



A G R E E M E N T

between the

FRENCHTOWN EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF FRENCHTOWN Board of Education

THE (COUNTY OF MONTGOMERY), NEW JERSEY

X 1981-82

LIBRARY
Institute of Management and
Labor Relations

SEP 5 1981

RUTGERS UNIVERSITY

PREAMBLE

This agreement entered into this 30th day
of June, 19 81, by and between the Board of
Education of Frenchtown the town of Frenchtown, New Jersey, hereinafter
called the "Board", and the Frenchtown Education Association, hereinafter
called the "Association."

Whereas, the parties have reached certain understandings
which they desire to confirm in this Agreement, it is hereby agreed
as follows:

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel as listed below and excluding all others.
1. teachers
 2. school nurse
 3. Librarian Media Specialist
- B. Unless otherwise indicated, the term "teacher," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as described above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties will endeavor to conduct negotiations according to the Public Employment Relations Commission's time table for negotiations.
- 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.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definitions
1. Grievance
A "grievance" is an alleged violation, misinterpretation or misapplication of the terms of this Agreement.
 2. Aggrieved person
An "aggrieved person" is the person or persons or the Association making the claim.
 3. Party in interest
A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

ARTICLE III - Grievance Procedure

B. Purpose

The purpose of this procedure is to resolve our differences. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits

- a. The number of days indicated at each level is 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.
- b. A grievance must be initiated within thirty (30) days from the time the alleged violation has occurred.

2. Year end grievances

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 shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practicable.

3. Level one - Administrative Principal

A teacher with a grievance shall first discuss it with his Administrative Principal, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level two - Administrative Principal

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within seven (7) school days after the presentation of the grievance, he may file the grievance in writing with the Association within seven (7) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within seven (7) school days after receiving the written grievance, the Association shall refer it to the Administrative Principal.

ARTICLE III - Grievance Procedure

5. Level three - Board

Following the procedure at Level Two, recommendations for resolving the grievance shall be submitted to the Board of Education at its next meeting. There shall be mutual agreement between the parties as to the date of the Board hearing. A decision shall be made in writing by the Board. Aggrieved persons have the right to appear at this meeting and present their case to the Board before this decision is made.

D. Miscellaneous

1. Meetings and hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE IV

TEACHER RIGHTS

A. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the district which is available to the Public.

B. Use of School Building

The Association and its representatives shall have the right to use the school building at all reasonable hours for meetings. The Administrative Principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required.

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ARTICLE V - Association Rights and Privileges

C. Bulletin Boards

The Association shall have, in the school building, the use of a bulletin board in the faculty lounge.

D. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the Administrative Principal.

ARTICLE VI

TEACHER WORK YEAR

A. In-school Work Year

1. The in-school work year for existing teachers shall not exceed one hundred eighty-four (184) days per year unless altered by the State of New Jersey's laws or their rules and regulations.

2. Incllement weather

Teacher attendance shall not be required whenever student attendance is not required due to incllement weather.

ARTICLE VII

TEACHING HOURS

A. Lunch Periods

1. Leaving the building

Teachers may leave the building with permission during their scheduled duty-free lunch period.

ARTICLE VIII

SALARIES

A. Salary Schedule

The salary of each teacher covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

ARTICLE VIII - Salaries

B. Method of Payment

1. Ten (10) month

Each teacher employed on a ten (10) month basis shall be paid on the 15th and last day of each month in twenty (20) equal semi-monthly installments.

2. Summer Pay Plan

a. Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final work day in June, or upon death, or termination of employment, if earlier.

b. A teacher may elect to have a percentage of their monthly salary deducted from their pay and put into their Credit Union.

3. Exceptions

When a pay day falls on or during a school holiday or vacation, the check will be issued on the last working day preceding the holiday or vacation, but dated according to above mentioned schedule. (15th or last day of month)

4. Final Pay

Each teacher shall receive his final pay on his last working day in June.

ARTICLE IX

DEDUCTION FROM SALARY

A. The Board agrees to deduct from teachers' salaries money for local, state, and/or national association services and programs as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any teacher may have such deductions discontinued by January 1, or July 1 only.

B. The Board agrees to deduct from teachers' salaries money for tax sheltered annuity as said teachers individually and voluntarily authorize the Board to deduct and to transmit to the Metropolitan Insurance Company. Any teacher may have such deductions discontinued, increased or decreased by January 1, only.

ARTICLE X

TEACHER FACILITIES

- A. An appropriately furnished room shall be reserved for the exclusive use of the teachers, as a faculty lounge. Although teachers shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of the lounge. It shall be regularly cleaned by the school's custodial staff.

ARTICLE XI

SICK LEAVE

- A. All full time teachers are entitled to ten (10) days sick leave no matter when during the year they are employed. Those teachers employed four (4) days each week shall be entitled to eight (8) sick leave days each school year. Those teacher employed three (3) days each week shall be entitled to six (6) sick leave days. Those employed two (2) days each week shall be entitled to four (4) sick leave days and those employed one (1) day each week shall be entitled to two (2) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. In the event a teacher's accumulated sick leave becomes exhausted, the deduction shall be equal to the existing substitute teacher's pay rate or as provided by law.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

- A. Teachers employed full time shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Administrative Principal for personal leave shall be made in writing at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking it under this Section.

