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RUTGERS UNIVERSITY

PREAMBLE

This Agreement was entered into this 2nd day of September 1976,
by and between the Board of Education of Mansfield Township, the Town of Fort
Murray, 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:

Warren County

9/1/76 - 6/30/78

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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 being satisfied that the Mansfield Education Association has submitted sufficient proof of the fact that a majority of the teachers have designated their organization as their choice to be the exclusive representative for the collective negotiation concerning the employees in said unit, the Board of Education does hereby recognize the Mansfield Education Association to be said exclusive representative for said unit consisting of:

1. Teachers
2. Teaching specialists
 - a. Art teacher
 - b. Physical Education teacher
 - c. Music teacher
 - d. Remedial Reading teacher
 - e. L. D. T. C.
 - f. Speech teacher
3. Librarians
4. Nurses

All other classes of personnel are excluded.

ARTICLE II GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or a group of teachers.
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 claim.

B. Procedure

1. All grievances shall be initiated and shall proceed in writing through all levels. Responses and decisions at all levels shall also be in writing.
2. 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.
3. 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, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
4. Level One
A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
5. Level Two
If the aggrieved person is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within five (5) school days after the decision at Level 1, or ten (10) school days after the grievance was presented, request in writing, a meeting with the Personnel Committee of the Board of Education. Such meeting shall be convened within a ten (10) school day period after the receipt of said request by the Board.
6. Level Three
 - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level 2, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may, within five (5) school days after the decision at Level 2, or within fifteen (15) calendar days after the grievance was received by the Personnel Committee of the Board, request in writing that the appropriate committee of the Association submit his 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.

b. Within ten (10) school days after such written notice of submission to arbitration is received, the Board and the aggrieved person shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. 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 representatives of the Board and the aggrieved person and hold hearings promptly and shall issue his decisions 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 the final statements 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 decisions which require the commission of an act prohibited by law or which is violative of 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 travel, 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 same.

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 views 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. Miscellaneous

1. Decisions rendered at Level 1 which are unsatisfactory to the aggrieved persons and all decisions rendered at levels 2 and 3 of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to the aggrieved persons and the Association.
2. 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, included in Article I, of the Board of Education will be offered health insurance and major medical coverage under the State Health Benefits Program on an individual basis. The Board agrees to pay \$ 150.00 for the 1976-77 and \$ 225.00 for 1977-78 of the cost of family plan health insurance.

ARTICLE IV EDUCATIONAL IMPROVEMENT

A. Maximum reimbursement up to \$ 300.00 per contract year, upon proof of matriculation into a graduate program either through the Masters Level or beyond, or up to \$ 200.00 for graduate level courses approved by the Administrator, payable upon proof of satisfactory completion of course or courses.

ARTICLE V TEMPORARY LEAVE OF ABSENCE

- A. Personal leave shall be granted with pay. Such leave shall be 2 days per school year, non cumulative with reason stated.
- B. Absence with full pay will be allowed for a total of five (5) days in the event of death in the immediate family of the teacher. Immediate family will include spouse, children, parents, siblings, and parents - in- law.

ARTICLE VI INCREMENTS FROM SALARY GUIDE

- A. All increments are to be based on meritorious service.
- B. The Board of Education may withhold the employment increment for inefficiency or other just cause.
- C. The affected employee may file a grievance under the established grievance procedure, including binding arbitration.

ARTICLE VII DIFFERENTIAL BETWEEN EDUCATIONAL LEVELS

- A. The differential between educational levels as listed in the policy manual shall be \$ 375.00 between Bachelors and Bachelors Plus 30; \$ 375.00 between Bachelors Plus 30 and Masters; and \$ 375.00 between Masters and Masters Plus 30 or Doctors.

ARTICLE VIII NEGOTIATION OF SUCCESSOR AGREEMENT

- A. 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 FERC. Any agreement so negotiated shall apply to all teachers, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE IX 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 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 September 1, 1976 and shall continue in effect until June 30, 1978.

Mansfield Township Board of Education

Mansfield Education Association

President

President

Secretary

Secretary

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SALARY SCHEDULE FOR 1976-77

Step	Bachelors	Bachelors + 30	Masters	Masters + 30 Doctors
1	10160	10535	10910	11285
2	10472	10847	11222	11597
3	10796	11171	11546	11921
4	11077	11452	11827	12202
5	11463	11838	12213	12588
6	11858	12223	12598	12973
7	12233	12608	12983	13358
8	12742	13117	13492	13867
9	13132	13507	13882	14257
10	13641	14016	14391	14766
11	14150	14525	14900	15275
12	14683	15258	15633	16008
		15787	16162	16537
			16630	17065

A. All faculty members will receive salary increases as follows for the 1976-77 contract year:

- * Up to and including 5 years credited experience 7%
- 6 - 10 years credited experience 6%
- 11 years and over credited experience 5%

B. Present faculty members will be credited with a year's service for the school year 1976-77.

C. Faculty members who were at Step 6, etc. for 1975-76 will remain at Step 6, etc. Step number indicates 2 years less than the number of years experience credited. For example, Step 6 indicates 8 years credited experience. New faculty members will be placed accordingly.

D. The Board will establish salaries for new faculty members with no experience lower than those for faculty members with one year's experience.

1. Teachers with no experience \$ 9350 on Bachelor's level.
2. Teachers with one year's experience \$ 9603 on Bachelor's level.
3. Teachers with two year's experience \$ 9871 on Bachelor's level.

*Credited experience in the Mansfield Township School District.

SALARY SCHEDULE FOR 1977-78

Step	Bachelors	Bachelors + 30	Masters	Masters+ 30 Doctors
1	10973	11348	11723	12098
2	11310	11685	12060	12435
3	11552	11927	12302	12677
4	11852	12227	12602	12977
5	12265	12640	13015	13390
6	12677	13052	13427	13802
7	13089	13464	13839	14214
8	13507	13882	14257	14632
9	13920	14295	14670	15045
10	14459	14834	15209	15584
11	14999	15374	15749	16124
12	15776	16151	16526	16701
		16734	17109	17484
			17691	18066

- A. All faculty members will receive salary increases as follows for the 1977-78 contract year:
- * Up to and including 5 years credited experience 8%
 - 6 - 10 years credited experience 7%
 - 11 years and over credited experience 6%
- B. Present faculty members will be credited with a year's service for the school year 1977-78.
- C. Faculty members who were at Step 6, etc. for 1976-77 will remain at Step 6 etc. Step number indicates 3 years less than the number of years experience credited. For example, Step 6 indicates 9 years credited experience. New faculty members will be placed correspondingly.
- D. The Board will establish salaries for new faculty members without experience lower than those for faculty members with one year's experience.
1. Teachers with no experience \$ 9850 on Bachelor's level.
 2. Teachers with 1 year experience \$ 10093 on Bachelor's level.
 3. Teachers with 2 years experience \$ 10371 on Bachelors level.
 4. Teachers with 3 years experience \$ 10661 on Bachelors level.

* Credited experience in the Mansfield Township School District.