

A G R E E M E N T

The MANSFIELD TOWNSHIP BOARD OF EDUCATION and the MANSFIELD TOWNSHIP EDUCATION ASSOCIATION do hereby recognize and agree that the welfare of the students of the Mansfield Township School at Columbus, hereinafter referred to as the "SCHOOL" is paramount in the operation of the school and will be promoted by both parties hereto, and that pursuant to such mutually recognized principle, the parties hereto do hereby covenant, promise and agree as follows:

I. RECOGNITION

The Mansfield Township Board of Education, hereinafter called the "BOARD", recognizes that teaching is a profession. The Board further recognizes that the Mansfield Township Education Association, hereinafter called the "ASSOCIATION", is the exclusive representative of all the professional personnel employed, or to be employed by the Board at the School, except Administrative and Supervisory Personnel, at the present time.

The Association recognizes the Board as representative of the residents of the Township of Mansfield, County of Burlington, State of New Jersey, in matters relating to the School and as the employer of the professional personnel of said School.

The purpose of this recognition is to provide the basis for the establishment of a mutual agreement between the parties hereto in regard to the following:

LIBRARY
Institute of Management and
Labor Relations

JUL 24 1982

RUTGERS UNIVERSITY

x July 1, 1981 - June 30, 1983

II. SALARY SCHEDULE

A. The Board and the Association do mutually agree to the following Salary Guide and principles relating thereto for the period or term July 1, 1981 to June 30, 1982 except that each previously employed full-time teacher shall receive a \$1,450.00 increase over his/her 1980/81 contract salary; part-time teachers will receive a pro-rated increase based on percentage of time employed:

<u>YEARS OF EMPLOYMENT</u>	<u>BACH. DEGREE OR EQUIV.</u>	<u>BACH. DEGREE PLUS 9 CR.</u>	<u>BACH. DEGREE PLUS 18 CR.</u>	<u>BACH. DEGREE PLUS 27 CR.</u>	<u>MASTERS DEGREE</u>
1st	12,475	12,625	12,775	12,925	13,075
2nd	13,275	13,425	13,575	13,725	13,875
3rd	14,075	14,225	14,375	14,525	14,675
4th	14,375	14,525	14,675	14,825	14,975
5th	14,675	14,825	14,975	15,125	15,275
6th	14,975	15,125	15,275	15,425	15,575
7th	15,275	15,425	15,575	15,725	15,875
8th	15,575	15,725	15,875	16,025	16,175
9th	16,025	16,175	16,325	16,475	16,625
10th	16,425	16,575	16,725	16,875	17,025
11th	16,775	16,925	17,075	17,225	17,375
12th	17,175	17,325	17,475	17,625	17,775
13th	17,575	17,725	17,875	18,025	18,175
14th	18,125	18,275	18,425	18,575	18,725
15th	18,675	18,825	18,975	19,125	19,275
16th	19,275	19,425	19,575	19,725	19,875
17th	19,875	20,025	20,175	20,325	20,475

B. The Board and the Association do mutually agree to the following Salary Guide and principles relating thereto for the period or term July 1, 1982 to June 30, 1983 except that each previously employed full-time teacher shall receive a \$1,500.00 increase over his/her 1981/82 contract salary; part-time teachers will receive a pro-rated increase based on percentage of time employed:

B. SALARY SCHEDULE (1982-83)

<u>YEARS OF EMPLOYMENT</u>	<u>BACH. DEGREE OR EQUIV.</u>	<u>BACH. DEGREE PLUS 9 CR.</u>	<u>BACH. DEGREE PLUS 18 CR.</u>	<u>BACH. DEGREE PLUS 27 CR.</u>	<u>MASTERS DEGREE</u>
1st	13,175	13,325	13,475	13,625	13,775
2nd	13,975	14,125	14,275	14,425	14,575
3rd	14,775	14,925	15,075	15,225	15,375
4th	15,575	15,725	15,875	16,025	16,175
5th	15,875	16,025	16,175	16,325	16,475
6th	16,175	16,325	16,475	16,625	16,775
7th	16,475	16,575	16,725	16,875	17,025
8th	16,775	16,925	17,075	17,225	17,375
9th	17,075	17,225	17,375	17,525	17,675
10th	17,525	17,675	17,825	17,975	18,125
11th	17,925	18,075	18,225	18,375	18,525
12th	18,275	18,425	18,575	18,725	18,875
13th	18,675	18,825	18,975	19,125	19,275
14th	19,075	19,225	19,375	19,525	19,675
15th	19,625	19,775	19,925	20,075	20,225
16th	20,175	20,325	20,475	20,625	20,775
17th	20,775	20,925	21,075	21,225	21,375

