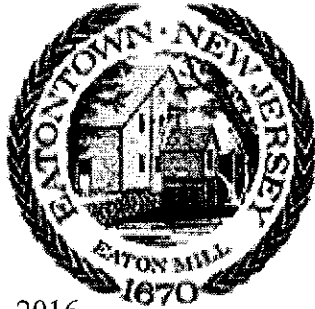


EATONTOWN BOARD OF EDUCATION



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March 4, 2016

Dear Eatontown Education Association Community:

As you may be aware, the Eatontown Board of Education and the Eatontown Education Association have been actively engaged in collective negotiations to reach a successor to the Collective Bargaining Agreement (CBA) which ended June, 2014.

The next phase of impasse procedures is referred to as fact-finding. Fact-finding occurs after the parties are unable to reach a contract after efforts at mediation have not met with success. Mr. Thomas D. Hartigan has been appointed by the Public Employment Relations Commission (PERC) to act as the parties' fact-finder.

Fact-finders hold quasi-judicial hearings wherein both parties have the opportunity to present evidence in support of their bargaining positions. Based upon the information presented, the fact-finders issue a written report and **non-binding** recommendations for settlement.

Even though the contract has expired, Association members:

- Continue to be employed by the Board;
- Continue to earn and receive their wages;
- The Board has not changed the Association's wages or working conditions;
- All benefits, including health benefits and reimbursement for education, remain in effect in accordance with the terms of the expired agreement.

Prefatory to engaging in the lengthy and document intensive process of fact-finding, Mr. Hartigan did meet informally with each of the parties. At that time, the Association's last salary offer for a three year term was in the amount of 2.89%, 2.85% and 2.80%, inclusive of increment, for an average of 2.84% a year over the course of the agreement, resulting in an increase of over 8 ½ % over the next three years. The Association continued in its increased longevity demands and insisted that in the event a 6th period was assigned to a teaching staff member, they would be paid \$37 per day. The Association agreed to add an additional professional day, increasing the work year to 184 days.

The Board's counteroffer for a three year agreement¹ was the amount of 2.10%, 2.20% and 2.20%, inclusive of increment; the addition of two (2) professional development days, resulting in a 185 day work year, beginning the second and third years of the agreement; and the ability to assign a 6th period to teaching staff members at no additional cost.

During the informal sessions with Mr. Hartigan, he advised that the Association did not fully realize the extent that the 6th period had been assigned to teaching staff members. Although this is primarily a middle school issue, it appears relatively clear that in addition to science and social studies, teaching staff members in other disciplines at the middle school have also been assigned 6th periods. Moreover, in our elementary schools, pupil contact time is consistent with the assignment of a 6th period day.

The Association has taken the position that unless they receive the amount of salary increases they demand it will be impossible to structure a salary guide. It is respectfully submitted that this is categorically not true, and the Board Committee has demonstrated the same to the Association's negotiating team. While a new salary guide will need to be developed, this is usually the case when a new CBA is reached. Despite receiving this information, we have received no further counteroffer from the Association since the last informal session with the fact-finder.

At present, a date has been set for formal fact-finding in April. Though the proceeding will be long, lengthy and require the gathering of significant amount of documentation to support both of the parties' positions, it is not anticipated that the resulting recommendations will come much before the end of this school year- if then. As noted before, the recommendations are **not** binding on either party and will not necessarily ensure the end of the dispute between the parties.

Wages and employee benefits continue to represent the largest portion of the District's annual budget. In recent years, our District has experienced little, if any, increase in State aid. This year's aid was virtually frozen from the amount of aid received from last year, with little hope of any significant increase in future years. The burden of unfunded State mandates in the face of flat levels of State aid weighs heavily on our District taxpayers. The Board is obliged to strike a balance between reasonable increases for employees and fiscal responsibility to our taxpayers.

The Board of Education has no desire to continue to draw out this process; however, the increases sought by the Association are not consistent with what the Board believes is a fair settlement. In an effort to demonstrate its continued willingness to negotiate and to bring the negotiation to conclusion, the Board is willing to offer the following:

- A three year agreement: for the 2014-15 – an average salary increase of 2.1%, inclusive of increment;
- In the 2015-16 year -- an average salary increase of 2.2%, inclusive of increment;
- In the third year, 2016-17 – an average salary increase of 2.5%, inclusive of increment;
- The calendar will be extended by two (2) professional days for staff development for a work year of 185 days; however, since one year has gone past, the implementation of this

¹ Our first year will be 2014-15 year now passed.

will only be made in the second and third years of the agreement. The length of work sought by the Board is consistent with the average work year for school districts in Monmouth County;

- The Board of Education through its administrative staff will be able to assign a 6th period to teaching staff members at no additional cost, reflecting the practice of the elementary schools and a large number of staff in the middle school.

As is the usual course, salary guides would be mutually developed by the parties and all other matters that were tentatively okayed by and between both parties to date would be included within the successor Collective Bargaining Agreement.

It is the Board's hope that by reaching out to the community, beyond simply the negotiations team, that we will be able to fully and finally resolve these negotiations without the necessity of proceeding with the long, drawn-out process of fact-finding.

We note that following the last informal negotiations session in January, the NJEA UniServ Representative advised that he had received no specific direction for settlement from the Association and that he would be formally requesting a date for Mr. Hartigan to hold the fact-finding hearing. It is now March of 2016. The Board of Education has demonstrated within this writing its continued willingness to negotiate a reasonable settlement, reflective of what it believes to be appropriate rate of increase that is sustainable for the Eatontown School District.

Respectfully submitted,

The Eatontown Board of Education
Negotiation Team