIONS

1. Since the policy for sabbatical leave is solely to promote the more efficient conduct of the schools, no application for such leave shall be recommended by the Superintendent or approved by the Board unless, after considered judgment, the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.
2. During any sabbatical leave, the employee shall not engage in any employment for remuneration without approval of the Superintendent and shall devote the major portion of his/her time and effort toward the purpose of the grant.
3. As a condition of sabbatical leave, the employee shall agree that if he/she does not continue in service for two years after expiration of the leave of

absence, he/she shall be required to repay the Board a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the subsequent two years of service bears to the full two years, unless such employee is incapacitated, has been discharged without cause, or has been released by the Board from this obligation.

4. If the Superintendent has reason to believe that an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he/she shall report this fact to the Board. The Board may eliminate the leave of absence for non-fulfillment of purpose after giving the employee involved the opportunity of a hearing.
5. If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent. The Superintendent shall, after considering her doctor's report, recommend to the Board whether or not the leave shall continue, dependent upon the probability of the successful completion of the sabbatical program. Transfer to maternity leave shall be governed by the maternity leave policy.
6. An employee on sabbatical shall submit to the Superintendent one interim report that states the courses or the activities that he/she is engaged in while on leave.

D. ELIGIBILITY

1. Any employee who has completed seven (7) or more years of satisfactory service in the Springfield Public Schools may, on the recommendation of the Superintendent and the approval of the Board, be granted a leave of absence for one academic year or one-half ($\frac{1}{2}$) of an academic year for the purpose of professional improvement through study and research. Such study shall be directly connected with his/her work in the school system. The employee's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.
2. Any employee shall be eligible for another sabbatical leave after he/she has had seven (7) additional school years of service in the Springfield district. This time limit may be waived at the discretion of the Board.

E. SALARY

The recipient shall receive, in lieu of salary, a sum equal to two-thirds ($\frac{2}{3}$) of the salary to which the teacher would otherwise be entitled if not on leave, less such regular deduction for Government income tax, Teachers Pension and Annuity Fund and other deductions as required by law or that are customary in the District.

Said sum shall be paid in installments in accordance with the general time schedule for payment of salaries to employees in the regular employ of the school system.

F. RETURN

1. An employee on sabbatical leave shall notify the Superintendent in writing on or before March 1 of that year of his/her intention to return to duty. Failure to give such information on the part of the employee on leave will be interpreted as an indication that such employee does not wish to return to the employ of the Board. Every employee on sabbatical leave shall present a written report to the Superintendent covering the studies engaged in while on sabbatical leave and the benefits anticipated there from. Such report is due prior to August 1, but in no event later than two months after the completion of the sabbatical program.
2. Upon satisfactory completion of the sabbatical leave, the employee will be returned to service at a salary on the same basis as if he/she had rendered continued and satisfactory service in the school system during the interim.

**ARTICLE 27
PROMOTIONS, VACANCIES OR REDUCTIONS IN FORCE**

A. POSTING POSITIONS

1. During the school year, when the Superintendent is aware that a vacancy will exist in a professional position which the Board decides to fill, the Superintendent shall post a notice of this vacancy in each building. Professional positions shall include after school advising, coaching, teaching and similar positions for which a stipend is paid. This notice shall be posted at least fifteen (15) days before the final date when applications must be submitted.
2. During the summer, if a professional position becomes vacant, the Superintendent shall mail a notice of this vacancy to the Association President or his/her designee at least fifteen (15) days before the final date when applications must be submitted.
3. Provisions of the above items do not apply where a member of the Unit resigns without thirty (30) days notice.
4. Teachers desiring a change in grade and/or subject assignment for the next school year may file a written statement to this effect with the Superintendent no later than April 30th of the current school year.

B. FILLING POSITIONS

It is recognized that appointment to the vacancy will be made at the discretion of the Board, and that the Board is not limited to making appointments from within the district.

C. REDUCTION IN FORCE

If a reduction in personnel is being considered which will result in the layoff of a teacher, the Board or its designee shall notify the teacher affected as soon as practical before the layoff is to take place. The Board shall retain the prerogative to determine, in its sole discretion, if and when a reduction in force will take place.

**ARTICLE 28
TEACHER ASSIGNMENT AND TRANSFERS**

A. NOTIFICATION

1. All presently employed teachers' shall be given written notice of their class, subject, building and room for the forthcoming year no later than June 1, whenever possible.
2. If a teacher is transferred from one building to another or is moved from one room to another within a building, the teacher shall be entitled to assistance to pack and unpack materials and supplies. The nature and extent of the assistance to be provided, and all arrangements to meet the provisions of this paragraph shall be made by the building principal.
3. If a teacher is assigned to a new subject area, then supplies, textbooks and curriculum materials will be delivered to the teacher's classroom before the start of the school year.

B. CLARIFICATION MEETINGS

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

C. QUALIFICATIONS

It is recognized that circumstances may occur after June 1 which may require a change in above assignment or make it impractical to have the meeting referred to

in B above. Involuntary transfers or reassignments shall not be made arbitrarily, capriciously or for punitive reasons.

D. REPLACEMENT ASSIGNMENTS

1. When a teacher covered under this Agreement dies, resigns or takes an unpaid leave of absence for the remainder of the school year and the Board decides to fill the vacancy with a contractual appointment, and such event occurs prior to June 1, the Board shall fill the vacancy with a contractual appointment, based on salary guide with benefits; provided that no benefits shall be provided if the teacher on the unpaid leave of absence is receiving benefits. Selection of the appointee will be made at the discretion of the Board.
2. When a teacher covered under this Agreement takes an unpaid leave of absence or takes an extended sick leave utilizing his/her accumulated sick leave days for less than the remainder of the school year, the Board shall have the option, at the discretion and recommendation of the Superintendent, to fill the vacancy with a contractual appointment, based upon the salary guide with benefits; provided that no benefits shall be provided if the teacher on the leave is receiving benefits. Selection of the appointee will be made at the discretion of the Board.

**ARTICLE 29
PROFESSIONAL BUSINESS LEAVE**

1. Two days' leave of absence with pay may be granted for school business, if application is made in writing and approved by the principal and the Superintendent.
2. Application for more extended leave for school purposes shall be made in writing and shall require Board approval.

**ARTICLE 30
TEACHER-ADMINISTRATIVE-BOARD COMMITTEE**

A. PURPOSE

The major concern of any school district is to promote the educational welfare of all of its students. In accordance with this purpose the committee shall function to:

1. Discuss openly and informally any educational issue pertinent to the Springfield School System.
2. Foster a spirit of professional growth and develop a concept of mutual cooperation and understanding.

3. The Committee shall not be a forum to discuss terms and conditions of employment subject to the provisions of this Agreement, or otherwise within the scope of negotiable items.

B. REPRESENTATION

1. Members of this committee shall be individuals who represent the Board, the Administration and the Teachers.
2. The Board shall be represented by four members appointed by the Board. The Administration shall be represented by the Superintendent and a principal as selected by the Principals' group. The Teachers shall be represented by a representative from each school, and a representative from special services. All teacher representatives shall be appointed by the Association's President.

C. RESPONSIBILITIES OF THE SUPERINTENDENT

1. To convene meetings of the TAB Committee at the request of:
 - a. The Teachers' representatives
 - b. The Board representatives
 - c. The Principals' representative
 - d. The discretion of the Superintendent
2. To act as chairperson at all meetings of the TAB Committee.
3. To prepare an agenda for each meeting in relation to the stated purpose of the TAB Committee.
4. To notify each member of the TAB Committee in writing at least five (5) days prior to the date of the meeting, and distribute a copy of the agenda.
5. A member of the TAB Committee will keep minutes of the meeting and send copies to the Board President, the Superintendent, the President of the Association, and all TAB members.

