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RUTGERS UNIVERSITY

AGREEMENT

Between

BOARD OF EDUCATION OF MANSFIELD TOWNSHIP, WARREN COUNTY

-and-

MANSFIELD EDUCATION ASSOCIATION

JULY 1, 1984 THROUGH JUNE 30, 1986

DAVID A WALLACE



# MANSFIELD TOWNSHIP BOARD OF EDUCATION

MRS. HELEN L. BINDER, SECRETARY ROUTE 1, BOX 192 ● PORT MURRAY, NEW JERSEY 07865

MESSAGE	REPLY
Public Employment Relations Comm.	DATE
429 E. State Street	
Trenton, NJ 08608	
DATE October 23, 1984	
Gentlemen:	
Enclosed is copy of negotiated	
contract for 1984-86 for your records.	
Alen R. Binder	
(Mrs.)Helen L. Binder	
Board Secretary/Business Manag	ger
BY	SIGNED
Item # N-N73 <sup>©</sup> Wheeler Group Inc.	
INSTRUCTIONS TO SENDER.  I, KEEP YELLOW COPY. 2. SEND WHITE AND PINK COPIES INTACT.  1	INSTRUCTIONS TO RECEIVER: . Write Reply. 2. Detadh stub, keep pink copy, reyurn white copy to sender.

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#### PREAMBLE

This agreement was entered into this day of , 1984, 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 1 - 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.

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### 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 . 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 nontenured, 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 matter or any result which the Association 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.

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#### B. Procedure:

- 1. If a grievance is not filed within a period of thirty (30) calendar days after its occurence or after the grievant's awareness of its occurence, then in fact, the grievance cannot be filed.
- 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 violation(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 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.

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#### 6. Level II

at Level I, the aggrieved person may request in writing a meeting with the Administrative Principal. To be timely and effective, the writing must be filed within five (5) 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 Administrative Principal. A decision will be rendered in writing within eight (8) school days after such meeting.

#### 7. Level III

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 five (5) school days after receipt (or after the due date) of the Level II decision. Such 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 with ten (10) school days, the grievant may, within five (5) school days request in writing that the appropriate committee of the Association submit the

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grievance to arbitration. If the Committee of the Association determines that the grievance is meritorious, it may submit the grievance to arbitration with 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.

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- 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.

#### E. 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.

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### ARTICLE III - INSURANCE PROTECTION

- A. The insurance carrier will be recommended by the Teacher's 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 for said coverage.
- C. The Board agrees to continue to provide the current Blue Cross Prescription Plan for unit employees and their dependents. It is understood, however, that the Board shall have the right to change carriers or to otherwise alter the method of funding, but only if the benefits remain in essence the same as are currently provided under the current Blue Cross Plan. Prior to implementing any such change, the Board shall notify the Association, in writing, of the proposed change and if the Association makes timely demand shall negotiate same with the Association.
- D. The employees of the Board included in Article I, and their dependents will be offered a Dental Plan Program as described in the April 30, 1984 proposal provided by New Jersey Dental Service Plan, Inc., with a cost not to exceed \$13,100.00 per year premium for all covered employees payable by the Board of Education.

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### ARTICLE IV - TUITION REIMBURSEMENT

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

- Approval of the proposed course(s) of study
   by the Administrative Principal, prior to course registration;
- 2. Employee must present written evidence of amount of tuition and achievement of a minimum grade of "B".
- 3. Ceiling of nine (9) credits per employee per school year.
- 4. Ceiling of \$10,800.00 for total faculty each school year.
- 5. Notwithstanding the foregoing, if the particular institution utilizes a pass-fail grading system, the employee must first make the Administrative Principal aware of same when submitting the course for approval. If the Administrative Principal approves the course, such approval will entitle the employee for 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 two (2) days per achool 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.

Notwithstanding the foregoing, personal days may be utilized in June with reason provided in advance to, and upon prior approval from, Administration. Effective in the 1985-86 school year, such leave shall be increased to three (3) days per school year.

