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BOARD OF EDUCATION  
BOROUGH OF FLORHAM PARK  
NEW JERSEY

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SECRETARY

RATIFICATION OF AGREEMENT  
BETWEEN THE FLORHAM PARK EDUCATION ASSOCIATION  
AND  
THE BOARD OF EDUCATION OF FLORHAM PARK

Having discussed, considered and found that we are in concert as to the content and text of the attached Agreement, titled "Agreement Between the Florham Park Education Association and the Board of Education of Florham Park", dated February 18, 1969 we hereby make this agreement binding for the school year of July 1, 1969 to June 30, 1970.

Signed

Witness

For the FPEA Walter M. Cothens, Pres.

Ann Bennett

For the Board of Education of Florham Park

R. J. Foley, Pres.

W. G. Hartzell, VICE-PRES

Dated: 18 Feb. 1969

A G R E E M E N T

BETWEEN THE

FLORHAM PARK EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF FLORHAM PARK

THE COUNTY OF MORRIS, NEW JERSEY

FOR THE SCHOOL YEAR 1969-1970

Amended 18 Feb. 1969

## ARTICLE I. Recognition

The Florham Park School Board hereby recognizes the Florham Park Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of professional service for only and all certified personnel under contract or on leave, but excluding school aides, library aides, teacher aides and school administrators such as principals, the curriculum coordinator, vice principals, assistant superintendent and superintendent, as well as, secretaries, custodians, lunchroom workers and bus drivers.

## ARTICLE II. Grievance Procedure

### Definition of Terms

A grievance shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

### Procedure

The importance of having grievances processed as quickly as possible suggests that the number of days indicated at each level should be considered as a maximum and every effort made to expedite the process. The time limits may, however, be extended by mutual agreement.

## Grievance Procedure

If a grievance is filed too late in the school year to provide time to process it through all the steps in the grievance procedure before the school term ends, the time limits set forth in the various steps shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### Level One

A teacher or school nurse with a grievance shall discuss it first with his (her) immediate superior, with the objective of resolving the matter informally. If an impasse occurs, written grievance shall be presented to the employee's immediate superior and said employee shall be entitled to a reply in kind within five days of said written complaint.

### Level Two

If the aggrieved person is not satisfied with the disposition of this grievance at Level One, he may then appeal in writing to the Superintendent of Schools within five school days after the decision at Level One, or ten school days after the grievance was presented, whichever is sooner. The Superintendent shall reply in writing as expeditiously as possible not to exceed ten days from receipt of said appeal.

### Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, said person will inform the Superintendent that he wishes a non-public hearing with the Board of Education within ten days from receipt of the reply to his grievance from the Superintendent. The Board of Education shall receive an employee only

## Grievance Procedure

after the employee has exhausted established methods of seeking redress of grievances in Levels One and Two. A decision shall be reached within twenty days of said appeal to the Board.

### Level Four

If the Board of Education and employee or their representatives are unable to reach a harmonious agreement, the matter will be submitted to an Advisory Board consisting of a member chosen by the employee and one by the Board of Education with the third and final member of the Advisory Board chosen by the first two members.

The Advisory Board shall report its recommendations for agreement within fifteen days to the parties.

If impasse still exists at this state of proceedings, either the Board of Education or the other party may request the Division of Public Employment Relations to intervene.

The costs for the services of the arbitrators, including per diem expenses and the cost of the hearing room, shall be borne equally by the Florham Park School Board and the Florham Park Education Association. Any other expenses incurred shall be paid by the party incurring same.

### Rights of Teachers and Nurses to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by himself or the Florham Park Education Association. When a teacher or nurse is not represented by the Florham Park Education Association, the Association shall have the right to be present and to state its views if the teacher or nurse agrees.

ARTICLE III. Salaries

The following salary schedule for 1969-1970, commonly called "salary guide" has been agreed upon between the Board and the FPEA. See Attachment A. It shall not, however, become binding until approval of the 1969-1970 budget by the voters at the subsequent school elections. In the event of budget defeat and if a change in salary guide is contemplated by the Board, negotiations on salaries will be resumed.

ARTICLE IV. Employee Absence Policy

1. This policy shall supersede all previous absence policies adopted by the Board of Education.

2. An Employee shall be entitled to absence, without deduction of salary, for personal illness according to the following schedule:

a. Employees on 10-months or 12-months contract:

10 days a year.

b. Employees who work less than the full week each week: 2 days per year for each day per week worked.

c. All unused absence leave in each year shall be cumulative and added to each subsequent year's allowance.

3. An employee may use his sick leave for illness of father, mother, spouse, child, brother or sister, or any member of the immediate household.

4. Death in the Immediate Family - An allowance of up to five days leave shall be granted upon the death of father, mother, spouse, child, brother, sister, or any member of the immediate household.

5. Death of Other Relative - An allowance of one day's leave shall be granted.

Employee Absence Policy (con't.)

