

**AGREEMENT**  
**between the**  
**WHARTON BOARD OF EDUCATION**  
**and the**  
**WHARTON EDUCATION ASSOCIATION, INC.**

**Covering the Period**  
**July 1, 2004 to June 30, 2007**  
**BOROUGH OF WHARTON**  
**WHARTON, NJ**

**ARTICLE I**

**RECOGNITION**

- A. The Board hereby recognizes the Association as the majority representative for the collective negotiations concerning the terms and conditions of employment of all personnel under contract including: teachers, speech correctionists, nurses, library media specialists, psychologists, guidance counselors, social workers, child study team coordinators, and learning disabilities teacher- consultants.
- B. All other employees of the Board employed in any category are automatically excluded from coverage.
- C. Unless otherwise indicated, the term “employees” shall be interpreted in the Agreement to refer to all employees of the school system represented by the Association as set forth above and references to male employees shall include female employees.

**ARTICLE II**

**NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. Should the parties decide to engage in traditional bargaining, negotiations shall begin with a meeting at which time the Association and the Board shall exchange proposals.
- B. A scattergram will be developed and mutually agreed upon reflecting the status of the salaries of the members of the bargaining unit as of December 15, 2006.

**ARTICLE III**

**GRIEVANCE PROCEDURE**

- A. Any employee shall have the right to appeal the application of policies and administrative decisions affecting him/her through administrative channels. Such appeal shall be initiated within thirty (30) calendar days of occurrence. With respect to his/her personal

grievance 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 Wharton Education Association, Inc., and/or other person of his choosing to appear with him/her or for him/her at any step of his/her appeal.

- B. 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 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) calendar days, he/she shall set forth his/her complaint in writing to the principal within five (5) calendar days. The principal shall communicate his/her decision to the employee in writing within five (5) calendar days of receipt of the written complaint.
  3. Upon receipt of the principal's decision, the employee may appeal this decision to the superintendent of schools within ten (10) calendar days. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance or proposal is based. The superintendent shall request a report on the matter from the principal, shall confer with the concerned parties, and upon request, with the employee or principal separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten

(10) calendar days. The superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee and the principal.

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) calendar 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 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) calendar days.
5. Any grievance pertaining to the contract language of the agreement not resolved to the employee's satisfaction after review by the Board of Education may, at the request of the Association or the employee(s), be submitted to arbitration and in such event the decision of arbitration shall be binding with the costs shared equally with the Board and the Association. The arbitrator shall be chosen through the PERC procedures. All other grievances including grievances of Board policies, administrative decisions and/or past practices, not resolved to the employee's satisfaction after review by the Board of Education may, at the request of the Association or the employee(s) and with the concurrence of the Board of Education and the grieved employee(s), be submitted to arbitration and in such event the decision of arbitration shall be binding with cost shared equally with the Board and the Association.

**ARTICLE IV**  
**BOARD RIGHTS**

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right:

- 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 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.
- G. To request an informal general meeting with the Wharton Education Association, Inc. once a year. Such request shall be honored.

## ARTICLE V

### **EMPLOYEE RIGHTS AND PRIVILEGES**

#### A. Limitations

The exercise of the foregoing powers shall be limited by the provisions of this Agreement and N.J.S.A. 34:13A-1 et seq., and any other applicable statutes and rules, regulations and decisions having the force and effect of law.

#### B. Severability

If any provisions of this Agreement or any applications of this Agreement by any employee, group of employees, or the Board is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue to remain in full force and effect.

#### C. Jury Duty-Paid Leave

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 for postponement 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.

D. Increments

If an increment is to be withheld from any person employed by the Board, said employee must be notified in writing no later than the date stipulated by state law of the preceding school year in which this salary action is to take effect.

E. Summer School Employment

Priority shall be given to currently employed teaching staff for summer school employment.

**ARTICLE VI**

**ASSOCIATION RIGHTS**

- A. The Association reserves the right to request an informal general meeting with the Board of Education once a year. Such request shall be honored.
- B. A copy of this Agreement will be made available to all personnel affected by the Agreement as soon as possible after the Agreement has been signed by both parties. In addition, one (1) copy of any revisions to the Wharton Board Policy Manual will be made available to the Association. The Board shall provide the Association with copies of the new Agreement for Association distribution to teaching staff; the Board shall distribute copies of the Agreement to new teachers as may be necessary and the Board shall provide extra copies in the Administrative Office for staff who may require a copy.