- 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 Administrative

  Principal for paid leave to attend job-related meetings shall submit such requests in writing sufficiently in advance to permit the Administrative Principal to review such requests

FID A WALLACE ATTRONGT AT LAW GUITE ING ...E PROFESSIONAL PLAZA ...EST MAIN STREET with the Board of Education, if he so elects, prior to the date of the requested paid leave. Determinations of the Administrative Principal 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 Administrative Principal's managerial discretion. Any rejection shall be submitted in writing to said employee with reasons stated.

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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.
- 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 educational levels as listed in the policy manual shall be \$450.00.
- B. The Board has the option to establish the starting salary at Step 1. The remaining steps of the salary schedule shall be mutually agreed to by both parties.

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## 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 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.

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# ARTICLE IX - LONGEVITY AND RETIREMENT

- A. Commencing with the fifteenth (15) step of the Salary Schedule, bargaining unit employees shall be entitled to an annual longevity payment of \$200.00.
  - B. Bargaining unit employees shall be entitled at retirement to payment of an amount equal to \$100.00 for each year of service in education, but in no event more than \$2,500.00 per individual employee. For purposes of this paragraph, 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.

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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 each 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 this 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 this 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

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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. The 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 date of the 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 said deductions.

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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 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.

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## ARTICLE XII - NO STRIKE PLEDGE

The Association convenants 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, slowdown 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 the subject of collective negotiations. Therefore, the Board and the 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 this 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 the administration to provide homestudy, he shall be compensated at the rate of \$12.00 per hour.
- 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 rate of twenty-one (21¢) cents per mile for the use of his own automobile, in accordance with existing voucher procedures.
- C. 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 \$10.00 for such period.

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## ARTICLE XVI- DURATION OF AGREEMENT

The term of this Agreement shall be from July 1, 1984 through June 30, 1986, 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 Relations 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

ATTEST:

MANSFIELD EDUCATION

ASSOCIATION

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# SALARY SCHEDULE

1984-1985

Years Experience Credited in Mansfield Twp.	Bachelors	Bachelors + 30	Masters	Masters + 30/ Doctors
1	14,800	15,250	15,700	16,150
2	15,100	15,550	16,000	16,450
3	15,400	15,850	16,300	16,750
4	15,800	16,250	16,700	17,150
5	16,250	16,700	17,150	17,600
6	16,700	17,150	17,600	18,050
7	17,150	17,600	18,050	18,500
8	17,650	18,100	18,550	19,000
9	18,200	18,650	19,100	19,550
10	18,750	19,200	19,650	20,100
11	19,300	19,750	20,200	20,650
12	19,900	20,350	20,800	21,250
13	20,550	20,900	21,350	21,800
14	21,200	21,650	22,100	22,550
15	21,900	22,350	22,800	23,250
16	22,600	23,050	23,500	23,950
17	24,000	24,450	24,900	25,350
18	25,400	25,850	26,300	26,750
19			27,150	27,500

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

Salaries will be paid in bi-weekly installments.

SALARY SCHEDULE

1985-1986

Years Experience Credited in Mansfield Twp.	Bachelors	Bachelors + 30	Masters	Masters + 30/ Doctors
1	15,900	16,350	16,800	17,250
2	16,200	16,650	17,100	17,550
3	16,500	16,950	17,400	17,850
4	16,900	17, <b>3</b> 50	17,800	18,250
5	17,350	17,800	18,250	18,700
6	17,850	18,300	18,750	19,200
7	18,350	18,800	19,250	19,700
8	18,850	19,300	19,750	20,200
9	19,400	19,850	20,300	20,750
10	20,000	20,450	20,900	21,350
11	20,600	21,050	21,500	21,950
12	21,200	21,650	22,100	22,550
13	21,850	22,300	22,750	23,200
14	22,550	23,000	23,450	23,900
15	23,400	23,850	24,300	24,750
16	27,000	27,450	27,900	28,350
17			28,750	29,200

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

Salaries will be paid in bi-weekly installments.