6. Other Emergencies of Personal Nature - An allowance of one day upon written request to the Superintendent of Schools and with his approval shall be granted for the following reasons:

- a. Court subpoena
- b. Marriage of employee
- c. Personal business which cannot be handled outside of school hours
- d. Any other emergency or urgent reason not included

in (a) to (c) above, if approved by the Superintendent of Schools.

7. One day's absence allowance will be granted for any employee who is being granted a degree at his graduations.

8. Requests for additional days of personal nature may be granted upon the discretion of the Superintendent of Schools.

9. The provisions of article 2C above applies only to sick leave. Other allowance for leave are not accumulative.

10. Maternity. An expectant mother, if she is under tenure, may be granted two year's leave of absence without pay. In no case shall an expectant mother be permitted to work beyond the end of the fifth month. Request for a maternity leave of absence should be instituted no later than 4 weeks prior to the end of the fifth month. In no case shall an employee return to work earlier than 6 weeks following the term of pregnancy. An employee shall be required to notify the Superintendent during the first 3 months of pregnancy. A teacher on maternity leave wishing to return shall notify the Superintendent in writing by April 1 prior to the school term.

Employee Absence Policy (con't.)

The Board may require a physician's authorization for an employee to continue working during pregnancy.

Upon return to a teaching position following maternity leave of absence the teacher will be placed on the same guide step as of her leaving.

11. The Board of Education may, at any time, require a physician's certificate as proof of illness when sick leave is claimed.

ARTICLE V. Sabbatical Leave

A sabbatical leave shall be granted by the Board of Education to a teacher who has completed seven or more years of continuous service in the Florham Park Schools, upon recommendation of the Superintendent, for advanced study or for other reasons of value to the school system subject to the following conditions:

1. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Teachers' Association and the Superintendent no later than February 1 previous to the year for which absence is requested. Action must be taken on all such requests no later than April 1 of the school year preceding the school year for which the sabbatical is requested.
2. Not more than two teachers of the system shall be granted a sabbatical leave for the same year.



3. The salary granted for one year's sabbatical leave shall be one-half of the salary the teacher would be entitled to if not on leave. Such salary shall be deducted monthly at the regular deductions for the teachers' pension fund and other deductions authorized by the teacher. Tenure rights shall be without prejudice. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system.
4. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
5. As a condition to the granting of a sabbatical leave, the teacher shall have agreed to continue in the service of the Florham Park Schools for a period of at least two years after the expiration of the leave of absence. Failing to so continue in service, the professional employee shall repay on demand to the Board of Education the full salary received while on leave, unless such professional employee is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.
6. Applicants for a sabbatical shall agree to abide by all written conditions of policy set by the Board of Education to govern such leaves of absence.

7. Professional employees on such leave may not associate for compensation with any person, persons, or organization during the period of leave, except when the Board of Education approves such association as beneficial to this school system and upon conditions as prescribed by them.
8. This policy shall be effective July 1, 1969.

ARTICLE VI. Duration

This agreement shall have a duration of one year and when agreed upon by both parties shall be for the subsequent school period of July 1, 1969 to June 30, 1970.

ARTICLE VII. Addendum

1. The board 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 for just cause, to suspend, to 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 the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

2. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the board of education is forbidden to waive any rights or powers granted it by law.
3. The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

PROPOSED SALARY GUIDE, 1969-1970

FLORHAM PARK SCHOOLS

<u>STEP</u>	<u>* BA with PROV. CERT.</u>	<u>B.A.</u>	<u>MASTERS</u>	<u>MASTER +30</u>
1	5,700	6,800	7,550	7,800
2	5,950	7,070	7,820	8,070
3	6,200	7,355	8,105	8,355
4	6,450	7,650	8,400	8,650
5	6,700	7,955	8,705	8,955
6	6,950	8,275	9,025	9,275
7	7,200	8,605	9,355	9,605
8	7,450	8,950	9,700	9,950
9	7,700	9,310	10,060	10,310
10	7,950	9,680	10,430	10,680
11	8,200	10,065	10,815	11,065
12	8,450	10,470	11,220	11,470
13		10,890	11,640	11,890
14		11,325	12,075	12,325

1. Credit for military service up to a maximum of 4 years will be given.
2. Retroactive salary adjustment will be made when a teacher qualifies for higher salary through change in certification, degree or 30 credits beyond the Master's Degree, if such qualifications are completed on or before February 1 of the current school year and certified by the superintendent.
3. Reimbursement of tuition for courses, approved by the superintendent in advance of taking courses, will be made up to \$200 in any one year (courses between July 1 and June 30).
4. A supermaximum of \$250 annually will be paid to a teacher who has completed 20 years of service in Florham Park, and an additional \$250 annually will be paid after 25 years in service in Florham Park.
5. Blue Cross-Blue Shield with Rider J and Major Medical will be paid in full for all employees.
6. Academic Master's or 30 graduate credits beyond MA in academic area shall be considered as M.A. +30 on guide.
- \*7. Florham Park School Nurses' salary guide.