D. RESPONSIBILITIES OF THE COMMITTEE MEMBERS

1. To facilitate the preparation of the agenda all items should be submitted Superintendent, with copies sent to the Administration's representative and the Association TAB chairperson. All items shall be submitted ten (10) days prior to any scheduled TAB meeting.

2. To gather facts to provide for a complete understanding of each item to be discussed.
3. To discuss all tenable solutions to the items presented.
4. To reach a consensus among all TAB Committee members.
5. With agreement of at least 7 members, an advisor may be invited to attend a meeting of the TAB Committee.
6. To report findings and recommendations to his/her respective groups.

**ARTICLE 31
FAIR DISMISSAL PROCEDURE**

A. NOTIFICATION OF STATUS

On or before May 15 of each year, the Board or its designee shall give to each non-tenured staff member continuously employed by it since the preceding September 30 either:

1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
2. A written notice that employment will not be offered for the next succeeding school year.

B. REASONS

Any non-tenured teacher who receives a notice that employment will not be offered for the next succeeding school year may, within fifteen (15) days thereafter in writing, request a statement of reasons for such non-employment from the Superintendent which statement shall be given to the teacher in writing within fifteen (15) days after receipt of such request.

C. INFORMAL CONFERENCE

Whenever a non-tenured teaching staff member has requested in writing and has received a written statement of reasons for non-re-employment, he/she may request in writing an informal appearance before the Board, which shall be the non-tenured teaching staff member's sole remedy in the district and shall not be subject to arbitration. Such written request must be submitted to the Board within ten (10) calendar days of receipt of the Board's statement of reasons. Such an

informal appearance shall be scheduled within thirty (30) calendar days from receipt of the Board's statement of reasons.

D. BOARD DETERMINATION

Within three (3) days following the informal appearance, the Board shall notify the affected teaching staff member, in writing, of its final determination.

E. FAILURE TO COMPLY

Should the Board fail to give a non-tenured teaching staff member either an offer of contract for employment for the next succeeding year or a notice that employment will not be offered within the time and in the manner provided by this Article, the Board shall be deemed to have offered to that teacher continued employment for the next succeeding year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

F. NOTIFICATION OF INTENTION TO RETURN

If the teacher desires to accept such employment for the next succeeding school year, he/she shall notify the Board of such acceptance, in writing, on or before June 1, in which event such employment shall continue as provided for herein. If such notice is not provided, the Board shall not be required to continue the employment of the teacher.

G. BOARD DISCRETION

The Board retains full discretionary authority under the law to decide whether any particular non-tenured teacher's employment should or should not be renewed for the next succeeding school year. Its determination need not be grounded on unsatisfactory classroom or professional performance.

H. PROCEDURE

A non-tenured teacher shall not be entitled to a formal hearing nor shall the matter be subject to the grievance or arbitration provisions of this Agreement.

**ARTICLE 32
SALARIES AND OTHER COMPENSATION**

A. SALARY GUIDES

The salary guides for all teachers are set forth in Schedule A which is attached hereto and made a part hereof.

B. UNUSED SICK DAYS

1. A teacher who retires pursuant to N.J.T.P.A.F. shall be paid for accumulated unused sick days at the rate of:

| | <u>PER DAY</u> | <u>MAXIMUM</u> |
|---------|----------------|----------------|
| 2007-08 | \$75.78 | \$8,336.00 |
| 2008-09 | \$78.05 | \$8,586.00 |
| 2009-10 | \$80.39 | \$8,844.00 |

2. If an employee dies prior to retirement, his/her estate shall receive the above payment.

C. EXTRA SERVICE

Counselors who provide educational services approved by the Superintendent following the end of the school year shall be compensated at the following hourly rates:

| |
|-------------------|
| 2007-08 - \$47.38 |
| 2008-09 - \$48.80 |
| 2009-10 - \$50.27 |

D. DOCTORATE

Employees with earned doctorates shall be paid an additional annual amount as follows:

| |
|----------------------|
| 2007-08 - \$1,751.00 |
| 2008-09 - \$1,804.00 |
| 2009-10 - \$1,858.00 |

E. CREDIT FOR SERVICE

It is the District's practice that newly appointed teachers are not credited for work performed in a private school. Additionally, it is the District's practice that new teachers may receive public school credit at the time of initial hiring in accordance with an agreement between the prospective employee and the Board.

**ARTICLE 33
AFTER-SCHOOL ACTIVITIES**

A. DETERMINATION

The existence and scope of the after-school extracurricular activities and the assignments thereto shall be as determined by the Board on recommendation of administration.

B. EXTRACURRICULAR ACTIVITIES

During a school year, if there are after-school extracurricular activities, not mentioned on Schedule E, the program is to be conducted five minutes after dismissal of school. Where these hours may not apply, as in the case of an evening club activity, the hours will be established with administrative approval. No teacher will be involuntarily assigned if there are volunteers available. If any new club is proposed, a stipend negotiated between the SEA and Superintendent will be in place prior to Board approval.

Any approved elementary after school activities will be compensated at the following hourly rates:

| | |
|---------|-----------|
| 2007-08 | - \$41.20 |
| 2008-09 | - \$42.44 |
| 2009-10 | - \$43.71 |

C. PROCEDURE

Teachers will submit hours worked on these activities to the Superintendent of Schools by the fifth (5th) day of each month and shall be paid at the next regular pay period.

**ARTICLE 34
OVERNIGHT FIELD TRIPS**

A. The teachers participating in overnight field trips shall be compensated at the rate of:

| | |
|---------|----------|
| 2007-08 | \$219.39 |
| 2008-09 | \$225.97 |
| 2009-10 | \$232.75 |

B. The coordinator (maximum of two) shall be compensated at the rate of:

| | |
|---------|----------|
| 2007-08 | \$250.29 |
| 2008-09 | \$257.80 |
| 2009-10 | \$265.53 |

**ARTICLE 35
SUMMER SCHOOL**

A. EXISTENCE AND SCOPE

The existence and scope of the summer school program shall be prescribed by the Board. If any course is under-subscribed in the opinion of the Board, the Board shall reserve the right to cancel the proposed offering.

B. NOTICE OF OPENINGS

In order to implement the summer school program, the Superintendent shall send to each teacher a list of proposed classes and an application.

C. APPLICATION

Teachers interested in a summer school position shall submit a written application to the Superintendent indicating the classes for which they wish to be considered, or for the position of director or coordinator.

D. POSTING POSITION

When positions for summer school have been filled, the Superintendent shall notify each applicant of his/her appointment or non-appointment.

E. SALARY

| | |
|------------------------|--|
| Teaching Summer School | \$46.35/hour for summer 2008, \$47.74/hour summer 2009, \$49.17/hour for summer 2010 |
| Summer School Director | \$5,253 for summer program 2008, \$5,411 for summer program 2009, \$5,573 for summer program 2010 (4 week summer program.) |

**ARTICLE 36
OTHER ACTIVITIES**

A. Teachers who write curriculum during the summer shall be compensated at the rate of \$36.05/hour for 2007-08, \$37.13/hour for 2008-09, and \$38.25/hour for 2009-10. The total compensation for any curriculum project will be established prior to the start of any work.

B. Teachers who conduct staff development activities during the summer shall be compensated at the rate of \$47.38/hour for 2007-08, \$48.80/hour for 2008-09, \$50.27/hour for 2009-10.

