

AGREEMENT

Between

THE WHARTON BOROUGH BOARD OF EDUCATION

and

**THE WHARTON EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION**

JULY 1, 2005 - JUNE 30, 2008

PREAMBLE

This Agreement entered into this 23rd day of June, 2005, by and between the Board of Education of the Borough of Wharton New Jersey, hereinafter called the "Board," and the Wharton Educational Support Personnel Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. Recognition

The Board hereby recognizes the Association as the majority representative for collective negotiations concerning the terms and conditions of employment, as defined by N.J.S.A. 34:13A-1 et seq., for all full and part time personnel under contract with the Board in the following categories of employment :

Custodians
Secretaries
Aides
Head Cook

B. Exclusions

Excluded from such representation are all other employees of the Board, including:

1. Supervisory and Managerial Employees
2. Professional Employees
3. Confidential employees within the meaning of the PERC Act, including the Secretary to the Superintendent, and the Assistant to the School Business Administrator/Board Secretary
4. Temporary (less than ten month) Employees

C. Definition of Employee

Unless otherwise indicated, the term “employees” when used hereinafter in this Agreement shall refer to all employees of the school represented by the Association as set forth above.

ARTICLE II

GRIEVANCE PROCEDURE

A. Right to Appeal

Any employee shall have the right to appeal the application of policies and administrative decisions affecting terms and conditions of employment through administrative channels. Such appeal shall be initiated within thirty (30) calendar days of occurrence. With respect to his/her personal grievances and proposals, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal, or designate a representative of the Association and/or other person of his/her choosing to appeal with him/her or for him/her at any step of his appeal.

B. Common Grievance

In the event that a group of employees shall have a common grievance, this grievance may be presented by a representative or representative committee of their choosing, not to exceed four (4) in number according to the procedure outlined below:

1. Any employee who has a grievance or proposal shall discuss it first with his/her principal/supervisor in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he/she shall set forth his/her complaint in writing to the principal/supervisor

within five (5) work days. The written grievance shall specify as follows:

- date grievance filed
- date of alleged violation
- nature of grievance
- specific contractual provision(s) or policy(ies) violated
- remedy being sought

The principal/supervisor shall communicate his/her decision to the employee in writing within five (5) work days of receipt of the written complaint.

3. Upon receipt of the principal/supervisor's decision, the employee may appeal this decision to the superintendent of schools within ten (10) work days. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the matter from the principal/supervisor, shall confer with the concerned parties, and upon request, with his employee or principal/supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The superintendent shall communicate his/her decision in writing along with supporting reasons, to the employee and the principal/supervisor.
4. If the matter is not resolved to the employee's satisfaction, he/she may request a review by the Board of Education within twenty (20) work days of receipt of the superintendent's determination. The request shall be submitted in writing through the superintendent of schools, who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall review the matter, hold a hearing with the employee or an association group (if requested) and render a decision in writing within thirty (30) work days.
5. If the Association is not satisfied with the disposition of the grievance by the Board, or if no

decision has been rendered within ten (10) work days after a discussion with the Board or twenty work (20) days after the grievance was delivered to the secretary of the Board, whichever is sooner, the association may submit the grievance to arbitration by filing with the Public Employment Relations Commission and the rules of such agency shall apply.

The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on the parties.

The costs for the services of the arbitrator, including per diem expense, if any, and actual and necessary 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.

Any grievant may represent himself/herself through Level Three of this procedure. When the grievant 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, and no grievance shall be considered resolved without the approval of the Association. Only the Association may process grievances through arbitration.

ARTICLE III

MISCELLANEOUS

A. Jury Duty

Whenever an employee receives notice to serve on a jury of the United States or the State of New Jersey, the employee shall respond in writing to the notice requesting that his/her time of service be postponed until school is not in session. If the request is not granted and the employee is required

to serve, he/she shall return the jury pay to the Board and be compensated at his/her regular rate of pay.

B. Just Cause

No permanent employee shall be disciplined without just cause. Probationary (90 days) employees, however, may be disciplined or terminated for failure to meet district standards or for other reasons.

C. Mileage

Mileage will be reimbursed as per the Board Policy Manual.

D. Job Posting

All jobs will be posted in the District Schools within five school days prior to the position being filled. Any interested employees may apply.

E. Clothing Allowance for Food Service Employee

During the term of this Agreement, the Board shall provide all presently employed full-time food service employees with three (3) work uniforms. Any food service employee subsequently employed full-time, after a ninety (90) day employment period, shall initially receive three (3) uniforms by the Board and one (1) uniform per year in succeeding years of employment. A uniform consists of a shirt and pair of slacks, provided.

ARTICLE IV

PAID LEAVES OF ABSENCE

A. Sick Leave.

12 month employees	12 sick days
10 month employees	10 sick days

B. Unused Sick Leave.

Upon retirement only, all employees shall be paid one sick day for every three accumulated sick days at the employee's per diem rate, to a maximum of thirty (30) sick days.

C. Personal Days.

All employees shall receive three (3) personal days without reason. If additional days are required, employees shall submit a written request to the Board for consideration.

