

## PREAMBLE

This agreement was entered into this 30th day of June, 1982, by and between the Board of Education of Mansfield Township, Warren County, New Jersey, hereinafter called the Board, and the Mansfield Education Association, hereinafter called the Association.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Mansfield Township Board of Education  
and  
Mansfield Education Association  
(Warren County)

X July 1, 1982 - June 30, 1984

ARTICLE I RECOGNITION

Pursuant to the provisions of Chapter 123, Public Laws of 1974, known as the New Jersey Employer-Employee Relations Act, the Board of Education does hereby recognize the Mansfield Education Association to be the exclusive representative for the unit consisting of:

1. Teachers
2. Teaching Specialists
  - a. Art Teacher
  - b. Physical Education Teacher
  - c. Music Teachers
  - d. Remedial Reading Teachers
  - e. Learning Disability Teacher Consultant
  - f. Speech Teacher
  - g. Resource Room Teacher
  - h. Enrichment Teacher
  - i. New titled teaching specialists will be added to the current list.
3. Librarians
  - a. Media Center Teachers
4. Nurses

And excluding all other personnel.

ARTICLE II GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a formal complaint that a dispute exists concerning the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the terms and conditions of public employment.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure:

1. If a grievance is not filed within a period of twenty (20) school days after its alleged occurrence, then in fact, the grievance cannot be filed.
2. All grievances shall be initiated in writing and shall proceed in writing through all levels. Responses and decisions at all levels shall also be in writing.
3. Since it is important that grievances be processed as rapidly possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the grievance procedure shall continue through the summer months as necessary to resolve the matter.

5. Level I

- a. The grievant shall first discuss the grievance with the Assistant Principal either directly or through the Association's designated representative(s).
- b. A decision will be rendered in writing within five (5) school days.

6. Level II

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within five (5) school days, request in writing a meeting with the Administrative Principal. Such meeting shall be convened within a ten (10) school day period after the receipt of said request by the Administrative Principal.

7. Level III

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no decision has been rendered within five (5) school days, request in writing a meeting with the Personnel Committee of the whole Board. Such meeting shall be convened within a fifteen (15) school day period after the receipt of said request by the Personnel Committee.

8. Level IV

- a. If the aggrieved person is not satisfied with the disposition of the grievance at Level III, or if no decision has been rendered within ten (10) school days, the grievant may, within five (5) school days, request in writing that the appropriate committee of the Association submit the grievance to arbitration. If the Committee of the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Written notice of submission to arbitration shall be sent to the Board of Education.
- b. Within ten (10) school days after such written notice of submission to arbitration is received, a request for a list of arbitrators may be made to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the representative of the Board, and the aggrieved person and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decisions shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commissions of an act prohibited by law, or which may violate, expand, subtract, or modify the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the aggrieved person and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator including per diem expenses, if any, and actual necessary travels, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

C. Rights of Teachers to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any participant in the grievance procedure by reason of such participation.

D. Rights of Administration and Board of Education to Representation:

Administrators and/or Board of Education members may be represented in any grievance procedure at his or their option by a representative selected by the Board of Education or Administration.

F. Miscellaneous:

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives.

ARTICLE III INSURANCE PROTECTION

- A. The insurance carrier will be recommended by the Teachers' Association.
- B. The employees of the Board of Education included in Article I will be offered family health insurance and major medical coverage under the State Health Benefits Program. The Board agrees to pay 100% of the cost during the 1982-83 contract year and 100% of the cost during the 1983-84 contract year for said coverage.
- C. The Board agrees to pay 100% of the cost during the 1982-83 and 1983-84 contract years for the Prescription Program as offered by Blue Cross, and mutually agreed upon by the Board of Education and the Teachers' Association. The employees of the Board of Education included in Article I will be offered this coverage for themselves and their dependents.
- D. The employees of the Board of Education included in Article I will be offered a Dental Plan Program (Program II-A) as described in the NJDSP with a cost not to exceed \$12.00 per month premium per employee, payable by the Board of Education. This plan applies only to the individual employee as defined; any additional costs in the premium will be borne by the employee. This applies to the 1983-84 contract year.