ARTICLE 37
MISCELLANEOUS BENEFITS

A. CHILDREN OF STAFF

Children of staff members who live out of the district may attend the Springfield Public Schools at the tuition rate set by the Board annually, provided that the children receive only in-district services in a placement within the district public schools, at the Superintendent's discretion.

**SPRINGFIELD TEACHER
(Columns BA, MA, 6th)
SALARY GUIDE 2007 - 2008**

| <u>Step</u> | <u>Teacher BA</u> | <u>Teacher MA</u> | <u>Teacher 6th</u> |
|-------------|-------------------|-------------------|--------------------|
| 0 | 48,073 | 52,714 | 57,611 |
| 1 | 48,699 | 53,340 | 58,237 |
| 2 | 49,325 | 53,966 | 58,863 |
| 3 | 49,951 | 54,667 | 59,592 |
| 4 | 50,681 | 55,476 | 60,435 |
| 5 | 51,318 | 56,186 | 61,205 |
| 6 | 52,168 | 57,102 | 62,188 |
| 7 | 53,312 | 58,308 | 63,467 |
| 8 | 55,366 | 60,435 | 65,661 |
| 9 | 56,280 | 61,440 | 66,762 |
| 10 | 58,035 | 63,373 | 68,887 |
| 11 | 59,744 | 64,875 | 70,491 |
| 12 | 61,611 | 66,925 | 72,737 |
| 13 | 62,919 | 68,391 | 74,373 |
| 14 | 63,383 | 68,913 | 74,928 |
| Z | 63,849 | 69,445 | 75,502 |
| Y | 64,344 | 69,993 | 76,083 |
| X | 64,854 | 70,555 | 76,680 |
| W | 65,378 | 71,120 | 77,285 |
| V | 65,830 | 71,599 | 77,790 |
| U | 66,286 | 72,083 | 78,265 |
| T | 66,907 | 72,838 | 79,072 |
| S | 67,930 | 74,487 | 80,417 |
| R | 68,597 | 74,955 | 80,771 |
| Q | 69,627 | 76,237 | 81,973 |
| P | 71,299 | 78,109 | 84,013 |
| O | 72,951 | 79,641 | 85,463 |
| N | 74,118 | 80,660 | 86,336 |
| M | 75,879 | 82,337 | 87,922 |
| L | 77,590 | 83,947 | 89,456 |
| K | 79,223 | 85,493 | 90,935 |
| J | 79,609 | 87,568 | 92,968 |
| I | 80,127 | 88,866 | 94,168 |
| H | 82,022 | 90,677 | 95,936 |
| G | 83,882 | 93,133 | 99,374 |
| F | 86,815 | 96,270 | 101,838 |
| E | 90,577 | 100,005 | 105,183 |

SPRINGFIELD TEACHER
(Columns BA, MA, 6th)
SALARY GUIDE 2008 - 2009

| <u>Step</u> | <u>Teacher BA</u> | <u>Teacher MA</u> | <u>Teacher 6th</u> |
|-------------|-------------------|-------------------|--------------------|
| 0 | 49,550 | 54,191 | 59,088 |
| 1 | 50,151 | 54,792 | 59,689 |
| 2 | 50,777 | 55,418 | 60,315 |
| 3 | 51,403 | 56,044 | 60,941 |
| 4 | 52,029 | 56,745 | 61,670 |
| 5 | 52,859 | 57,654 | 62,613 |
| 6 | 53,549 | 58,417 | 63,436 |
| 7 | 55,099 | 60,033 | 65,119 |
| 8 | 56,184 | 61,180 | 66,339 |
| 9 | 58,237 | 63,306 | 68,532 |
| 10 | 59,151 | 64,311 | 69,633 |
| 11 | 60,906 | 66,244 | 71,758 |
| 12 | 62,615 | 67,746 | 73,362 |
| 13 | 64,482 | 69,796 | 75,608 |
| 14 | 65,790 | 71,262 | 77,244 |
| AA | 66,254 | 71,784 | 77,799 |
| Z | 66,720 | 72,316 | 78,373 |
| Y | 67,215 | 72,864 | 78,954 |
| X | 67,725 | 73,426 | 79,551 |
| W | 68,249 | 73,991 | 80,156 |
| V | 68,701 | 74,470 | 80,661 |
| U | 69,157 | 74,954 | 81,136 |
| T | 69,778 | 75,709 | 81,943 |
| S | 70,801 | 77,358 | 83,288 |
| R | 71,468 | 77,826 | 83,642 |
| Q | 72,498 | 79,108 | 84,844 |
| P | 74,170 | 80,980 | 86,884 |
| O | 75,822 | 82,512 | 88,334 |
| N | 76,989 | 83,531 | 89,207 |
| M | 78,750 | 85,208 | 90,793 |
| L | 80,461 | 86,818 | 92,327 |
| K | 82,094 | 88,364 | 93,806 |
| J | 82,480 | 90,439 | 95,839 |
| I | 82,998 | 91,737 | 97,039 |
| H | 84,893 | 93,548 | 98,807 |
| G | 86,753 | 96,004 | 102,245 |
| F | 89,686 | 99,141 | 104,709 |
| E | 93,448 | 102,876 | 108,054 |

**SPRINGFIELD TEACHER
(Columns BA, MA, 6th)
SALARY GUIDE 2009 - 2010**

| <u>Step</u> | <u>Teacher BA</u> | <u>Teacher MA</u> | <u>Teacher 6th</u> |
|-------------|-------------------|-------------------|--------------------|
| 0 | 51,050 | 55,691 | 60,588 |
| 1 | 51,676 | 56,317 | 61,214 |
| 2 | 52,282 | 56,923 | 61,820 |
| 3 | 52,908 | 57,549 | 62,446 |
| 4 | 53,534 | 58,175 | 63,072 |
| 5 | 54,181 | 58,897 | 63,822 |
| 6 | 55,104 | 59,899 | 64,858 |
| 7 | 56,494 | 62,362 | 66,381 |
| 8 | 58,044 | 62,978 | 68,064 |
| 9 | 59,129 | 64,125 | 69,284 |
| 10 | 61,182 | 66,251 | 71,477 |
| 11 | 62,096 | 67,256 | 72,578 |
| 12 | 63,851 | 69,189 | 74,703 |
| 13 | 65,560 | 70,691 | 76,307 |
| 14 | 67,427 | 72,741 | 78,553 |
| BB | 68,735 | 74,207 | 80,189 |
| AA | 69,199 | 74,729 | 80,744 |
| Z | 69,665 | 75,261 | 81,318 |
| Y | 70,160 | 75,809 | 81,899 |
| X | 70,670 | 76,371 | 82,496 |
| W | 71,194 | 76,936 | 83,101 |
| V | 71,646 | 77,415 | 83,606 |
| U | 72,102 | 77,899 | 84,081 |
| T | 72,723 | 78,654 | 84,888 |
| S | 73,746 | 80,303 | 86,233 |
| R | 74,413 | 80,771 | 86,587 |
| Q | 75,443 | 82,053 | 87,789 |
| P | 77,115 | 83,925 | 89,829 |
| O | 78,767 | 85,457 | 91,279 |
| N | 79,934 | 86,476 | 92,152 |
| M | 81,695 | 88,153 | 93,738 |
| L | 83,406 | 89,763 | 95,272 |
| K | 85,039 | 91,309 | 96,751 |
| J | 85,425 | 93,384 | 98,784 |
| I | 85,943 | 94,682 | 99,984 |
| H | 87,838 | 96,493 | 101,752 |
| G | 89,698 | 98,949 | 105,190 |
| F | 92,631 | 102,086 | 107,654 |
| E | 96,393 | 105,821 | 110,999 |

