

AGREEMENT

between

**BOARD OF EDUCATION, MANSFIELD TOWNSHIP,
WARREN COUNTY**

- and -

MANSFIELD EDUCATION ASSOCIATION

JULY 1, 2003 THROUGH JUNE 30, 2006

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AGREEMENT between BOARD OF EDUCATION OF MANSFIELD TOWNSHIP and
MANSFIELD EDUCATION ASSOCIATION

PREAMBLE

This agreement was entered into August 14 of 2003 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:

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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 full-time and part-time certificated staff in the bargaining unit consisting of:

1. Teachers
2. Teaching Specialists
 - a. Art Teacher
 - b. Physical Education Teacher
 - c. Music Teacher
 - d. Remedial Reading Teacher
 - e. Learning Disability Teacher Consultant
 - f. Speech Teacher
 - g. Resource Room Teacher
 - h. Enrichment Teacher
 - i. School Social Worker
 - j. Gifted and Talented Teacher
 - k. School Psychologist
 - l. Occupational Therapist
 - m. New titled teaching specialists will be added to the current list
3. Librarians
 - a. Media Specialists
4. Nurses

And excluding all other personnel.

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ARTICLE II – GRIEVANCE PROCEDURE

A. Definition

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. It is expressly understood, however, that disputes concerning terms and conditions of employment governed by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Level III herein; rather, such disputes shall be referred to the appropriate forum, if any. The foregoing sentence should not be construed as limiting the Association from pursuing such disputes in a forum that would otherwise be appropriate. Furthermore, disputes involving the discipline of employees covered by this Agreement, both tenured and non-tenured shall be governed by the appeal procedure set forth in Title 18A and other applicable statutes and regulations. It is further understood that this grievance procedure cannot be invoked to obtain any manner or any result which the Association raised or could have raised at the bargaining table during the negotiations that led to this Agreement.

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 thirty (30) calendar days after its alleged occurrence or after the grievant’s awareness of its alleged occurrence, then in fact the grievance will be deemed abandoned and cannot thereafter be filed in any forum whatsoever.

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2. All grievances shall be initiated in writing and shall proceed in writing through all levels. To be effective, such written grievances must set forth all reasonable detail, the facts underlying the grievance, the specific violations(s) at issue, the relief sought, and a reasonably detailed statement of the reasons why the decisions rendered below (if any) are claimed to be unsatisfactory to the aggrieved person. Responses and decisions at all levels shall also be in writing.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. In the event that 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 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 grievance is not satisfactorily resolved at Level I, the aggrieved person may request in writing a meeting with the Superintendent. To be timely and effective, the writing must be filed within ten (10) school days after receipt (or after the due date) of the Level I decision. Such meeting shall be convened within ten (10) school days after receipt of said request by the Superintendent. A decision will be rendered in writing within ten (10) school days after such meeting.

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7. Level III

If the grievance is not satisfactorily resolved at Level II, the aggrieved person may request in writing a meeting with the Personnel Committee of the whole Board. To be timely and effective, the writing must be filed within ten (10) school days after receipt (or after the due date) of the Level II decision. Such a meeting shall be commenced within fifteen (15) school days after receipt of said request by the Personnel Committee. A decision will be rendered in writing within ten (10) school days after such meeting.

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 ten (10) 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 Public Employees Relations Committee (PERC). The parties shall then be bound by the rules and procedures of PERC 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 the hearings, or if oral hearings have been waived, then from the date of the final statement and proofs on the issues are submitted to him. The arbitrator's decision 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 decision which requires the commission of an act prohibited by law, or which may violate, expand, subtract or modify the terms of this

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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/her or their option by a representative selected by the Board of Education or Administration.

E. Miscellaneous

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

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ARTICLE III – INSURANCE PROTECTION

A. The employees of the Board of Education included in Article I will be offered family health insurance and major medical coverage. The Board agrees to pay 100% of the cost of said coverage. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments of the Mansfield Education Association. The coverage benefits of any new carrier must be equal to or better than the coverage benefits of the State Health Benefits Program (SHBP).

B. The employees (and their dependents) of the Board of Education included in Article I will be offered a prescription drug plan. The Board agrees to pay 100% of the cost of said coverage for tenured employees and single coverage for non-tenured employees. The co-pay will be ten dollars (\$10.00) for generic and fifteen dollars (\$15.00) for brand at the pharmacy and for mail-in, five dollars (\$5.00) for generic and five dollars (\$5.00) for brand name prescription drugs. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments of the Mansfield Education Association. The coverage benefits of any new carrier must be equal to or better than the coverage benefits of the BENERX, National Prescription Administrators Plan.