1. Employees shall give their immediate supervisors forty-eight (48) hours written notice in advance of the contemplated absence.
2. To the extent permitted by law, unused personal days may be converted to sick leave, and added to an employee's sick leave bank.

D. Bereavement Days

Four (4) days per occurrence shall be granted for death in the immediate family. Immediate family consists of spouse, son(s), daughter(s), mother, father, sister(s), brother(s), father-in-law, mother-in-law, son(s)-in-law, daughter(s)-in-law, brother(s)-in-law, sister(s)-in-law, grandparents, grandchildren, step-parents and step-children, domestic partner or otherwise qualified adult. One day shall be granted for the death of any other family member, or person living in the household. Bereavement leave shall commence immediately following the death, unless specifically authorized by the Superintendent of Schools.

E. Vacation

Each twelve-month employee shall be entitled to vacation with pay according to the following schedule based upon the number of years employed in the district:

One to four years	=	Ten (10) days
Five to nine years	=	Fifteen (15) days
Ten or more years	=	Twenty (20) days

Each twelve-month employee is entitled to vacation following a probation period of ninety (90) days. Vacation days shall be carried over to the following school year but such carried-over days must be used within the first ninety (90) days of the new school year. Payment for unused vacation days shall be made at the time of retirement or upon leaving the district. Unused vacation days are those days earned prior to the effective date of the employee's retirement or leaving the district.

F. Perfect Attendance

Employees maintaining perfect attendance from September 1st to January 31st shall receive a stipend of \$150 on February 15th. Employees maintaining perfect attendance from February 1st to June 30th shall receive a stipend of \$150 on July 1st.

ARTICLE V

MATERNITY LEAVE

Employees are entitled to maternity leave as set forth in applicable federal and state law.

ARTICLE VI
HOLIDAYS

All full-time employees shall observe fourteen (14) holidays as designated on the official Board-approved twelve-month calendar except in emergency situations and to satisfy state requirements concerning heating systems inspections.

ARTICLE VII

SALARIES

A. **Base Salaries**

Base Salaries shall be increased as follows for employees:

2005-2006	2006-2007	2007-2008
4.5%	4.5%	4.5%

1. Before the agreed-upon percentage increase, in each year of this Agreement, each secretary shall receive three hundred (\$300.00) dollars for each year of service in Wharton, which will be applied to the secretary's base salary. After the application of this enhancement, all salaries will be increased by 4.5% in each year of this Agreement.
2. For the 2005-2006 school year, all aides shall receive an additional .5% (.005) above the negotiated raise for that year. For the 2006-2007 school year, all aides shall receive an additional .25% (.0025) above the negotiated raise for that year.

B. **Beyond Normal Work Day**

Employees shall be paid for any additional time beyond the normal work day to attend meetings or conferences required by the Board.

ARTICLE VIII

CUSTODIANS

A. **Work Day**

Custodians shall work an eight (8) hour day excluding one half hour for lunch/dinner. Custodians shall be entitled to a fifteen (15) minute break during the first four hours of work and also during the second four hours of work, but not to be used at the end or beginning of their work shift. Whenever a night custodian is the only custodian on duty and the boilers are operable and running, the night custodian shall work seven and one half (7.5) hours including lunch/dinner.

B. **Overtime**

Overtime as approved by the school business administrator shall be paid at the rate of one and one half (1½) times the custodian's regular hourly pay. Overtime as approved by the school business administrator which occurs

on Sundays or negotiated holidays shall be paid at the rate of two (2) times the custodian's regular hourly rate. All state laws shall be followed for payment of all overtime.

Custodians who are called in to work overtime in the event of an emergency as determined by the school business administrator shall be paid for a minimum of two (2) hours work at the rate defined in the preceding paragraph. This provision does not include snow or ice removal.

C. Emergency Weather Conditions

When school is closed to students due to emergency conditions, the day and night custodians will report to work as soon as possible as determined by the business administrator, and shall work an uninterrupted eight (8) hour shift unless the business administrator abbreviates the shift. All work over the regular eight (8) hour shift shall be compensated according to federal and state overtime laws and regulations.

D. Clothing Allowances

1. During the term of this Agreement, all presently employed full-time custodians and any custodian subsequently employed full-time, after a ninety (90) day employment period, shall be entitled to steel-toe work shoes, the cost of which shall not exceed one hundred twenty-five dollars (\$125) per year.
2. During the term of this Agreement, the Board shall provide all presently employed full-time custodians with three (3) work uniforms. Any custodian subsequently employed full-time, after a ninety (90) day employment period, shall initially receive three (3) uniforms by the Board and one (1) uniform per year in succeeding years of employment. A uniform consists of a shirt and pair of slacks, provided.
3. During the term of this Agreement, all presently employed full time custodians shall receive reimbursement for the out-of-pocket expenses towards the purchase of Board approved work clothes, which reimbursement shall not exceed one hundred twenty-five dollars (\$125) per year. Advance approval by the school business administrator is required before purchasing work clothes as defined in this section (3).

4. The Board shall supply the appropriate number of sets of foul weather gear to be stored at the school for use by the custodians.