| SCHEDULE E | | | | | | | |
|--|----------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|--|
| Category - Sports | # | 2005-2006 Contract | 2006-2007 Contract | 2007-2008 Contract | 2008-2009 Contract | 2009-2010 Contract | |
| A Head - Football | 1 | 8000 | 8000 | 8240 | 8487 | 8742 | |
| B Head - Basketball | 2 | 7400 | 7400 | 7622 | 7851 | 8086 | |
| Wrestling | 0 | | | | | | |
| Spring Track | 2 | 7000 | 7000 | 7210 | 7426 | 7649 | |
| C Head - Baseball | 1 | 6100 | 6100 | 6283 | 6471 | 6666 | |
| Field Hockey | 0 | | | | | | |
| Soccer | 2 | 6100 | 6100 | 6283 | 6471 | 6666 | |
| Softball | 1 | 6100 | 6100 | 6283 | 6471 | 6666 | |
| Gymnastics | 1 | 6100 | 6100 | 6283 | 6471 | 6666 | |
| D Head - Swimming | 1 | 5100 | 5100 | 5253 | 5411 | 5573 | |
| Winter Track | 1 | 5500 | 5500 | 5665 | 5835 | 6010 | |
| Ice Hockey | 1 | 5600 | 5600 | 5768 | 5941 | 6119 | |
| E Head - Tennis | 2 | 4600 | 4600 | 4738 | 4880 | 5027 | |
| Volleyball | 1 | 4600 | 4600 | 4738 | 4880 | 5027 | |
| Cross Country | 2 | 4600 | 4600 | 4738 | 4880 | 5027 | |
| F Head - Golf | 1 | 2800 | 2800 | 2884 | 2971 | 3060 | |
| Bowling | 0 | | | | | | |
| Cheerleading - Winter | 1 | 3350 | 3350 | 3451 | 3554 | 3661 | |
| G Head - Cheerleading - Fall | 1 | 2950 | 2950 | 3039 | 3130 | 3224 | |
| AA Assistants - Football | 5 | 6000 | 6000 | 6180 | 6365 | 6556 | |
| BB Assistants - Basketball | 6 | 5200 | 5200 | 5356 | 5517 | 5682 | |
| Wrestling | 0 | | | | | | |
| CC Assistants - Baseball | 1 | 4200 | 4200 | 4326 | 4456 | 4589 | |
| Field Hockey | 0 | | | | | | |
| Soccer | 2 | 4200 | 4200 | 4326 | 4456 | 4589 | |
| Softball | 1 | 4200 | 4200 | 4326 | 4456 | 4589 | |
| Spring Track | 2 | 4700 | 4700 | 4841 | 4986 | 5136 | |
| Gymnastics | 0 | | | | | | |
| DD Assistants - Swimming | 1 | 3100 | 3100 | 3193 | 3289 | 3387 | |
| EE Assistants - Tennis | 2 | 2600 | 2600 | 2678 | 2758 | 2841 | |
| Volleyball | 1 | 2600 | 2600 | 2678 | 2758 | 2841 | |
| Cross Country | 0 | | | | | | |
| Winter Track | 2 | 2700 | 2700 | 2781 | 2864 | 2950 | |
| FF Assistants - Cheerleading - Fall | 1 | 2450 | 2450 | 2524 | 2599 | 2677 | |
| Cheerleading - Winter | 1 | 2850 | 2850 | 2936 | 3024 | 3114 | |
| Ice Hockey | 2 | 2100 | 2100 | 2163 | 2228 | 2295 | |

| | Category - Sports | # | 2005-2006 | 2006-2007 | 2007-2008 | 2008-2009 | 2009-2010 |
|----------|---|----------|------------------|------------------|------------------|------------------|------------------|
| | | | Contract | Contract | Contract | Contract | Contract |
| G | Athletic Trainer /Equipment Manager (Per season) | 3 | 5900 | 5900 | 6077 | 6259 | 6447 |
| H | Middle School Athletic Coordinator (Per year) | 1 | 3300 | 3300 | 3399 | 3501 | 3606 |
| I | FMG Coaches - Soccer | 2 | 3400 | 3400 | 3502 | 3607 | 3715 |
| | Basketball | 2 | 3400 | 3400 | 3502 | 3607 | 3715 |
| | Baseball | 1 | 3400 | 3400 | 3502 | 3607 | 3715 |
| | Softball | 1 | 3400 | 3400 | 3502 | 3607 | 3715 |
| J | Hourly - with no maximum hours per event: | | | | | | |
| | Crowd Control | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Weight Room supervisor | | | | | | |
| | Ticket Seller | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Cameraman | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Film Editor | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Announcer | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Timer | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Chaperone | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Sunset School | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| | Detention | | 23.00 | 23.00 | 23.69 | 24.40 | 25.13 |
| K | Hourly - with no maximum hours per event: | | | | | | |
| | Site Manager | | 33.00 | 33.00 | 33.99 | 35.01 | 36.06 |
| | Concert Director | | 33.00 | 33.00 | 33.99 | 35.01 | 36.06 |
| | Category - Clubs / Advisors | | | | | | |
| | | # | 2005-2006 | 2006-07 | 2007-08 | 2008-09 | 2009-2010 |
| | | | Contract | Contract | Contract | Contract | Contract |
| L | Yearbook - HS | 1 | 3450 | 3450 | 3554 | 3660 | 3770 |
| | Yearbook - MS | 1 | 3100 | 3100 | 3193 | 3289 | 3387 |
| | Newspaper - HS | 1 | 3450 | 3450 | 3554 | 3660 | 3770 |
| | Homework Club - MS | 3 | 1250 | 1250 | 1288 | 1326 | 1366 |
| | Physical Education Club - MS | 3 | 1250 | 1250 | 1288 | 1326 | 1366 |
| | GEPA Club | 3 | 1250 | 1250 | 1288 | 1326 | 1366 |
| | AV Coordinator- HS | 1 | 3450 | 3450 | 3554 | 3660 | 3770 |
| M | Literary Magazine - HS | 1 | 1300 | 1300 | 1339 | 1379 | 1421 |
| | Business Manager - HS YB | 1 | 1300 | 1300 | 1339 | 1379 | 1421 |
| | Business Manager - HS NP | 1 | 1300 | 1300 | 1339 | 1379 | 1421 |
| | Category - Clubs / Advisors | | | | | | |
| | | # | 2005-2006 | 2006-07 | 2007-08 | 2008-09 | 2009-2010 |
| | | | Contract | Contract | Contract | Contract | Contract |
| M | Business Manager - Yearbook-MS | 0 | 1200 | 1200 | 1236 | 1273 | 1311 |
| | Business Manager - Newspaper - HS | 1 | 1300 | 1300 | 1339 | 1379 | 1421 |
| | Art Club - HS | 1 | 1300 | 1300 | 1339 | 1379 | 1421 |
| | Art Club - MS | 1 | 1200 | 1200 | 1236 | 1273 | 1311 |
| | Junior Class Advisor - HS | 1 | 1300 | 1300 | 1339 | 1379 | 1421 |