C. The employees (and their dependents) of the Board of Education included in Article I will be offered a dental plan program. The Board agrees to pay 100% of the cost of said coverage for tenured employees and single coverage for non-tenured employees. The final decision as to selection of carrier will be the Board's prerogative after extending consideration to the suggestions and comments of the Mansfield Education Association. The coverage benefits of any new carrier must be equal to or better than the coverage benefits of the Delta Dental Plan, Inc.

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D. Full prescription and dental coverage is available to non-tenured employees at their own expense (through the carriers selected by the Board.) Non-tenured employees will become eligible for full coverage the year tenure is granted.

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ARTICLE IV - TUITION REIMBURSEMENT

Bargaining unit employees shall be entitled to reimbursement of tuition upon the following conditions:

1. Approval of the proposed course(s) of study by the Superintendent, prior to course registration;
2. Employee must present written evidence of amount of tuition and achievement of a minimum grade of "B."
3. The maximum rate of reimbursement will be the per credit rate of the New Jersey State/University tuition at the beginning of each semester not to exceed 12 credits.
4. Ceiling of \$22,500 for each year of the contract. If the ceiling is reached in any one year of this contract, the Board will increase the ceiling by ten percent (10%) for the following year. Notwithstanding the foregoing, if the particular institution utilizes a pass-fail grading system, the employee must first make the Superintendent aware of same when submitting the course for approval. If the Superintendent approves the course, such approval will entitle the employee to reimbursement upon presentation of written evidence of achievement of a "pass" grade.

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ARTICLE V – TEMPORARY LEAVE OF ABSENCE

A. Personal leave shall be granted with pay. Such leave shall be three (3) days per school year, without specific reason stated to the Superintendent prior to granting of leave, subject to 24 hours notice to Administration, and that those allowed days be utilized, if necessary, during the months, October through May, in that contract year. Notwithstanding the foregoing, personal days may be utilized in September and June with reason provided in advance to, and upon prior approval from, Administration. No employee will be allowed to use personal days to extend a holiday period. During each year of this contract, any unused personal days will be added to the employee's accumulated sick leave.

B. Absence with full pay will be allowed for a total of five (5) days for each death in the event of death in the immediate family of the teacher. Immediate family will include: spouse, parents, children, and persons permanently residing in the employee's household. In addition to the foregoing, absence with full pay will be allowed for a total of three (3) days for each death in the event of the death of a teacher's siblings, parents-in-law, siblings-in-law, grandparents, and grandparents-in-law. Said days will be taken at the time of death.

C. Employees desiring permission from the Superintendent for paid leave to attend job-related meetings shall submit such requests in writing sufficiently in advance to permit the Superintendent to review such requests with the Board of Education, if he/she so elects, prior to the date of the requested paid leave. Determinations of the Superintendent concerning the number of such paid leaves and concerning whether such leaves are job-related, shall be rendered as a value judgment in the exercise of the Superintendent's managerial discretion. Any rejection shall be submitted in writing to said employee with reasons stated.

D. In accordance with N.J.S.A. 18A:30-2, all employees governed by this Agreement who are steadily employed by the Board of Education or who are protected by tenure in

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their office, position, or employment under the provisions of Title 18A or any other law, except persons in the classified service of the civil service under Title II, Civil Service, shall be allowed sick leave with full pay for ten (10) days in any school year.

E. In the event of illness in the immediate family that creates an emergency situation, any employee may use up to four (4) days per school year with full pay without reference to sick leave. Immediate family is here defined as parents, spouse, and own children. Other family relationships are to be determined by the Superintendent.

F. To be eligible for a salary increment, an employee must work a minimum of ninety (90) days of the school year that leave commences or terminates.

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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. No employee covered by this contract shall be disciplined without just cause.
- C. The affected employee may file a grievance under the established grievance procedure, but any such grievance shall not be processed beyond Level III.
- D. An increment is defined as the dollar value between each level of experience credited per the salary schedule.