ARTICLE IV TUITION REIMBURSEMENT

- A. Reimbursement of tuition not to exceed ceiling of \$10,800 total faculty, with a limit of 9 credits per individual, approved by the Administrative Principal, upon receipt of tuition statement and minimum grade of "B" per calendar year, 1982-83, 1983-84.

ARTICLE V     TEMPORARY LEAVE OF ABSENCE

- A. Personal leave shall be granted with pay. Such leave shall be two (2) days per school year, non-cumulative, without specific reason stated to Administrative Principal prior to granting of leave, subject to 48 hour notice to Administration, and that those allowed days be utilized, if necessary, during the months, September through May, in that contract year. Personal days may be utilized in June with reason provided to Administration.
  
- B. Absence with full pay will be allowed for a total of three (3) days for each death in the event of death in the immediate family of the teacher. Immediate family will include spouse, children, parents, siblings, parents-in-law, siblings spouse, spouse siblings, grandparents, grandparents-in-law. Said days will be taken at the time of death.

ARTICLE VI     INCREMENTS FROM SALARY SCHEDULE

- A. All salary increases are based on meritorious service.
- B. The Board of Education may withhold the salary increase for inefficiency or other just cause.
- C. The affected employee may file a grievance under the established grievance procedure, including binding arbitration.
- D. An increment is defined as the dollar value between each level of experience credited per the salary schedule.



ARTICLE VII DIFFERENTIAL BETWEEN EDUCATION LEVELS

- A. The differential between educational levels as listed in the policy manual shall be \$400 between Bachelors and Bachelors Plus 30; \$425 between Bachelors Plus 30 and Masters; and \$450 between Masters and Masters Plus 30 or Doctors.
- B. The Board has the option to establish the starting salary at Step 0. The remaining steps of the salary schedule shall be mutually agreed to by both parties.

ARTICLE VIII      MANAGEMENT RIGHTS CLAUSE

- A. The Board of Education 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, in accordance with applicable laws and regulations:
1. To direct employees of the school district.
  2. To hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
  3. To relieve employees from duty because of lack of work or for other legitimate reasons.
  4. To maintain efficiency of the school district operations.
  5. To determine the methods, means, and personnel by which such operations are to be conducted.
  6. To establish reasonable work rules.
  7. To take whatever action may be necessary to carry out the operation of the school district in emergency situations.

ARTICLE IX LONGEVITY AND RETIREMENT

- A. Employees as defined in Article I shall receive an additional \$200 after 15 years experience in teaching, but not necessarily in Mansfield Township School District; retroactive to 1970 and payable upon completion of said 15th year. (Credited experience in Mansfield Township)
- B. The Board of Education will pay one hundred dollars (\$100) for each year of service in education to be paid at retirement to those of the professional staff as defined in Article I. Total dollars payable by the Board of Education per individual at retirement is \$2,500.00.

ARTICLE X     AGENCY SHOP

A. The Board of Education agrees to "Agency Shop" as defined under Chapter 477 NJSL - Representation fee, as follows:

1.a. Public employers, their representatives or agents are prohibited from:

- (1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act.
- (2) Dominating or interfering with the formation, existence or administration of any employee organization.
- (3) Discriminating in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage employees in the exercise of the rights guaranteed to them by this act.
- (4) Discharging or otherwise discriminating against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony under this act.
- (5) Refusing to negotiate in good faith with a majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit, or refusing to process grievances presented by the majority representative.
- (6) Refusing to reduce a negotiated agreement to writing and to sign such agreement.
- (7) Violating any of the rules and regulations established by the commission.

b. Employee organizations, their representatives or agents are prohibited from:

- (1) Interfering with, restraining or coercing employees in the exercise of the rights guaranteed to them by this act.
- (2) Interfering with, restraining or coercing a public employer in the selection of his representative for the purposes of negotiations or the adjustment of grievances.
- (3) Refusing to negotiate in good faith with a public employer, if they are the majority representative of employees in an appropriate unit concerning terms and conditions of employment of employees in that unit.
- (4) Refusing to reduce a negotiated agreement to writing and to sign such agreement.
- (5) Violating any of the rules and regulations established by the commission.

