

PREAMBLE

Mansfield Township Board of Education

This agreement was entered into this 19th day of June, 1980, by and between the Board of Education of Mansfield Township, the Town of Port 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:

(Warner County)

LIBRARY  
Institute of Management and  
Labor Relations

SEP 28 1981

ROYALS UNIVERSITY

*Handwritten notes:*  
I. Year 1  
2. Year 2  
3. Year 3  
4. Year 4  
5. Year 5  
6. Year 6  
7. Year 7  
8. Year 8  
9. Year 9  
10. Year 10  
11. Year 11  
12. Year 12

Sept. 1, 1980 - June 30, 1982

ARTICLE I RECOGNITION

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

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

And excluding all other personnel.

ARTICLE II GRIEVANCE PROCEDURE

A. Definitions:

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

B. Procedure:

1. If a grievance is not filed within a period of twenty (20) school days after its alleged occurrence, then in fact, the grievance cannot be filed.
2. All grievances shall be initiated in writing and shall proceed in writing through all levels. Responses and decisions at all levels shall also be in writing.
3. Since it is important that grievances be processed as rapidly 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 a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the grievance procedure shall continue through the summer months as necessary to resolve the matter.
5. Level I
  - a. The grievant shall first discuss the grievance with the Assistant Principal either directly or through the Association's designated representative(s).
  - b. A decision will be rendered in writing within five (5) school days.
6. Level II

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

7. Level III

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

8. Level IV

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

ARTICLE III      INSURANCE PROTECTION

- A. The insurance carrier will be recommended by the Teachers' Association.
- B. The employees of the Board of Education included in Article I will be offered family health insurance and major medical coverage under the State Health Benefits program. The Board agrees to pay 100% of the cost during the 1980-1981 contract year and 100% of the cost during the 1981-1982 contract year for said coverage.
- C. The Board agrees to pay 100% of the cost during the 1981-1982 contract year for the Prescription Program that is mutually agreed upon by the Board of Education and the Teachers' Association. The employees of the Board of Education included in Article I will be offered this coverage on an individual basis.

ARTICLE IV     TUITION REIMBURSEMENT

- A. Maximum reimbursement for tuition up to \$325 per contract year will be paid upon proof of matriculation into a graduate program at the Masters level or beyond in the teacher's certificated field, and upon receipt of tuition statement and minimum grade of "B".
  
- B. Maximum reimbursement for tuition up to \$225 per contract year will be paid for graduate level courses approved by the Administrative Principal upon receipt of tuition statement and minimum grade of "B".

ARTICLE V     TEMPORARY LEAVE OF ABSENCE

- A. Personal leave shall be granted with pay. Such leave shall be two (2) days per school year, non-cumulative, with reason stated prior to granting of 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, children, parents, siblings, and parents-in-law.



ARTICLE VI INCREMENTS FROM SALARY SCHEDULE

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

ARTICLE VII DIFFERENTIAL BETWEEN EDUCATION LEVELS

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

ARTICLE VIII      MANAGEMENT RIGHTS CLAUSE

The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations: (a) to direct employees of the school district; (b) 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; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations; (e) to determine the methods, means, and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever action may be necessary to carry out the operation of the school district in emergency situations.

ARTICLE IX     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 teacher's 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.

SALARY SCHEDULE

1980-1981

<u>Years Experience Credited in Mansfield Twp.</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30/ Doctors</u>
0	11,000	11,400	11,825	12,275
1	11,568	11,968	12,393	12,843
2	12,228	12,628	13,053	13,503
3	12,520	12,920	13,345	13,795
4	12,820	13,220	13,645	14,095
5	13,107	13,507	13,932	14,382
6	13,451	13,851	14,276	14,726
7	13,795	14,195	14,620	15,070
8	14,138	14,538	14,963	15,413
9	14,475	14,875	15,300	15,750
10	14,817	15,217	15,642	16,092
11	15,151	15,551	15,976	16,426
12	15,601	16,001	16,426	16,876
13	16,044	16,444	16,869	17,319
14	16,499	16,899	17,324	17,774
15	16,962	17,362	17,787	18,237
16	17,547	17,947	18,372	18,822
17	18,638	19,038	19,463	19,913
		19,550	19,975	20,425
			20,456	20,906

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

SALARY SCHEDULE

1981-1982

<u>Years Experience Credited in Mansfield Twp.</u>	<u>Bachelors</u>	<u>Bachelors + 30</u>	<u>Masters</u>	<u>Masters + 30/ Doctors</u>
0	11,200	11,600	12,025	12,475
1	12,056	12,456	12,881	13,331
2	12,679	13,079	13,504	13,954
3	13,402	13,802	14,227	14,677
4	13,716	14,116	14,541	14,991
5	14,038	14,438	14,863	15,313
6	14,346	14,746	15,171	15,621
7	14,709	15,109	15,534	15,984
8	15,071	15,471	15,896	16,346
9	15,432	15,832	16,257	16,707
10	15,792	16,192	16,617	17,067
11	16,151	16,551	16,976	17,426
12	16,516	16,916	17,341	17,791
13	16,974	17,374	17,779	18,249
14	17,440	17,840	18,265	18,715
15	17,910	18,310	18,735	19,185
16	18,407	18,807	19,232	19,682
17	20,051	20,451	20,876	21,326
		20,959	21,384	21,834
			21,876	22,324

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

ARTICLE X DURATION OF AGREEMENT

- A. The Board and the Association recognize that, with the passage of time, the words "working conditions and terms of employment" as used in Chapter 123, Public Laws of 1974 of New Jersey, will become clarified and defined, and hereby declare their mutual intent not to limit necessarily or indefinitely, negotiable areas to those included in this agreement.
- B. This agreement shall become effective as of September 1, 1980, and shall continue in effect until June 30, 1982.

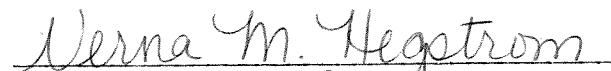
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