4-0427

MOT CIRCULATE

AGREEMENT

between the

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

and

SPRINGFIELD TEACHERS ASSOCIATION

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1969 - 1970

Mrs. Audrey S. Rubon, secretary

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Roard of Education

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RECOGNITION

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.

- 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 of receipt of 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.
- 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.

- intendent 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 of the date of the notice of appeal hold a hearing to review the matter. The Board of Education shall render its decision of the appeal within one month of 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.

SALARY GUIDES

The teachers' and nurses! salary guide is annexed hereto as "Exhibit A" and "Exhibit B".

SPRINGFIELD PUBLIC SCHOOLS SPRINGFIELD, NEW JERSEY

TEACHERS' SALARY GUIDE 1969 - 1970

Exp. Credits	Bachelor's Degree	Bachelor's Degree + 30	Master†s Degree	6 Year
0	7100	7350	7600	<u>\$1</u> 00
1	7425	7675	7925	8425
2	7750	£000	8250	8750
3	8100	8350	£ 6 00	9100
4	6450	£700	3950	9450
5	8800	9050	9300	9300_
6	9150	9400	9650	10150
7	9500	9750	10000	10500
3	9850	10100	10350	10850
9	10200	10450	10700	11200
10	10550	10800_	11050	11550
11	10900	11150	11400	11900
12	11300	11500	11800	12250
13	11700	11350	12200	12600
14	12100	12200	12600	12950
15	12500	12550	13000	13300
16			13400	13650
17				*14000
18				*14350

The basic minimum will be \$7100. Teachers with less than four years' training will normally be one step below the four-year training level, until they reach the 12th step, where they will remain unless outstanding achievement and merit or other factors deem it advisable to let them go beyond that limit.

^{*}Doctorate required

SPRINGFIELD PUBLIC SCHOOLS SPRINGFIELD, NEW JERSEY

NURSES' SALARY GUIDE 1969 - 1970

Exp. Credits	Non Degree	Bachelor's Degree	Master's Degree	6 Year
0	5200	5400	5900	6300
1	5450	5650	6 <u>1</u> 50	6550
2	<i>5</i> 700	5900	6400	6800
3	5950	6150	6650	7050
4	6200	6400	6900	7300
5	6450	6650	7150	7550
6	6700	6900	7400	7800
7	6950	7150	7650	8050
<u> </u>	7200	7400	7900	8300
9	7450	7650	8150	8550
10	7700	7900	8400	8800
11	7950	\$150	£650	9050
12	<u> </u>	8400	<u>ී</u> 3900	9300

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, 1969 by which time all proposals must be submitted. Both parties agree to meet at reasonable times and to negotiate in good faith.

- 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 December 1, but may be mutually extended for 15 days.

DURATION

This Agreement shall be effective September 1, 1969 and shall continue in effect until June 30, 1970 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		
		by:		
	Secretary	President		
ATTEST:		SPRINGFIELD TEACHERS ASSOCIATION		
		by:		
	Secretary	President		