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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

Between The

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

And

SPRINGFIELD TEACHERS ASSOCIATION

* * * * *

1970 - 1971

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PREAMBLE

WITNESSETH THAT:

WHEREAS, the Board of Education and its entire staff are dedicated to the important task of providing the best possible education for the children in its district; and

WHEREAS, satisfactory fulfillment of this responsibility requires a climate of mutual trust and dependability on the part of both the Board and its staff; and

WHEREAS, the parties hereto recognize that it is important for the Board and its staff to work together cooperatively, each within his respective sphere, as the guardian of the public trust reposed in them respectively

AGREEMENT

THIS AGREEMENT made this 11th day of March
Nineteen Hundred and Seventy (1970),

BY AND BETWEEN

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

hereinafter sometimes referred to as the "Board"

AND

SPRINGFIELD TEACHERS ASSOCIATION,

hereinafter sometimes referred to as the "Association"

In accordance with the provisions of the New Jersey Employer - Employee Relations Act, the Board of Education recognizes the Springfield Teachers Association for the purpose of professional negotiations as the exclusive representative for the following:

1. All certificated teaching personnel, dealing directly with children, under contract with the Board.
2. All certificated personnel in the Division of Special Services.
3. Guidance counselor, Science-Math Specialist, Librarians.

It is further understood that the following certificated personnel are specifically excluded from this recognition:

1. Superintendent
2. Assistant Superintendent
3. Director of Special Services
4. Principals
5. Assistant Principals

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 and is adopted with the thought that the continued improvement of education in Springfield may best be obtained in a climate of mutual trust and understanding.

GRIEVANCE PROCEDURES

INDIVIDUAL GRIEVANCE PROCEDURE

The Board of Education, the Superintendent of Schools and all school personnel in Springfield have as the common goal the development and maintenance of the best possible educational program. This goal can only be achieved when there exists an atmosphere of cooperation, mutual respect and good faith. It is recognized, however that in any organization involving employer-employee relations misunderstandings and disagreements may occasionally arise. To the end of providing an orderly procedure for settling these disagreements, where informal or verbal resolution has been found impossible, the following grievance procedure is established and must be followed in the prescribed sequential steps.

1. Any teacher who has a grievance shall discuss said grievance with his principal or immediate superior in an attempt to resolve the matter informally at that level.

A grievance to be considered under this procedure must be initiated by the teacher within 30 calendar days of its occurrence or within 30 calendar days after the employee would reasonably be expected to know of its occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five school days, he may set forth his complaint in writing to his building principal or immediate superior. The principal or immediate superior shall communicate his decision to the teacher in writing within five school days after receipt of a written complaint.

3. If the grievance is not resolved at that level the teacher, in writing, may appeal the principal's decision to the Superintendent of Schools. In no case shall the problem come to the Superintendent of Schools without prior knowledge of the principal.
4. Within one week from the receipt of the request for appeal, the Superintendent of Schools will call a hearing at which the teacher and the principal or immediate superior shall be present. The teacher may appear on his own behalf or designate not more than two other persons to appear with him or on his behalf. The identity of any persons to appear with him or on his behalf shall be disclosed in writing to the Superintendent of Schools at least two days prior to the hearing. The Superintendent of Schools shall at said hearing seek to secure all evidence pertinent to the question and will render his decision in writing no later than two weeks from the date of the hearing.
5. If the grievance is not settled after reaching the Superintendent of schools any teacher represented by the Springfield Teachers' Association may refer the matter to the Association for consideration.

If the Association determines that the grievance has or may have merit, it shall recommend that the grievance be heard before the Board of Education. The recommendation of the Association shall be interpreted to mean that the Association supports the teacher.

If the Association determines that the grievance is without merit, it will so advise the employee and a copy of its

findings shall be sent to the principal, Superintendent of Schools and the Board of Education.

An employee whose grievance has been determined to be without merit by the Association shall retain the right to appeal in writing to the Board of Education through the Superintendent of Schools.

6. If the grievance is not settled after reaching the Superintendent of Schools, the teacher may appeal in writing to the Superintendent of Schools that he present the grievance to the Board of Education. The Board of Education will review the proceedings and within four weeks after the date of the notice of appeal hold a hearing to review the matter. The Board of Education shall render its decision on the appeal within one month after the hearing.
7. If the aggrieved person is not satisfied with the decision of the Board of Education, or if no decision has been rendered within the time limit allowed, the grievant or the appropriate committee of the Springfield Teachers Association may request the appointment of a mutually acceptable mediator, such request to be made known to the Superintendent of Schools no later than 10 school days after the decision in writing of the Board of Education is received. If within 20 days there has been a failure to agree on a mutually acceptable mediator, the issue of determining a mediator shall be submitted to the American Arbitration Association. The selection of the mediator by the American Arbitration Association shall be binding on both parties.