c. The commission shall have exclusive power as hereinafter provided to prevent anyone from engaging in any unfair practice listed in subsections a. and b. above. Whenever it is charged that anyone has engaged or is engaging in any such unfair practice, the commission, or any designated agent thereof, shall have authority to issue and cause to be served upon such party a complaint stating the specific unfair practice charges and including a notice of hearing containing the date and place of hearing before the commission or any designated agent thereof; provided that no complaint shall issue based upon any unfair practice occurring more than 6 months prior to the filing of the charge unless the person aggrieved thereby was prevented from filing such charge in which event the 6 months period shall be computed from the day he was no longer so prevented.

In any such proceeding, the provisions of the Administrative Procedure Act P.L. 1968, c.410(C.52:14B-1 et seq.) shall be applicable. Evidence shall be taken at the hearing and filed with the commission. If, upon all the evidence taken, the commission shall determine that any party charged has engaged or is engaging in any such unfair practice, the commission shall state its findings of fact and conclusions of law and issue and cause to be served on such party an order requiring such party to cease and desist from such unfair practice, and to take such reasonable affirmative action as will effectuate the policies of this act. All cases in which a complaint and notice of hearing on a charge is actually issued by the commission, shall be prosecuted before the commission or its agent, or both, by the representative of the employee organization or party filing the charge or his authorized representative.

d. The commission shall at all times have the power and duty, upon the request of any public employer or majority representative, to make a determination as to whether a matter in dispute is within the scope of collective negotiations. The commission shall serve the parties with its findings of fact and conclusions of law. Any determination made by the commission pursuant to this subsection may be appealed to the Appellate Division of the Superior Court.

The commission shall adopt such rules as may be required to regulate the conduct of representation elections, and to regulate the time of commencement of negotiations and of institution of impasse procedures so that there will be full opportunity for negotiations and the resolution of impasses prior to required budget submitted dates.

The commission shall have the power to apply to the Appellate Division of the Superior Court for an appropriate order enforcing any order of the commission issued under subsection c. or d. hereof, and its findings of fact, if based upon substantial evidence on the record as a whole, shall not, in such action, be set aside or modified; any order for remedial or affirmative action, if reasonably designed to effectuate the purposes of this act, shall be affirmed and enforced in such proceeding.

a. Notwithstanding any other provisions of law to the contrary, the majority representative and the public employer of public employees in an appropriate unit shall, where requested by the majority representative, negotiate concerning the subject of requiring the payment of all nonmember employees in the unit to the majority representative of a representation fee in lieu of dues for services rendered by the majority representative. Where agreement is reached it shall be embodied in writing and signed by the authorized representatives of the public employer and the majority representative.

b. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

c. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under proceedings established and maintained in accordance with section 3 of this act, a return of any part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and

conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative. The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

3. Where a negotiated agreement is reached, pursuant to section 2 of this act, a majority representative of public employees in an appropriate unit shall be entitled to a presentation fee in lieu of dues by payroll deduction from the wages or salaries of the employees in such unit who are not members of a majority representative; provided, however, that membership in the majority representative is available to all employees in the unit on an equal basis and that the representation fee in lieu of dues shall be available only to a majority representative that has established and maintained a demand and return system which provides pro rata returns as described in section 2(c). The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the majority representative. Such proceedings shall provide for an appeal to a board consisting of three members to be appointed by the Governor, by and with the advice and consent of the Senate, who shall serve without compensation but shall be reimbursed for actual expenses reasonably incurred in the performance of their official duties. Of such members, one shall be representative of public employers, one shall be representative of public employee organizations and one, as chairman, who shall represent the interest of the public as a strictly impartial member not having had more than a casual association or relationship with any public employers, public employer organizations or public employee organizations in the 10 years prior to appointment. Of the first appointees, one shall be appointed for 1 year, one for a term of 2 years and the chairman, for a term of 3 years. Their successors shall be appointed for terms of 2 years each and until their successors are appointed and qualified, except that any person chosen to fill a vacancy shall be appointed only for the unexpired term of the member whose office has become vacant. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

4. Any action engaged in by a public employer, its representatives or agents, or by an employee organization, its representatives or agents, which discriminates between nonmembers who pay the said representation fee and members with regard to the payment of such fee other than as allowed under this act, shall be treated as an unfair practice within the meaning of subsection 1(a) of subsection 1(b) of this act.