C. The school year will consist of a maximum of 185 days. Teachers will arrive in the morning fifteen minutes before the opening of school. They are expected to be in their rooms or in preparation prior to opening. During regular dismissal, teachers may leave in the afternoon fifteen minutes after the last group is dismissed. In cases of inclement weather, teachers will remain in their rooms supervising the students and may leave immediately following dismissal. Deviations in the above schedule may occur due to teacher meetings or in-service work. A responsible attitude in such

cases should be assumed. Full consideration time-wise will be made for teachers taking outside course work; instances whereby schedules cannot be met require advance notification to the administrative principal.

III. SALARY GUIDE PROVISIONS

A. Newly employed teachers will receive credit for experience as follows:

1. Prior experience in public schools may be creditable up to the maximum of the guide.
2. Military service will be creditable up to four years.
3. Private or parochial school teaching experience may be creditable at the discretion of the Board of Education after the first year of employment.

B. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Administrative Principal subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligation to restore the increment. In making recommendations, factors considered will include teaching ability, compliance with rules and regulations of this school district and adherence to the statutes of New Jersey. In any year in which there is an upward revision of the salary guide, individual teacher adjustments to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Administrative Principal shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Administrative Principal and the approval of the Board.

IV. MEDICAL PLANS

- A. The Board agrees to pay the total premium for employee and dependent coverage under the New Jersey Blue Cross-Blue Shield, Rider "J" and Major Medical Health Insurance at the prevailing rates.
- B. During the 1981/82 school year, the Board agrees to pay the single coverage for eligible employees in the Prescription Drug Plan as offered by Washington National Insurance Company. During the 1982-83 school year, the Board agrees to pay the full family coverage for eligible employees and their dependents.
- C. The terms, conditions, rules and limitations as provided by the contracts of insurance and underwriting companies will govern.

V. LEAVES OF ABSENCE

A. Maternity Leave

1. The Board agrees to apply maternity leave as required by law and the appropriate administrative agencies.
2. A teacher shall give at least three (3) months notice where possible regarding child rearing leave plans.
3. Upon completion of a maternity leave of absence, the teacher may arrange a child rearing leave of absence with the administrative principal.
4. Upon requesting of said leave, the Board shall grant said leave for the remainder of the school year.
5. On or before April 1st of the current year, the teacher on said leave shall notify the administrative principal in writing of her intention to return to her duties in September of the following school year, or seek an extension of the child rearing leave for an additional school year.
6. Upon return from a maternity or child rearing leave of absence, the teacher shall be reinstated in her same position or a similar position for which she is certified.

7. The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth. The child rearing leave period shall not be counted for tenure purposes.
8. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence for child-rearing. The teacher will be granted a full salary guide step if she works more than 90 teaching days. Working 90 days or less shall result in no advancement on the salary guide.

B. Sick Leave

1. Sick leave is defined to mean the absence of any person from his or her post of duty because of personal disability due to illness or injury, or because of exclusion from school by the school district's medical authorities as a result of contagious disease, or by being quarantined for disease in the immediate household.
2. Legal Provisions - The law requires or permits the following with respect to absence of teachers:
 - a. Ten days sick leave with full pay is guaranteed during each school year.
 - b. Board of education must allow accumulation of unused sick leave days up to ten days per year for later use with full pay.
 - c. Nothing in this act shall affect the right of the Board of Education to fix, either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave. The legal provision guarantees ten days sick leave per year; this allowance is expanded by local board

of education policy permitting additional absence for other reasons with limitations as specified in the personal leave policy.

3. Schedule of Pay Deductions - When absences exceed the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each month's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of a substitute, if none is employed, for such length of time as may be determined by the Board of Education in each individual case.
 4. Physician's Certificate - In case of extended illness or illness requiring the services of a physician, it is recommended that a physician's certificate be attached to the absence report.
 5. Accumulation of Sick Leave Days - A full-time employee (ten months or more) may accumulate for future use, at full pay, a maximum of ten days each year less the number of days used. There is no limit to the number of days which may be accumulated at the rate of ten per year. Part-time employees will be allowed sick leave in proportion to the time employed. Twelve months employees will be permitted sick leave equal to twelve days per year.
 6. The Board Secretary will provide to each employee a statement of the number of days sick leave accumulated as of September 1st.
- C. Personal Leave: Absence without deductions from "sick leave" days will be granted as follows:
1. Up to five days for death in the "immediate family" without deduction of pay. By "immediate family" is meant spouse, child, or parent.
 2. Up to three days when necessary for death of brothers or sisters without deduction of pay.