E. Black Seal Stipend

A one-time salary adjustment of eight hundred (\$800) dollars will be added to the base salary of custodians with a Black Seal License. Any newly-hired custodian shall obtain a Black Seal License within six (6) months after hire.

ARTICLE IX

SECRETARIES

A. Work Day

1. The secretary shall work an eight (8) hour day including one hour for lunch which shall be taken between 11:00 a.m. and 1:30 p.m.
2. The secretary shall work a seven (7) hour day including one hour for lunch from the day after students are dismissed for the summer recess in June to August 20, at which time the work day shall become an eight (8) hour day including one hour for lunch.
3. On days when students and staff are dismissed at 12:40 P.M. and not expected to return to school, the secretary shall work until 1:00 p.m. and forego his/her normal lunch break. The secretary agrees that she/he will not leave under such circumstances until a principal, supervisor or teacher has taken responsibility for any remaining students.
4. When school is closed to students and staff due to emergency conditions, the secretary is not expected to work. On days when school opens later due to weather or emergency conditions, the secretary shall report to work as soon as is reasonably possible but not later than the delayed opening time. He/she shall leave at his/her regular departure time.

5. Federal and state overtime laws and regulations shall govern payments of all overtime hours worked over forty (40) hours per week. Overtime requires advance administrative approval.
6. Secretaries recognize that from time to time in emergent circumstances, they may be called upon to assist the administration in the care and supervision of children. Towards that end, the Board recognizes that any secretaries who assist in the care and supervision of children are protected and held harmless by virtue of the provisions of N.J.S.A. 18A:16-6 and N.J.S.A. 18A: 16-6.1.

ARTICLE X

AGENCY FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representative fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representative fee to be paid by non-members will be equal to the maximum allowed by the law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and will promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his/her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

The Association will establish and maintain a Demand and Return System which gives representation fee payers a procedure to contest the amount of the fee in accordance with N.J.S.A. 34:13A-5.5(c).

ARTICLE XI

MEDICAL BENEFITS

A. Medical Benefits

The Board will pay the total cost of Blue Cross/Blue Shield and Major Medical, with Rider "J" or equal for employees who work at least thirty (30) hours per week, employed as of July 1, 1999, for the length of this Agreement. It is understood and agreed that the plan to be utilized by the Board of Education shall be the New Jersey Health Benefits, or its equal and the terms and conditions of such coverage shall be established for such plan. Dependents of employees listed above shall be included within such coverage to the extent presently included under the existing plan. An

effort will be made by the Board to obtain the same coverage that presently exists under the Medical Benefits article. Until such time as a new carrier who provides the same benefits as presently available the existing policy will remain in effect.

B. Dental Plan

Upon execution of this Agreement by the parties hereto, the Board will forthwith secure and implement a family dental plan (New Jersey Dental Service, Program I-A) for employees who work at least thirty (30) hours per week, at the expense of the school district.

ARTICLE XII
AIDES

- A. Aides will not be required to involuntarily work a split shift and shall be provided with a paid lunch break at a reasonable time, between 11:00 a.m. and 1:00 p.m.
- B. Calculation of base year salaries shall be inclusive of the additional .5% contained in the Side Bar Agreement included in the 2002-2005 contract.
- C. Addition of the following stipend: Head Cook – Five hundred (\$500.00) dollars.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective from July 1, 2005 through June 30, 2008.

- - - - SIGNATURES - - - -

The Wharton Board of Education and the Wharton Educational Support Personnel Association do hereby agree to the procedures and conditions as set forth in this document entitled "Agreement Between THE WHARTON BOROUGH BOARD OF EDUCATION and THE WHARTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION covering the period of July 1, 2005 to June 30, 2008.

WHARTON BOARD OF EDUCATION

WHARTON EDUCATIONAL
SUPPORT
PERSONNEL ASSOCIATION

By: _____
President

By: _____
President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

Date

Date

**SIDE BAR AGREEMENT
BETWEEN
WHARTON BOROUGH BOARD OF EDUCATION
AND
WHARTON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**

In consideration of the mutual promises and undertakings contained herein, the undersigned parties agree that the Collective Negotiation Agreement between the Wharton Borough Board of Education and the Wharton Educational Support Personnel Association, effective July 1, 2002 to June 30, 2005, is hereby amended as follows:

1. For the term of this contract, secretarial base salaries shall be increased by the agreed-upon percentage, **plus** three hundred (\$300) dollars for each year of service. For example, a secretary who has been employed in the district as a secretary for three years will receive the percentage increase **plus** nine hundred (\$900) dollars additional to her base "Salary" in year one of the contract; one thousand two hundred (\$1,200) dollars to her base "Salary" in year two of the contract; and one thousand five hundred (\$1,500) to her base in year three of the contract.
2. For the 2002-2003 school year, all aides shall receive an additional .5% (.005) above the negotiated raise for that year. For the 2003-2004 school year, all aides shall receive an additional .25% (.0025) above the negotiated raise for that year.

This Side Bar Agreement shall not survive the expiration of the Collective Negotiations Agreement that becomes effective July 1, 2002, unless expressly so provided therein.

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