| | | | | | | | |
|--------------------------------|---|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| N | Newspaper -MS | 0 | 1300 | 1300 | 1339 | 1379 | 1421 |
| | Volunteer Club- HS | 1 | 850 | 850 | 876 | 902 | 929 |
| O | Quiz Bowl - HS | 1 | 2500 | 2500 | 2575 | 2652 | 2732 |
| | Mock Trial - HS | 1 | 2500 | 2500 | 2575 | 2652 | 2732 |
| | Assistant Play Director/Choreographer -HS | 1 | 3100 | 3100 | 3193 | 3289 | 3387 |
| | Musical Director - HS (Spring) | 1 | 3900 | 3900 | 4017 | 4138 | 4262 |
| P | Musical Director - MS | 1 | 3600 | 3600 | 3708 | 3819 | 3934 |
| | Drama Director - HS (Fall) | 1 | 3600 | 3600 | 3708 | 3819 | 3934 |
| | Peer Leaders - HS | 1 | 850 | 850 | 876 | 902 | 929 |
| | Peer Leaders - MS | 2 | 850 | 850 | 876 | 902 | 929 |
| | Peer Mediation - HS | 0 | 850 | 850 | 876 | 902 | 929 |
| | Sophomore Class Advisor | 1 | 850 | 850 | 876 | 902 | 929 |
| | Student Auxiliary - HS | 0 | 850 | 850 | 876 | 902 | 929 |
| Q | Alternative Club - HS | 0 | 850 | 850 | 876 | 902 | 929 |
| | World Language Club - HS | 1 | 550 | 550 | 567 | 583 | 601 |
| | World Language Club - MS | 1 | 550 | 550 | 567 | 583 | 601 |
| | National Honor Society - HS | 0 | 550 | 550 | 567 | 583 | 601 |
| | Environmental Club - HS | 1 | 550 | 550 | 567 | 583 | 601 |
| | Chess Club - HS | 1 | 550 | 550 | 567 | 583 | 601 |
| | Medical Careers Club - HS | 1 | 550 | 550 | 567 | 583 | 601 |
| | Key Club - HS | 1 | 550 | 550 | 567 | 583 | 601 |
| | Ski Club - HS | 1 | 550 | 550 | 567 | 583 | 601 |
| | Math League | 1 | 550 | 550 | 567 | 583 | 601 |
| | Model UN | 1 | 550 | 550 | 567 | 583 | 601 |
| | Junior Statesman - HS | 0 | 550 | 550 | 567 | 583 | 601 |
| | Amnesty International - HS | 0 | 550 | 550 | 567 | 583 | 601 |
| R | Freshman Class Advisor - HS | 1 | 700 | 700 | 721 | 743 | 765 |
| | ERT-HS | 1 | 700 | 700 | 721 | 743 | 765 |
| | Intramurals - HS (Fall, Winter, Spring) | 3 | 1700 | 1700 | 1751 | 1804 | 1858 |
| S | 8th Grade Committee - MS | 1 | 1700 | 1700 | 1751 | 1804 | 1858 |
| | Book Room Supervisor HS | 1 | 1700 | 1700 | 1751 | 1804 | 1858 |
| | Student Council - HS | 1 | 1500 | 1500 | 1545 | 1591 | 1639 |
| | Student Council - MS | 1 | 1100 | 1100 | 1133 | 1167 | 1202 |
| | Senior Class Advisor - HS | 1 | 1500 | 1500 | 1545 | 1591 | 1639 |
| FAMILY MATH AND SCIENCE | | | | | | | |
| | | | Contract | Contract | Contract | Contract | Contract |
| | | | 839 | 839 | 864 | 890 | 917 |

PART IV - CUSTODIANS

**ARTICLE 38
CURRENT DAILY WORK SCHEDULE AND WORK WEEK**

- A. The current daily work schedule of all employees covered by Part IV of this Agreement shall be 8 hours per day between the hours of 6:00 A.M. and 11:00 P.M., including a one-half (1/2) hour paid lunch. Schedule assignments shall be determined by the Administration and the individual employee hours are subject to change upon five (5) days notification by the Board unless changes are mutually agreed upon.

Dayton High School: 6:00 A.M.-2:00 P.M.
11:00 A.M. – 7:00 P.M.
2:00 P.M.- 10:00 P.M.
3:00 P.M. – 11:00 P.M.

F.M.G.: 6:00 A.M. – 2:00 P.M.
11:00 A.M. –7:00 P.M.
2:00 P.M.- 10:00 P.M.

Caldwell, Sandmeier, Walton: 6:00 A.M.- 2:00 P.M.
11:00 A.M. – 7:00 P.M.
2:00 P.M. – 10:00 P.M.

Maintenance: 6:00 A.M. - 2:00 P.M.
7:00 A.M. - 3:00 P.M.
11:00 A.M. – 7:00 P.M.

- B. The workweek shall consist of forty (40) hours, Monday through Friday.

C. OVERTIME

Overtime shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours in excess of forty (40) worked during the regular workweek. Overtime work opportunity shall be offered to all personnel covered by this Agreement by means of establishing a work site based overtime call list within job classifications from which names will be called in rotation, except that maintenance personnel shall be offered the opportunity to work custodial overtime:

1. The opportunity to work overtime shall be first afforded to the most senior person.
2. The overtime distributed according to the above basis shall be recorded on a paid hour basis. This list shall be kept for a period of one (1) year starting with the effective date of this Agreement and shall be made available upon request to the respective Custodial and Maintenance personnel.

3. If overtime work is offered to any person in accordance with the above procedure and that person refuses the overtime, then the said person shall be charged with having performed overtime work for purposes of calculation of equal distribution of overtime work only.
4. At the end of each year, a new list shall be made.
5. Overtime compensation shall be calculated on an employee's base salary plus any stipends for Head Custodian, Night Custodian or Bus Driver. Overtime compensation shall be paid within thirty (30) days of being earned.

D. CALL-IN

Any employee called into work at a time not contiguous to his/her regularly scheduled shift shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1 ½) times the regular rate of pay for such call-in work during the regular work week and twice the regular rate of pay for call-in work performed on Saturdays, Sundays, and Holidays.

E. SUMMER HOURS

During July and August the workday shall consist of four (4) consecutive hours on each Friday (unless a longer or shorter workday is mutually agreed upon).

F. NIGHT SHIFT

1. Personnel to staff the Night Shift will be selected on a voluntary basis. If there is no volunteer, the Board will make the assignment.
2. Employees whose regular assignment is to the night shift shall receive his/her regular pay plus a night shift differential of:

| | |
|---------|--------|
| 2007-08 | \$1229 |
| 2008-09 | \$1266 |
| 2009-10 | \$1304 |

3. Such employees assigned to the Night Shift shall not be responsible for supervising activities.

G. INCLEMENT WEATHER

On days when school is closed for snow emergencies, employees will be released upon completion of his/her duties at the discretion of the Business Administrator.

H. WORK LOAD

The Board and the Association shall establish a joint committee to review the custodial work assignments taking into account square footage, difficulty of cleaning and other factors that would affect the employee's workload.

ARTICLE 39 VACATIONS

A. VACATIONS

1. An employee with more than six (6) months of service but less than nine (9) months service shall be eligible for one (1) day vacation for each month of service up to July 1. The maximum number of days shall be nine (9) days.
2. Two (2) weeks vacation after one (1) year of service or after first anniversary date of employment.
3. Three (3) weeks vacation after five (5) years of service or after the fifth anniversary of employment.
4. Four (4) weeks vacation after (10) years of service or after the tenth anniversary of employment.
5. Seniority rights shall prevail in vacation preference.
6. Vacation time may be requested at any time during the year except that no vacations shall be granted during the week prior to the opening of school in September. Vacation schedules are to be arranged so that an employee will be in each building at all times. Vacations are subject to the approval of the Superintendent or his/her designee.
7. Except at the high school, no more than one (1) employee may take such vacation time during any given week. Seniority rights prevail in selection. Whenever necessary overtime accrued during the pay period preceding vacation would be added to the first pay after vacation.
8. Vacation pay shall be disbursed to employees covered by this Agreement either upon the last working day prior to commencement of his/her vacations or on the last payday prior to his/her vacations.