3. Up to two days when necessary for death of grandparents, mother-in-law or father-in-law without deduction of pay.
 4. Up to two days per school year for other reasons without deduction of pay with the following provisions:
 - a. A minimum of 24 hours notice should be given whenever possible to the administrative principal.
 - b. It is expected that not more than one teacher will be granted personal leave on a particular day except on approval of the administrative principal.
 - c. Unused personal leave days coming under this category will be transferred to sick leave and accumulated in addition to those permitted under section B.5. of this agreement.
 5. Up to three additional days per school year with a deduction in the amount equivalent to the per diem rate of substitute pay for personal reasons.
 6. Full deduction (one two-hundredth of the annual contract salary) if absence is in excess of five days for personal reasons granted under items 4 and 5.
- D. When a teacher is absent for any reason not recorded in this policy and/or not excused or excusable under the provisions of this policy, full deduction (one two-hundredth of the annual salary) will be made for each day's absence unless waived by vote of the Board of Education.
- E. Absence for Professional Reasons - No salary deduction will be made if a teacher is absent for professional reasons such as attending a convention, conference or meeting; visiting schools; or on school business related to the teacher's work provided that approval has been given in advance by the Administrative Principal.
- F. All teachers shall follow established procedure in notifying the "Substitute Registry."

VI. POLICIES RELATING TO PROFESSIONAL NEGOTIATIONS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey, and the provisions of this agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities:

1. To direct employees of the school district.
2. To fire, promote, transfer, assign and retain employees in positions within the school district and to suspend, demote, discharge or take other disciplinary action against employees.
3. To maintain the efficiency of the school district operations entrusted to them.
4. To determine the methods, means and personnel by which such operations are to be conducted.
5. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

B. A Teacher-Board Negotiations Committee will be composed of:

1. Three members designated by the local teachers' organization; not to exceed five members.
2. Three representatives of the board of education, approved by its president; not to exceed five members.

The representative groups will each bear their own costs or expenses incurred in recording proceedings or happenings that transpire during any meetings. The Teacher-Board Negotiations Committee shall be created

to conduct negotiations in good faith on matters of salaries, personnel policies and fringe benefits.

C. The duties of the Administrative Principal shall be:

1. To convene meetings of the Teacher-Board Negotiations Committee which are mutually acceptable.

D. Those teachers involved in negotiations or arbitration during school time will be responsible for costs of substitutes during the school hours. The board committee and the teachers' committee will mutually agree on the time of meeting.

E. Facts, opinions, proposals and counterproposals will be exchanged freely during the meetings. Proposals on matters of salaries, personnel policies and fringe benefits for the following school year shall be presented by the Teacher-Board Negotiating Committees.

F. The above procedures do not preclude the teacher representatives from carrying on conversations with and resolving problems through the Administrative Principal.

G. If the Teacher-Board Negotiations Committees are unable to agree, they shall, at the request of either party and with notification to the other party, declare that an impasse has been reached and submit the matter to the New Jersey Public Employment Relations Commission.

H. The teachers and/or teachers' organization shall not invoke any type of sanctions or pressure tactics that would disrupt the orderly process of the negotiations procedure.

I. The teachers' organization will submit upon request a current list of their members whom they are representing. The board will decide if there are administrative officers they do not desire to have represented by the teachers' organization.

J. Organizational activity shall be restricted to after school hours. The teachers may use the facilities of the teachers' room for such activities. Use of other school facilities may be granted with the approval of the administrative principal. The use of bulletin boards should be restricted to the Faculty Room and the school communication system used only with approval of the administrative officer of the school.

VII. GRIEVANCE PROCEDURE

A. Purpose

It is the purpose of this procedure that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, both parties recognize that the procedure must be available without any fear of discrimination because of its use. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not be precedents in a later grievance procedure.

B. Definitions

The term "grievance" means a claim by any party that, as to him, there has been an inequitable or improper application, interpretation or violation of this agreement and/or administrative decisions affecting the teacher. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

1. The failure to or refusal of the Board to renew a contract of a non-tenure teacher.
2. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education.
3. In matters where the Board is without authority to act.
4. In matters involving the sole and unlimited discretion of the Board.
5. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to teachers or employees under provisions of State Law.

The term "teacher," where applicable, shall mean all certificated personnel under Board employ excluding the administrative principal, child study team (psychologist, Social Worker, learning consultant) and supervisory personnel.