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ARTICLE VII – DIFFERENTIAL BETWEEN EDUCATION LEVELS

- A. The differential between education levels as listed in the policy manual shall not be less than \$500.00.
- B. The Board has the option to establish the starting salary at Step 1. With regard to the remaining steps, the Association and the Board shall mutually prepare the recommended guides.

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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 the 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.

B. In the exercise of the foregoing rights, the adoption by the Board of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the laws and judicial decisions of the State of New Jersey and of the United States. The foregoing rights are by no means exhaustive but illustrative of the Board's extensive managerial prerogatives.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under Title 18A or other National, State, County, or local laws, ordinances or policies.

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ARTICLE IX – LONGEVITY AND RETIREMENT

A. Bargaining unit employees shall be entitled to annual longevity payments depending upon years of experience credited in Mansfield Township. Bargaining unit members hired as of September, 1997, will accrue credits towards longevity based upon their years employed in Mansfield Township School District. During the 13th and 14th years, the annual longevity payment shall be \$250.00. During the 15th through 19th years, the annual longevity payment shall be \$500.00. During the 20th through 24th years, the annual longevity payment shall be \$1,450.00. During the 25th through 29th years, the annual longevity payment shall be \$1,700.00. During the 30th through 34th years, the annual longevity payment shall be \$2,200.00. During the 35th year and beyond, the annual longevity payment shall be \$2,700.00.

B. Bargaining Unit employees shall be entitled to a retirement payment according to one of the options below. The Bargaining Unit Member must notify the Board of the option chosen by the retirement date detailed in the plans below.

OPTION A

Bargaining Unit members shall be entitled at retirement to payment of an amount equal to \$150 for each year of service in education with no monetary cap. For the purposes of this plan, the word “retirement” shall be utilized within the meaning of the Teachers’ Pension and Annuity Fund Law, except that it shall not include “deferred retirement” within the meaning of N.J.S.A. 18A:66-36. It is the responsibility of the individual unit member to notify the Board of his/her intent to retire no later than January 15th of the year preceding retirement. If in an emergency situation the unit member decides to retire after the January 15th notification date, s/he shall be paid in two (2) fiscal years from the current fiscal year.

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OPTION B

Bargaining Unit members shall be entitled at retirement to payment equal to \$175 for each year of service in Mansfield township School District and \$25 for every unused day of accumulated sick leave. For the purposes of this plan, the word “retirement” shall be utilized within the meaning of the Teachers’ Pension and Annuity Fund Law, except that it shall not include “deferred retirement” within the meaning of N.J.S.A. 18A:66-36. It is the responsibility of the individual unit member to notify the Board of his/her intent to retire no later than January 15th of the year preceding retirement. If in an emergency situation the unit member decides to retire after the January 15th date for notification, s/he shall be paid in two (2) fiscal years from the current fiscal year.

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ARTICLE X – AGENCY SHOP

A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association and shall remit the monies collected to the Association once a month, not later than the 15th of the month.

B. With respect to representation fee deductions, the Association shall indemnify, defend, and hold the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board pursuant to the provisions of the Article, provided that:

1. 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 the paragraph; and

2. It is expressly understood that the 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 or the Board's imperfect execution of the obligations imposed upon it by this Article.

C. Effective September 1, 1984, any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of reentry into employment within the unit shall pay a representation fee to the Association by automatic payroll deduction.

D. Representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees, and assessments. The Association entitlement to the representation fee shall continue beyond the termination

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date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.

E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) (c) and (3) (L. 1979.c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making such deductions.

G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

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ARTICLE XI - NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a 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 Association, and be adopted by the Board.

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ARTICLE XII – NO STRIKE PLEDGE

The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting on its behalf will cause, authorize, condone, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful, and proper performance of the employee's duties of employment,) work stoppage, slow down or walkout. The Association agrees that such action would constitute a material breach of this Agreement.

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ARTICLE XIII – SEPARABILITY AND SAVINGS

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement, or any application thereof to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative except to the extent allowable by law, but all other provisions shall not be affected thereby and shall continue in full force and effect.

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ARTICLE XIV – FULLY BARGAINED PROVISIONS

A. 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 collective negotiations. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law in the area of collective negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain or negotiate with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement.

B. 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.

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ARTICLE XV – MISCELLANEOUS

A. When an employee is asked by the Board of Education and/or Administration to provide homebound instruction, he/she shall be compensated at the rate of twenty-five dollars (\$25.00) per hour for each year this Agreement is in effect.