B. VACATION APPROVAL

The vacation schedule must be approved by the Business Administrator.

**ARTICLE 40
HOLIDAYS**

- A. The following holidays shall be granted to all employees covered by this Agreement.
- Fourth of July
 - Columbus Day
 - Labor Day
 - Rosh Hashanah
 - Yom Kippur
 - Thanksgiving Day
 - Friday following Thanksgiving
 - Christmas Day
 - New Year's Day
 - Good Friday
 - Memorial Day
- B. In addition to the above holidays, four (4) holidays shall be mutually scheduled by the employee and his/her supervisor for a total of fifteen (15) holidays.
- C. All employees may be dismissed from work as soon as all regular work is completed and buildings are secured on the Wednesday preceding Thanksgiving and the last workday preceding the Christmas Vacation.
- D. Employees may choose to work on agreed upon holidays, upon the approval of the Superintendent or his/her designee, for an equal amount of time off at another time. No employee shall be permitted to use discretion in selecting more than three (3) of the fifteen (15) holidays.

**ARTICLE 41
VOLUNTARY TRANSFER, REASSIGNMENT AND PROMOTION**

The Association President shall be notified of all promotional and non-promotional vacancies in the custodial, maintenance and bus driver field as soon as they become known. Notice of such vacancies shall be posted on the bulletin board in each school in the district. All custodial employees are guaranteed the right to apply for such positions and the Board shall give due consideration to the seniority of employees applying for such positions. It is recognized, however, that appointment to the vacancy will be made at the discretion of the Board, and that the Board can hire from outside the bargaining unit.

**ARTICLE 42
TENURE OF OFFICE AND SENIORITY**

- A. All employees covered by the terms of this Agreement shall be eligible for tenure under provision of TITLE 18A after three (3) consecutive years of probationary service in the district.

- B. Seniority shall be counted from the date the employee is hired by the Board for continuous service.
- C. The Board agrees to abide by the terms of N.J.S.A.18A:17-4 with respect to the reduction in the number of employees covered by Part IV of this Agreement.

**ARTICLE 43
UNIFORMS AND EQUIPMENT**

- A. The Board shall make the following uniforms and equipment available to all employees covered by Part IV of this Agreement:
 - 1. Uniforms - five (5) pants and five (5) shirts per employee per year
 - 2. Winter work jackets (hooded) - one (1) per employee
 - 3. Rain gear - one (1) set per employee
 - 4. Work gloves (canvas-leather) as needed
 - 5. Slip-on boots (which shall remain on premises)
- B. All the above defined uniforms and equipment may be requisitioned by employees from time to time during the work year as needed by the employee. Worn-out items shall be replaced promptly. Employees are expected to wear such uniforms and Board supplied safety equipment while on duty. Failure to wear the proper uniform and Board supplied safety equipment will result in disciplinary action. Employees will be provided the name of a nearby store where they can try-on and be fitted for uniforms.
- C. The Board agrees to pay for steel-toed safety shoes up to \$145.00 during each year for the term of this Agreement. If an employee cannot wear steel-toed safety shoes for documented medical reasons, the Board agrees to pay for work/safety shoes up to \$145.00 during each year for the term of this Agreement.
- D. Any custodial employee who works alone shall be supplied with a communication device that must be carried at all times while on the job.

**ARTICLE 44
CONTRACTS**

- A. All employees covered by Part IV of this Agreement shall be notified of his/her contract and agreed upon salary status for the ensuing work year not later than May 15, unless the budget has been defeated, in which case the notification date shall be May 30. In this event, all non-tenured employees shall be informed, in writing, of the intent of the Board to offer or not to offer a contract for the ensuing year not later than May 15, unless the budget is defeated, in which case the notification date shall be May 30.

- B. In the event an agreement is not reached by May 15, all employees covered by Part IV of this Agreement shall be notified of his/her contract and agreed salary status not later than two (2) weeks following the Board's public ratification of the final Agreement.
- C. An employee who is resigning from his/her position shall give two (2) weeks' advance notice. A terminated employee shall receive two (2) weeks' notice or two weeks' pay in lieu of notice.

**ARTICLE 45
CONFERENCES/WORKSHOPS/SUBCONTRACTING**

A. CONFERENCES AND WORKSHOPS

A custodial or maintenance employee may apply to the Superintendent for permission to attend workshops, conferences or courses related to work assignment and which may or may not be scheduled during work time. If the Superintendent approves of the application, the employee shall be reimbursed for costs incurred. The Superintendent's decision is not subject to the grievance procedure.

B. SUBCONTRACTING

If the Board considers subcontracting of custodial or maintenance positions, it shall notify the Association of its deliberations. The Association shall have the right to make a presentation to the Board concerning alternatives to subcontracting prior to a formal decision.

**ARTICLE 46
COMPENSATION FOR UNUSED SICK DAYS**

- A. Unless contrary to law, a unit member covered by Part IV of this Agreement who retires pursuant to N.J.P.E.R.S. shall be paid for accumulated unused sick days at the rate of:

| | <u>PER DAY</u> | <u>MAXIMUM</u> |
|---------|----------------|----------------|
| 2007-08 | \$75.78 | \$8,336.00 |
| 2008-09 | \$78.05 | \$8,586.00 |
| 2009-10 | \$80.39 | \$8,844.00 |

- B. If an employee dies prior to retirement, his/her estate shall receive the above payment.

**ARTICLE 47
EXTRA COMPENSATION**

A. STIPENDS

| | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> |
|-------------------|----------------|----------------|----------------|
| 1. Head Custodian | \$2,142.00 | \$2,207.00 | \$2,273.00 |
| 2. Bus Driver | \$1,961.00 | \$2,020.00 | \$2,081.00 |

B. LONGEVITY

Employees shall be entitled to a longevity bonus based upon the following schedule:

| <u>YEARS OF SERVICE COMPLETED</u> | <u>2007-08</u> | <u>2008-09</u> | <u>2009-10</u> |
|--|-----------------------|-----------------------|-----------------------|
| Ten (10) | \$305 | \$314 | \$323 |
| Fifteen (15) | \$596 | \$614 | \$633 |
| Twenty (20) | \$901 | \$928 | \$956 |

C. BLACK SEAL LICENSE

A new employee must have a black seal license at the date of hire, or obtain one, at his or her own expense, within one year after hire. The Board may, at its option, extend the time to obtain the license for an additional year. The Board will pay the fee for the renewal license.

D. SPECIAL LICENSE

An employee who possesses a license in pesticide use, herbicide use, computer repair, refrigeration and air conditioning, phone system installation or repair, or as an exterminator and who the Board and/or its administrators and/or agents requests that the employees provide services to the district under such license shall be compensated at the following rate per license per year:

| | |
|---------|----------|
| 2007-08 | \$515.00 |
| 2008-09 | \$530.00 |
| 2009-10 | \$546.00 |

**ARTICLE 48
PAINTING**

All employees covered by Part IV of this Agreement shall perform painting work as assigned and painting shall be a part of the employee's job description. Painting assignments shall be made by the Business Administrator.