The term "representative" shall include an organization, agency or person authorized or designated by any teacher or any group of teachers, the local association or by the Board to act on its or their behalf and to represent it or them.

The term "party," besides meaning an aggrieved teacher, shall include the Board and the Association.

C. Procedure

1. An aggrieved party shall institute action under the provisions hereof within 15 calendar days of the occurrence: Failure to act within the 15 calendar day period shall be deemed to constitute abandonment of the grievance.
2. In the presentation of a grievance, the party shall have the right to present his own appeal or to designate a representative to appear with him or for him in his appeal.
3. Whenever a party appears with a representative, the Board or Association shall have the right to designate a representative to participate at any level of the grievance procedure.

The Grievance Procedure shall be as follows:

Level One

A party shall first discuss his grievance orally with the Administrative Principal. A decision shall be rendered within five (5) working days of said discussion.

Level Two

If the grievance is not resolved to the party's satisfaction or if no decision has been rendered, the party shall submit his grievance to the Administrative Principal in writing within ten (10) working days specifying:

- a. The nature of the grievance.
- b. The results of the previous discussion.

- c. The basis of his dissatisfaction with the determination.
- d. The redress sought by the aggrieved party.

The Administrative Principal shall give his decision in writing within ten (10) working days of receipt of the written grievance.

Level Three

The grievant may appeal to the Board of Education within ten (10) days if dissatisfied with the decision of the Administrative Principal as prescribed in Level 2. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- a. The writing set forth in Level Two.
- b. A further statement, in writing, setting forth the appellant's dissatisfaction with the Administrative Principal's decision.

This data shall be submitted to the president of the board of education. The Board shall review the grievance and hold a hearing with the employee(s) and/or representative(s), if requested, within thirty (30) days. The president of the board of education shall notify the aggrieved employee and the Administrative Principal, in writing, of the Board's disposition of the grievance within five (5) working days after said hearing.

In the event the aggrieved party or the Board is not satisfied with the statement of the other with respect to a grievance, it may, within ten (10) days after receiving the statement, refer the grievance to advisory arbitration. If both parties cannot mutually agree upon a third party, they will call upon and abide by the rules and regulations of the American Arbitration Association to make such appointment.

VII. TEACHER EVALUATION

A. Teachers shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction.

B. A teacher shall be given a copy of his rating or any other written evaluation of his work prepared by his supervisor at least one (1) day before any conference to discuss it. The teacher shall have the right to discuss such rating or evaluation with his supervisor, shall sign the evaluation and have the right to affix comments thereto.

IX. PERSONAL FILES

Each teacher has the right to personally inspect his or her personal file upon written notice to the administrative principal. Such inspection must be conducted in the office of the administrative principal; under no circumstances can any material be removed from the file without the express written permission of the administrative principal. Such permission to inspect will be granted by the administrative principal, giving due consideration to the time of such request, with a minimum of twenty-four hours notice to inspect.

X SEPARABILITY

If any provision of this agreement is or shall at any time be determined contrary to law by a court of competent jurisdiction, then such provision shall not be applicable or performed, or enforced except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of the Agreement shall continue in effect.

XI. TUITION REIMBURSEMENT

Tuition reimbursement will be made for graduate courses related to the teacher's professional responsibilities.

Courses must be offered by an accredited college and approved by the chief school administrator.

Reimbursement shall be limited to \$50.00 per semester hour to a maximum of six semester hours per school year and six semester hours per summer session.

No reimbursement shall be made for semester hours taken through a program for which a teacher receives a subsidy from other sources.

Should a teacher accrue more hours than the maximum allowable in a given year, the balance may be included for reimbursement in the following year.

For matters of reimbursement, no more than two courses with a grade of "C" or less will be accepted.

XII. DUTY-FREE LUNCH

Each teacher is entitled to a duty-free lunch period in accordance with State Statute.

XII. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1981 and shall remain in full force and effect to and including June 30, 1983.

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.

IN WITNESS WHEREOF, the parties hereto have caused their President, their Secretary, Representative Members, as the case may be, to sign, seal and deliver same on the 1st day of September, 1981.

ATTEST:

MANSFIELD TOWNSHIP BOARD OF EDUCATION

Cleanor C. Davis
Board Secretary
Sam Schupp
Representative Member

W. Gary Hope
Board President
William A. Kester
Representative Member

MANSFIELD TOWNSHIP EDUCATION ASSOCIATION

Edith L. Serafine
Representative Member
Mrs. Louise Whitesell
Representative Member

Kathleen M. McAnany
Representative Member
Joan M. Hoare
Representative Member