The mediator selected shall confer with the representatives

of the Board of Education and the aggrieved person and/or his representatives in an attempt to resolve the issue. During this time the mediator shall be free to offer suggestions and opinions concerning ways to resolve the dispute. The procedure and time period shall be established by the mediator but shall not exceed 20 days. The costs for the services of the mediator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expense shall be paid by the party incurring the same.

If the aggrieved person has pursued his grievance beyond the level of the Superintendent of Schools without the support of the Association, he shall solely bear equally with the Board of Education, any costs incurred pursuant to his action beyond this level.

During all steps of the grievance procedure the teacher shall continue to work under the direction of the Superintendent and administrator until such grievance is ultimately determined.

GROUP GRIEVANCE PROCEDURE

Procedure for group grievance shall be the same as procedures for individual grievance.

SABBATICAL LEAVE

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

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 of Education unless after considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited.

- A. Any employee who has completed seven (7) or more years of continuous 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 year for the purpose of professional improvement through study and research. Such study shall be directly connected with his or her work in the school system.
- B. During the sabbatical year the employee shall continue in the status of a member of the staff of the Springfield Board of Education and shall receive in lieu of salary a sum equal to one-half of the salary to which the teacher would otherwise be entitled if not on leave, less such regular deductions 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 teachers in the regular employ of the school system.

- C. Application for sabbatical leave shall be made prior to December 15 of the school year previous to the year for which the leave of absence is desired. The purpose, date of application and length of service will be factors in determining the number of grants within the budgetary limits for that year. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments. The Board of Education shall give notice of the approval or rejection of the application for sabbatical leave no later than March 1 of the year previous to the year for which the leave is requested.

The employee's application for a sabbatical shall outline in detail the proposed professional study plan for administrative review.

- D. As a condition of sabbatical leave, the employee shall enter into a contract with the Board to continue in service for a period of at least two (2) years after the expiration of the leave of absence. Upon failure to continue in service as aforesaid, the employee shall be required to repay to 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.

- E. During any sabbatical leave, the employee shall agree not to engage

in any employment for remuneration without approval of the Superintendent and shall devote the major portion of his or her time and effort toward the purpose of the grant.

- F. No more than two (2) teachers shall be granted sabbatical leave during any given academic year.
- G. An employee on sabbatical leave shall notify the Superintendent in writing on or before March 1 of that year of his or her intention to return to duty. Failure to give such notification 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 therefrom. Such report is due prior to August 1 but in no event later than two months after the completion of the sabbatical program.
- H. Upon satisfactory completion of the sabbatical leave, the employee will be returned to service at a salary on the same basis as if he had rendered continued and satisfactory service in the school system during the interim.
- I. 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 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.
- J. If a teacher on sabbatical leave shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical leave to maternity

leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave.

- K. An employee shall not be eligible for an additional sabbatical leave until seven consecutive school years of service in the Springfield District.

TEACHER-ADMINISTRATION-BOARD COMMITTEE

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. If experience shows that the scope is too broad each party reserves the right to narrow it.
2. Foster a spirit of professional growth and develop a concept of mutual cooperation and understanding.

Members of this committee shall be individuals who represent the Board of Education, the Administration, and the Teachers.

The Board shall be represented by three 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 as selected by the faculty of that school. A Special Services representative shall be elected from within the Department of Special Services.

Duties of the Superintendent

- A. To convene meetings of the TAB Committee at the request of:
 1. The Teachers' representatives
 2. The Board representatives
 3. The Principals' representative
 4. The discretion of the Superintendent; with a suggested number of three meetings per year.
- B. To act as chairman at all meetings of the TAB Committee
- C. To prepare an agenda for each meeting in relation to the stated

purpose of the Committee

- D. To facilitate the preparation of said agenda all items should be directed to the Superintendent, and in all cases no later than 10 days prior to any scheduled TAB meeting.
- E. To notify each member of the TAB Committee in writing at least 5 days prior to the date of the meeting.

Duties of Committee Members

- A. To gather facts to provide for a complete understanding of each item to be discussed
- B. To discuss all tenable solutions to the items presented
- C. To reach a consensus among all Committee members
- D. To permit by mutual agreement an advisor for a particular meeting, only if the need arises. This advisor should be a member of the existing Board or an employee of the Board.
- E. To report findings and recommendations to their respective groups.

TEACHER-ADMINISTRATION-BOARD COMMITTEE

Formal amendments of the procedures of the TAB Committee as established by the Committee from time to time, shall immediately become a part of the contract.

LUNCH ROOM SUPERVISION - K-5 SCHOOLS

It is the goal of the Springfield Board of Education to hire additional aides for lunch room duty in the elementary schools. These aides shall be under the direct supervision of the principal of each school.