**SPRINGFIELD CUSTODIANS & MAINTENANCE
SALARY GUIDE 2007 - 2008**

| <u>Step</u> | | <u>Custodians</u> | | <u>Maintenance</u> |
|-------------|----|-------------------|----|--------------------|
| 1 | \$ | 33,209 | \$ | 35,419 |
| 2 | \$ | 33,709 | \$ | 35,919 |
| 3 | \$ | 34,227 | \$ | 36,438 |
| 4 | \$ | 34,854 | \$ | 37,021 |
| 5 | \$ | 35,621 | \$ | 37,832 |
| 6 | \$ | 36,405 | \$ | 38,668 |
| 7 | \$ | 37,212 | \$ | 39,528 |
| 8 | \$ | 38,037 | \$ | 40,377 |
| 9 | \$ | 38,885 | \$ | 41,227 |
| 10 | \$ | 39,745 | \$ | 42,088 |
| P | \$ | 40,335 | \$ | 42,678 |
| Q | \$ | 40,755 | \$ | 43,118 |
| P | \$ | 41,663 | \$ | 43,998 |
| O | \$ | 42,561 | \$ | 44,896 |
| N | \$ | 43,480 | \$ | 45,828 |
| M | \$ | 43,952 | \$ | 46,307 |
| L | \$ | 44,252 | \$ | 46,631 |
| K | \$ | 44,518 | \$ | 46,912 |
| J | \$ | 45,110 | \$ | 47,498 |
| I | \$ | 45,739 | \$ | 48,130 |
| H | \$ | 46,090 | \$ | 48,513 |
| G | \$ | 46,400 | \$ | 48,773 |
| F | \$ | 46,892 | \$ | 49,237 |
| E | \$ | 47,368 | \$ | 49,818 |
| D | \$ | 47,960 | \$ | 50,366 |
| C | \$ | 48,516 | \$ | 50,941 |
| B | \$ | 50,323 | \$ | 52,730 |
| A | \$ | 60,734 | \$ | 63,676 |

**SPRINGFIELD CUSTODIANS & MAINTENANCE
SALARY GUIDE 2008 - 2009**

| <u>Step</u> | | <u>Custodians</u> | | <u>Maintenance</u> |
|-------------|----|-------------------|----|--------------------|
| 1 | \$ | 34,504 | \$ | 36,714 |
| 2 | \$ | 35,004 | \$ | 37,214 |
| 3 | \$ | 35,522 | \$ | 37,733 |
| 4 | \$ | 36,149 | \$ | 38,316 |
| 5 | \$ | 36,916 | \$ | 39,127 |
| 6 | \$ | 37,700 | \$ | 39,963 |
| 7 | \$ | 38,507 | \$ | 40,823 |
| 8 | \$ | 39,332 | \$ | 41,672 |
| 9 | \$ | 40,180 | \$ | 42,522 |
| 10 | \$ | 41,040 | \$ | 43,383 |
| S | \$ | 41,555 | \$ | 43,898 |
| R | \$ | 42,145 | \$ | 44,488 |
| Q | \$ | 42,585 | \$ | 44,928 |
| P | \$ | 43,473 | \$ | 45,808 |
| O | \$ | 44,371 | \$ | 46,706 |
| N | \$ | 45,290 | \$ | 47,638 |
| M | \$ | 45,762 | \$ | 48,117 |
| L | \$ | 46,062 | \$ | 48,441 |
| K | \$ | 46,328 | \$ | 48,722 |
| J | \$ | 46,920 | \$ | 49,308 |
| I | \$ | 47,549 | \$ | 49,940 |
| H | \$ | 47,900 | \$ | 50,323 |
| G | \$ | 48,210 | \$ | 50,583 |
| F | \$ | 48,702 | \$ | 51,047 |
| E | \$ | 49,178 | \$ | 51,628 |
| D | \$ | 49,770 | \$ | 52,176 |
| C | \$ | 50,326 | \$ | 52,751 |
| B | \$ | 52,133 | \$ | 54,540 |
| A | \$ | 62,544 | \$ | 65,486 |

**SPRINGFIELD CUSTODIANS & MAINTENANCE
SALARY GUIDE 2009 - 2010**

| <u>Step</u> | | <u>Custodians</u> | | <u>Maintenance</u> |
|-------------|----|-------------------|----|--------------------|
| 1 | \$ | 35,954 | \$ | 38,164 |
| 2 | \$ | 36,454 | \$ | 38,664 |
| 3 | \$ | 36,972 | \$ | 39,183 |
| 4 | \$ | 37,599 | \$ | 39,766 |
| 5 | \$ | 38,366 | \$ | 40,577 |
| 6 | \$ | 39,150 | \$ | 41,413 |
| 7 | \$ | 39,957 | \$ | 42,273 |
| 8 | \$ | 40,782 | \$ | 43,122 |
| 9 | \$ | 41,630 | \$ | 43,972 |
| 10 | \$ | 42,490 | \$ | 44,833 |
| T | \$ | 42,945 | \$ | 45,288 |
| S | \$ | 43,460 | \$ | 45,803 |
| R | \$ | 44,050 | \$ | 46,393 |
| Q | \$ | 44,490 | \$ | 46,833 |
| P | \$ | 45,378 | \$ | 47,713 |
| O | \$ | 46,276 | \$ | 48,611 |
| N | \$ | 47,195 | \$ | 49,543 |
| M | \$ | 47,667 | \$ | 50,022 |
| L | \$ | 47,967 | \$ | 50,346 |
| K | \$ | 48,233 | \$ | 50,627 |
| J | \$ | 48,825 | \$ | 51,213 |
| I | \$ | 49,454 | \$ | 51,845 |
| H | \$ | 49,805 | \$ | 52,228 |
| G | \$ | 50,115 | \$ | 52,488 |
| F | \$ | 50,607 | \$ | 52,952 |
| E | \$ | 51,083 | \$ | 53,533 |
| D | \$ | 51,675 | \$ | 54,081 |
| C | \$ | 52,231 | \$ | 54,656 |
| B | \$ | 54,038 | \$ | 56,445 |
| A | \$ | 64,449 | \$ | 67,391 |

PART V – AIDES AND BUS DRIVERS

ARTICLE 49 WORK YEAR

- A. The work year for ten (10) month employees shall be between September 1 and June 30th.
- B. All ten (10) month employees may be scheduled to work according to the school calendar. Any ten (10) month employee required to work beyond the regular school year shall be paid at their appropriate per diem or hourly rate unless such hours are beyond their regular day or fall on a holiday, Saturday, or Sunday. In that case the rate of pay shall be in accordance with Article X.

ARTICLE 50 WORK WEEK, WORK HOURS, AND WORK LOAD

- A. The regular work day for instructional and non-instructional aides and bus aides shall be no more than seven (7) hours except on Friday or the last working day before a holiday or vacation period in which case the instructional and non-instructional aides may leave immediately following the students. The schedule for all aides shall be developed by administration.
- B. The regular workday for bus drivers shall be no more than eight (8) hours per day and the schedule shall be determined by the administration.
- C. All full-time instructional and non-instructional aides shall have a daily duty-free, unpaid lunch period equal to the length of the students lunch period at the particular school and may leave the building during this time.
- D. All full-time instructional aides and non-instructional aides, excluding bus aides, shall have a ten (10) minute break in the AM or PM assuming adequate coverage is provided.
- E. In the event of an unscheduled student dismissal, instructional aides not employed in any other capacity shall be allowed to leave immediately after such dismissal.
- F. In the event the normal opening of school is delayed for pupils because of an emergency, inclement weather, or other reason, instructional aides not employed in any other capacity will not be required to report more than fifteen (15) minutes before pupils.