B. Any employee who is required by the Board or the Administration to drive to employment-related activities which take place away from the school building shall be compensated at the IRS rate per mile for the use of his/her own automobile, in accordance with existing voucher procedures.

C. Curriculum work will be compensated at the rate of \$30/hour. This stipend also will be available to those employees who provide approved after school professional development workshops at Mansfield Township School. Employees will receive a stipend to attend required summer workshops.

D. Certified staff members will be scheduled such that each employee will receive a daily preparation period of forty minutes of non-pupil contact time. This will pertain to the regular 7-hour workday. If an employee is required to supervise a class during his regularly scheduled preparation period and does not receive an equivalent preparation period at some other time during the day, he shall be compensated \$25.00 for such period.

E. Employees may be required to remain after the end of the regular 7-hour working day for the purpose of attending faculty or other professional meetings no more than 2 days per month. Such meetings shall begin after the 7-hour workday and be held no more than 1 hour from the end of said schedule.

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F. The Board agrees to maintain, during the term of this Agreement, the existing practices regarding Association use of the building, Association distribution of materials in teachers' mailboxes, and Association use of office equipment. Additionally, the Association shall be permitted to utilize a photocopying machine. All of the above shall be contingent upon the prior approval of the Superintendent or his/her designee.

G. The President of the M.E.A. shall have one additional planning period per week during his/her term in office to conduct Association business.

H. The Superintendent of Mansfield Township School district will advise all employees of available positions as they occur by public posting of said positions on school premises.

I. The length of the working year for the employees governed by this Agreement shall be 185 days.

J. Employees governed by this Agreement shall be granted a half day off with pay before Thanksgiving, Winter Recess (December,) and Easter.

K. The 178th and 179th student days shall be ½-student contact days. Employees governed by this Agreement shall remain on the premises and perform their administrative duties and tasks until the end of the normal working day.

L. Employees will be on the job at least five minutes before the students are dismissed from their buses and until all students are loaded on the buses and the last bus leaves the parking lot. The length of the working day for employees covered by this Agreement is seven hours. A sample school day follows:

8:25 a.m.	Employees report
8:30 a.m.	Students dismissed from buses
3:15 p.m.	Buses are called
3:25 p.m.	Employees depart

M. It is expected that in-service days and the ½ student days (178 and 179) will end at 3:00 p.m.

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N. Employees may individually elect to have a percentage of their monthly salary deducted from their pay and deposited within three (3) days after each pay period by the Board of Education Secretary to Tri-Co Credit Union.

O. A certified staff member will receive \$30.00 per hour for Summer Curriculum work which is done under the direction and supervision of Administration.

P. Employees covered by this Agreement will have a duty free lunch of at least thirty (30) minutes.

Q. The Board will provide a copy of this signed Agreement to all employees covered by this Agreement.

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ARTICLE XVI – PROFESSIONAL DEVELOPMENT

- A. In each year of this contract, the Board will provide in-service professional development experiences that will assist the teaching staff in attaining the required 100 hours of continuing education.
- B. Teachers will also be eligible to attend out-of-district workshops, training seminars, and conferences related to their Professional Improvement Plans. All such workshops, training seminars, and conferences must be approved by the administration prior to registration.
- C. Approved out-of-district professional development workshop, training seminar, and conference registrations and mileage will be reimbursed by the Board upon presentation of a signed voucher accompanied by receipts and administrative approval forms.
- D. Registrations for approved out-of-district workshops, training seminars, and conferences may be prepaid by the Board if submitted in a timely manner.
- E. Such days shall be considered professional.

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ARTICLE XVII – SALARY SCHEDULE

Each 10-month employee shall be paid in 20 equal semi-monthly installments. The salary schedules for each school year covered by this contract (July 1, 2003 to June 30, 2006) applicable to certified personnel in the Mansfield Township School District are attached to this agreement.

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ARTICLE XVIII – DURATION OF AGREEMENT

The terms of this Agreement shall be from July 1, 2003 through June 30, 2006 and from year to year thereafter, subject to a written notice from either party to the other of the desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred and thirty-five (135) days prior to the Board's required budget submission date, pursuant to Public Employment Relation Commission regulation section 19:12-2.1.

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

ATTEST:

MANSFIELD TOWNSHIP BOARD
OF EDUCATION

BY: _____

ATTEST:

MANSFIELD EDUCATION
ASSOCIATION

BY: _____