Teachers and Principals will share on a regularly scheduled basis the responsibility of being in the building in order to cover emergencies which might arise during the noon hour.

SALARY GUIDES

The teachers' guide, the nurses' guide and the supplementary compensation guide are annexed hereto as "Exhibit A", "Exhibit B", and "Exhibit C".

EXHIBIT "A"

SPRINGFIELD PUBLIC SCHOOLS
SPRINGFIELD, NEW JERSEYTEACHERS' SALARY GUIDE1970 - 1971

<u>Exp. Credits</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>6 Year</u>
0	7700	8500	9100
1	8025	8825	9425
2	8350	9150	9750
3	8700	9500	10100
4	9050	9850	10450
5	9400	10200	10900
6	9750	10550	11150
7	10100	10900	11500
8	10500	11300	11900
9	10900	11700	12300
10	11300	12100	12700
11	11700	12500	13100
12	12100	12900	13500
13	12500	13300	13900
14	12950	13750	14300
15	13400	14200	14700
16		14650	15200

Effective July 1, 1970

EXHIBIT "B"

SPRINGFIELD PUBLIC SCHOOLS
SPRINGFIELD, NEW JERSEY

NURSES' SALARY GUIDE

1970 - 1971

<u>Exp. Credits</u>	<u>Non Degree</u>	<u>Bachelor's Degree</u>	<u>Master's Degree</u>	<u>6 Year</u>
0	5750	5950	6450	6850
1	6000	6200	6700	7100
2	6250	6450	6950	7350
3	6500	6700	7200	7600
4	6750	6950	7450	7850
5	7000	7200	7700	8100
6	7250	7450	7950	8350
7	7525	7725	8225	8625
8	7800	8000	8500	8900
9	8075	8275	8775	9175
10	8350	8550	9050	9450
11	8625	8825	9325	9725
12	8900	9100	9600	10000

Effective - July 1, 1970

EXHIBIT "C"

SUPPLEMENTARY COMPENSATION

A. Florence Gaudineer School - Boys

The intramural program will continue as it now exists. The introduction of a minimum of one interscholastic sport shall start during the 1970-71 school year.

\$500 will be paid to each of two male instructors.

B. Florence Gaudineer School - Girls

The intramural program will continue as it now exists.

\$250 will be paid to each of two female instructors.

INSURANCE

The coverage for employees of the Board under Blue Cross, Blue Shield, Rider "J" and Major Medical Family Plan as presently in existence shall be continued during the term of this Agreement.

CONDITIONS OF PROFESSIONAL SERVICE

The Board and the Association agree as follows with respect to special conditions of professional service:

1. ILLNESS IN FAMILY

For absence due to serious illness of any relative living in the employee's immediate household or a mother and father full pay for not more than 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 absence shall be approved by the Superintendent.

2. PERSONAL BUSINESS

Absence for personal business shall be allowed by permission of the building Principal, and shall be with full pay for 2 days during any school year. The request shall be made a minimum of three days in advance unless an unforeseen emergency arises. The building Principal shall submit a written report to the Superintendent giving information on permissions granted.

3. MATERNITY LEAVE

- A. Any tenure employee of the Board of Education shall as soon as she is three months pregnant, apply to the Board for a leave of absence without pay to begin as soon as a suitable substitute is found, and in any event within eight weeks unless otherwise recommended by the Superintendent.
- The leave of absence shall extend for one year following the

birth of the child and as much longer as may be required, to terminate on the next succeeding September 1. The Board of Education will grant such leave of absence without pay.

In the event that normal condition attendant upon pregnancy and birth does not prevail, the employee may apply to the said Board for permission to return to her position prior to the termination of the period for which leave was granted.

Failure to apply for leave of absence when three months pregnant shall be considered as neglect of duty.

- B. Any non-tenure employee of the Board of Education must submit her resignation to the Board of Education through the Superintendent of Schools as soon as she is three months pregnant to become effective as soon as a suitable substitute can be found and in any event within eight weeks unless otherwise recommended by the Superintendent. Failure to give notification when three months pregnant shall constitute a neglect of duty.

SUCCESSOR AGREEMENT

The Board and the Association agree to commence collective negotiations regarding a successor agreement no later than October 1, 1970 by which time all proposals must be submitted. Both parties agree to meet at reasonable times and to negotiate in good faith.

1. Representatives of both the Board and the Association agree that their members shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.
2. All collective negotiations shall end on January 1, but may be mutually extended for 15 days.

DURATION

This Agreement shall be effective September 1, 1970 and shall continue in effect until June 30, 1971 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST:

BOARD OF EDUCATION OF THE
TOWNSHIP OF SPRINGFIELD,
COUNTY OF UNION

Secretary

by: _____

President

ATTEST:

SPRINGFIELD TEACHERS ASSOCIATION

Secretary

by: _____

President