ARTICLE XII - Temporary Leaves of Absence

2. Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to prior Administration approval. A maximum of two (2) persons will be granted a professional day on the same day. A report of observation and benefits expected therefrom will be submitted to the Administrative Principal at the Board meeting.
 3. Up to one (1) day for one (1) representative of the Association to attend conferences of county and state affiliated organizations.
 4. Up to four (4) days at any one time in the event of death or serious illness of a teacher's spouse, child, parents, father-in-law, mother-in-law, brother, sister, grandparents. In the event of the death of a teacher or student in the Frenchtown School District, the Administrative Principal shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
- B. Teachers employed on a part-time basis shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. One (1) day leave of absence for personal, legal, business, household or family matters which require absence during school hours.
 2. Up to four (4) days at any one time in the event of death or serious illness in the family for a teacher employed four (4) days; up to three (3) days for a teacher employed three (3) days; up to two (2) days for a teacher employed two (2) days; and up to one (1) day for a teacher employed one (1) day.
 3. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to prior Administrative Principal approval. A maximum of two (2) persons will be granted a professional day on the same day. A report of observation and benefits therefrom will be submitted to the Administrative Principal at the Board meeting.

ARTICLE XIII

THE PROFESSIONAL DEVELOPMENT AND
INSTRUCTIONAL COUNCIL

- A. The Professional Development and Instructional Council shall consist of three (3) representatives appointed by the Board, the Administrative Principal, and three (3) representatives appointed by the Association and they shall select a chairman from among themselves. The Board and the president of the Association may, from time to time, replace members appointed by them.

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ARTICLE XIII - The Professional Development and Instructional Council

1. The Council shall advise the Board and the Association on such matters as teaching techniques, curriculum improvement, teacher evaluation, extracurricular programs, pupil testing and evaluation, philosophy and educational goals of the district.
2. No recommendations of the Council are binding on the actions or proceedings of the Board.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT

- A. The Board agrees to implement the following:
1. To pay full cost of tuition incurred in connection with any successfully completed courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required by the Board to take.
 2. To permit the Professional Development and Instructional Council to advise and make recommendations regarding requests from teachers for authorization to attend courses, workshops, seminars, conferences, in-service training sessions, or other such sessions.
 - a. A written request shall be submitted to the Council stating the reason for the request as it relates to the teaching assignment and the estimated cost of the proposal.
 - b. To pay, within financial limitations, the reasonable expenses incurred by the teachers who attend such sessions with the approval of the Board.
- B. The Board shall reimburse full-time professional staff members \$30.00 per credit up to \$270.00 a fiscal year upon satisfactory completion of an Administrative approved professional graduate course which contributes to the teacher's current assignment. Request and approval must be in writing and in advance of registration. Part-time teachers shall be reimbursed on a pro-rated basis.
- C. An allowance of \$20.00 per day--maximum two (2) days attendance at NJEA Convention--upon proof of attendance.

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ARTICLE XV

INSURANCE PROTECTION

- A. The Board shall pay the full premium of health-care insurance for each teacher and in cases where appropriate for family-plan insurance coverage.
1. Provisions of the health-care insurance program shall include:
- a. Blue Cross - Blue Shield - Rider J coverage
 - b. Supplementary Major-Medical
2. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage in the event a change in carrier is made.
- B. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE which shall include a description of conditions and limits of coverage.
- C. Every new employee of the Riith Ort Thomas Elementary School, not previously insured under the New Jersey Public and School Employees Health Benefits Plan, must carry his own health insurance premiums for the waiting period of entrance into the State Plan.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement, with the exception of Schedule A during the first year of employment. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- C. Copies of this Agreement shall be printed and presented to all teachers now employed, or hereafter employed.

ARTICLE XVII

SUPERSEDITION

The parties hereto acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the complete and exclusive statement of the agreement between the parties.

ARTICLE XVIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of June 30, 1981 and shall continue in effect until June 30, 1982 subject to the Association's and the Board's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

FRENCHMAN EDUCATION ASSOCIATION

FRENCHMAN BOARD OF EDUCATION

By John Ericson
Its President (ep)

By May Ellen Hamestone
Its President (ep)

By Ellen Pollard
Its Secretary

By Joanna Lowe
Its Secretary (ep)

SCHEDULE A - SALARY SCHEDULE

July 1, 1981 - June 30, 1982

<u>Years of Employment</u>	<u>Bachelor's Degree or 128 credits</u>	<u>Bachelor's Degree plus 30 credits</u>	<u>Master's Degree</u>	<u>Master's Degree plus 30 credits</u>
1	\$10,600	\$11,200	\$11,600	\$12,400
2	11,264	11,895	12,526	13,157
3	11,947	12,610	13,273	13,936
4	12,650	13,346	14,042	14,738
5	13,374	14,104	14,834	15,564
6	14,120	14,885	15,650	16,415
7	14,889	15,690	16,491	17,292
8	15,682	16,520	17,358	18,196
9	16,500	17,376	18,252	19,128
10	17,344	18,259	19,174	20,089
11	18,215	19,170	20,125	21,080
12	19,114	20,110	21,106	22,102
13	20,042	21,080	22,118	23,156
14	21,000	22,081	23,162	24,243

- A. Teachers with an earned Doctorate Degree shall receive an additional \$600 above their proper place on the Master's Degree plus schedule.