ARTICLE 51 EMPLOYMENT PROCEDURES

- A. Each employee shall be placed on his/her proper step of the appropriate salary schedule at the beginning of the work year.
- B. Each employee must work one-half of their work year to receive one year's credit toward their next salary increment. "Work" shall include sick days, paid personal leave, and any other day when compensation is provided.
- C. On or before May 30th of each year, the Board shall provide to each employee covered by Part V of this Agreement either:

1. A written offer of a contract for employment for the next succeeding year providing for the terms and conditions of employment, but with such increases in salary and benefits as may be required by law or as set forth in the agreement between the Board and the Association;

— or —

2. A written notice that such employment will not be offered for the next succeeding school year.
3. Any employee who receives a notice of non-employment for the next succeeding school year may, within 10 days thereafter, in writing, request, from the Superintendent, a statement of reasons for such non-employment. Said statement shall be given to the employee in writing within 30 days of the receipt of such request.

ARTICLE 52 SENIORITY AND JOB SECURITY

- A. Seniority shall be defined as service in the school district and will include the following categories: instructional aide, non-instructional aide, and bus drivers.
- B. A seniority list shall be provided to the Association by November 1 or at the time of a contemplated Reduction in Force (RIF).
- C. Any reduction of positions shall be accomplished in the following manner:
 1. Employees shall exercise their total employment seniority to replace a less senior employee in the same job category.
 2. In the event that a vacancy occurs, a laid-off instructional or non-instructional aides or bus driver shall be entitled to recall thereto in the order of his/her job category seniority provided such vacancy occurs within 12 months of the lay-off.
 3. Notice of recall to work shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail, return receipt requested. Within seven (7) workdays from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not he/she desires to return to the work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.
 4. Any job offerings not within the same job, shift, hours, and days category of work may be offered to the individual, but shall not effect his/her status on the recall list.
- D. Seniority shall not be accumulated during the period of layoff. Upon recall, instructional and non-instructional aides and bus drivers shall have their accumulated seniority restored to the date of layoff.
- E. Recalled employees shall have all benefits restored including but not limited to vacation eligibility, step on guide, etc.

- F. All notices for job opportunities within the negotiating unit shall be posted in all work locations on the Association bulletin board at least seven (7) days before the closing date for applications. A copy of each such notice shall be sent to the Association.
- G. An employee shall only lose school district seniority if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district, or after eighteen (18) months from the date of layoff.

ARTICLE 53
SALARIES, OVERTIME, AND OTHER FORMS OF REMUNERATION

- A. Overtime for Bus Drivers covered by Part V of this Agreement shall be paid at the rate of time and one-half the hourly salary in accordance with the Fair Labor Standards Act. Overtime shall be assigned on a rotating and equalized basis based upon seniority and rotated beginning with the most senior employee.
- B. Bus Drivers who work on Sundays or holidays shall be paid time and one-half their hourly salary.
- C. Instructional and non-instructional aides shall not be required to serve as the school nurse.
- D. Instructional and non-instructional aides who are required to perform chaperone duty at extracurricular activities shall be paid at the same rate as teachers who perform chaperone duty.
- E. Any full-time instructional and non-instructional aides shall receive a full day's pay when they are required to work at least one-half of their particular workday and are then required to leave school because of an emergency school closing.
- F. As permitted by law, instructional and non-instructional aides who hold substitute or teacher certification shall be eligible for appointment as substitute teachers at the Board-approved rate of pay or the aide salary, whichever is higher, for the day of the assignment as a substitute should a regular substitute be unavailable for class. The Superintendent, or his or her designee, shall make such determination and the staff member shall serve wherever required.
- G. All expenses normally incurred for a field trip (*i.e.*, lodgings, tolls, gas, etc.) will be provided to the bus driver prior to the start of the trip.

ARTICLE 54
VOLUNTARY AND INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Employees who desire to transfer to another worksite for the next succeeding school year may file a written statement of such desire with the Superintendent. Such statement shall include the worksite or worksites to which he/she desires to be transferred in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than April 30th of the current school year.

- B. Notice of an involuntary transfer or reassignment shall be given to employees as soon as is practical, and except in cases of emergency, not later the close of schools in June.
- C. In the event that an employee objects to the transfer or reassignment, upon the request of the employee, the Superintendent shall meet with him/her. The employee may have an Association Representative(s) present at such meeting.
- D. A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Said employees may request the positions, in order of preference, to which they desire to be transferred. The Superintendent is not required to honor such request and the decision of the Superintendent shall be final, and not subject to the grievance procedure.

**ARTICLE 55
EMPLOYEE OBSERVATION/EVALUATION**

- A. Each Instructional Aide shall be observed at least once during each work year by a member of the Administration.
- B. Within two (2) days of each observation, the Instructional Aide shall receive a written report, and within five (5) days shall have a conference with the author of the report if the report is negative or reflects a need for improvement. Each observation cycle shall be completed before another cycle begins.
- C. Annually, each employee covered by Part V of this Agreement shall receive a written evaluation at the end of the each school year.
- D. Each employee shall have the right to attach a written statement of rebuttal to all written evaluations.
- E. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- F. An employee who receives a negative evaluation shall be provided a conference with his or her supervisor for the purpose of reviewing the evaluation. Any such employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator(s) two (2) days before any conference. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

**ARTICLE 56
JOB POSTING PROCEDURES**

- A. All district and unit vacancies shall be adequately publicized by the Superintendent in accordance with the following procedure:
 - 1. A notice shall be posted at each worksite, as far in advance as practicable, but no less than seven (7) workdays before the final date when applications must be

submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

2. Employees who desire to apply for a vacancy which may be filled during the summer vacation period shall submit their names and addresses where they can be reached during the summer to the Superintendent, together with the position(s) to which they desire to apply. The Superintendent shall notify such employees of any vacancies or new positions. Such notice shall be sent as far in advance as practicable, but no less than seven (7) days before the final date when applications must be submitted.

**ARTICLE 57
COMPENSATION FOR UNUSED SICK LEAVE**

- A. Upon completion of twenty-five years of service with the Board , 150 accumulated sick days and submission for retirement to the Public Employment Retirement System, an employee covered by Part V of this Agreement shall be compensated at the following rates for all unused accumulated sick leave:

| | <u>PER DAY</u> | <u>MAXIMUM</u> |
|---------|----------------|----------------|
| 2007-08 | \$15.45 | \$2,060.00 |
| 2008-09 | \$15.91 | \$2,122.00 |
| 2009-10 | \$16.39 | \$2,186.00 |

- B. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate within thirty (30) days after the Board is presented with a copy of the Death Certificate.

**ARTICLE 58
PROFESSIONAL DEVELOPMENT**

- A. Instructional Aides may apply to the Superintendent for permission to attend workshops or conferences related to their work assignment and which may or may not be scheduled during work time. If the Superintendent approves of the application, the Instructional Aide shall be reimbursed for the costs incurred. The Superintendent's decision is final and not subject to the grievance procedure.

**SPRINGFIELD Aides and
Bus Drivers
SALARY GUIDE 2007 - 2010**

| | Yrs of Service | 07/08 | 08/09 | 09/10 |
|--------------------|---------------------------|--------------|--------------|--------------|
| Aides | 0 - 3 | 14.34 | 14.87 | 15.52 |
| | 4 - 6 | 14.74 | 15.27 | 15.92 |
| | 7+ | 15.14 | 15.67 | 16.32 |
| Bus Drivers | 0 - 3 | 15.34 | 15.87 | 16.52 |
| | 4 - 6 | 15.74 | 16.27 | 16.92 |
| | 7+ | 16.14 | 16.67 | 17.32 |