5. Payment of the representation fee in lieu of dues shall be made to the majority representative during the term of the collective negotiation agreement affecting such nonmember employees and during the period, if any, between successive agreements so providing, on or after, but in no case sooner than the thirtieth day following the beginning of an employee's employment in a position included in the appropriate negotiations unit, and the tenth day following reentry into the appropriate unit for employees who previously served in a position included in the appropriate unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in

such unit from a reemployment list. For the purposes of this section, individuals employed on a 10 month basis or who are reappointed from year to year shall be considered to be in continuous employment.

6. The commission may promulgate rules or regulations to effectuate the purposes of this act.

ARTICLE XI NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin as directed in the timetable for negotiations in accordance with the rules and regulations of PERC. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.



ARTICLE XII DURATION OF AGREEMENT

- A. The Board and the Association recognize that, with the passage of time, the words "working conditions and terms of employment" as used in Chapter 123, Public Laws of 1974 of New Jersey, will become clarified and defined, and hereby declare their mutual intent not to limit necessarily or indefinitely, negotiable areas to those included in this agreement.
- B. This agreement shall become effective as of July 1, 1982, and shall continue in effect until June 30, 1984.

MANSFIELD TOWNSHIP BOARD OF EDUCATION

MANSFIELD EDUCATION ASSOCIATION

Andrew A. Andriak President  
Helena L. Binder Secretary

Joyce M. McCatchin President  
Anne Diehl Secretary

SALARY SCHEDULE

1982-1983

<u>Years Experience Credited in Mansfield Twp.</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30/ Doctors</u>
0	12,450	13,230	13,655	14,105
1	13,230	13,630	14,055	14,505
2	13,630	14,030	14,455	14,905
3	14,030	14,430	14,855	15,305
4	14,430	14,830	15,255	15,705
5	14,830	15,230	15,655	16,105
6	15,255	15,655	16,080	16,530
7	15,680	16,080	16,505	16,955
8	16,130	16,530	16,955	17,405
9	16,580	16,980	17,405	17,855
10	17,055	17,455	17,880	18,330
11	17,530	17,930	18,355	18,805
12	18,030	18,430	18,855	19,305
13	18,530	18,930	19,355	19,805
14	19,055	19,455	19,880	20,330
15	19,580	19,980	20,405	20,855
16	20,130	20,530	20,955	21,405
17	21,655	22,055	22,480	22,930
		22,565	22,990	23,440
			23,500	23,950

Part-time teacher's salary will be prorated based on years of experience credited in Mansfield Township and number of days employed per week.

SALARY SCHEDULE

1983-1984

<u>Years Experience Credited in Mansfield Twp.</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30/ Doctors</u>
0	13,700	14,113	14,538	14,988
1	14,138	14,538	14,963	15,413
2	14,563	14,963	15,388	15,838
3	14,988	15,388	15,813	16,263
4	15,413	15,813	16,238	16,688
5	15,838	16,238	16,663	17,113
6	16,313	16,713	17,138	17,588
7	16,788	17,188	17,613	18,063
8	17,313	17,713	18,138	18,588
9	17,838	18,238	18,663	19,113
10	18,413	18,813	19,238	19,688
11	18,988	19,388	19,813	20,263
12	19,613	20,013	20,438	20,888
13	20,238	20,638	21,063	21,513
14	20,913	21,313	21,738	22,188
15	21,588	21,988	22,413	22,863
16	22,313	22,713	23,138	23,588
17	23,513	23,913	24,338	24,788
		24,513	24,938	25,388
			25,538	25,988

Part-time teacher's salary will be prorated based on years of experience credited in Mansfield Township and number of days employed per week.