**ARTICLE VII**

**WORK YEAR**

The in-school work year shall be comprised of 182 days, including 180 instructional days, one (1) day of staff orientation for all teachers, and one (1) professional development day.

## **ARTICLE VIII**

### **WORK HOURS AND WORK LOAD**

- A. MacKinnon students shall report at 8:00 a.m. and Duffy students shall report at 8:35 a.m. The school day for students will end for both schools at 3:05 p.m.
- B. The workday for MacKinnon School teachers will be from 8:00 a.m. to 3:10 p.m.
- C. The workday for Duffy School teachers will be from 8:10 a.m. to 3:20 p.m.
- D. Scheduled faculty meetings will be conducted as follows: once per month beginning at 3:10 p.m. with the length of the meeting limited to thirty (30) minutes whenever possible.
- E. On days that school is in session for a full day, Duffy School teachers with a daily full time teaching load shall receive one fortyfive (45) minute planning period and a duty-free forty-five (45) minute lunch period. MacKinnon School teachers shall receive two forty-five (45) minute planning periods and a fortyfive (45) minute duty-free lunch period.
- F. In the event that the kindergarten program is a half-day program, all full-time kindergarten teachers shall be scheduled planning time on a weekly basis equal to other teachers with a full-time teaching load.
- G. All activities outside the regularly scheduled program must be approved by the Board if remuneration is to be given to a teacher or teachers. Such remuneration shall be in the form of a written agreement between the Board and the participating member or members of the staff involved in the activity as negotiated between the Board and the Association.
- H. On days when the school administration is unable to obtain the services of a substitute teacher, extra pay shall be given to a teacher who: (1) is assigned to cover another teacher's class during that time of day when the covering teacher would normally be



scheduled for planning time or other unassigned duties; or (2) is asked by an administrator to cover two classes, said teacher shall be reimbursed at the contractual rate; or (3) is asked by an administrator to implement additional planning for students upon the absence of a special teacher, said teacher will be reimbursed at the contractual rate. Payment is to be made at the end of the school year in a separate check, payable at the negotiated rate for “Reimbursement for Assigned Duty During Planning Time.” In the event a teacher has an emergency during the school day, the covering teacher shall not be entitled to any additional pay.

- I. The Board reserves the right to assign homeroom duty. Any allied teacher assigned homeroom duty shall be paid at the Allied Teacher Homeroom rate in the Extracurricular/Special Assignment Compensation Guide, prorated on a daily basis, based upon a 180-day year. Payment shall be made at the end of the school year by separate check.
- J. Each teacher who chooses to accompany students on a school sponsored overnight field trip will be compensated at the Overnight Field Trip Chaperone rate in the Extracurricular/Special Assignment Compensation Guide.
- K. Should an Association member be employed as a Child Study Team Coordinator or Co-Coordinator, the negotiated stipend shall be paid according to the Child Study Team Coordinator or Co-Coordinator rate in the Extracurricular/Special Assignment Compensation Guide.
- L. Stipends for Family Programs are paid in accordance with the rates set forth in Extracurricular/Special Assignment Compensation Guide.

1. The Family Tools and Technology Program consists of twenty-one (21) hours. The instructor will be responsible for seven (7) sessions. Each three (3)-hour session will consist of two (2) hours instructional time, one-half hour set up, and one-half hour clean-up.
  2. The Family Science Program consists of eighteen (18) hours. The instructor will be responsible for six (6) sessions. Each three (3)-hour session will consist of one and one-half (1 1/2) hours instructional time, one (1) hour set up, and one-half (1/2) hour clean-up.
  3. The Family Math Program consists of fourteen (14) hours. The instructor will be responsible for four (4) sessions. Each three and one-half (3 ½)-hour session will consist of two (2) hours instructional time, one (1) hour set up, and one-half (1/2) hour clean-up.
- M. Parent-Teacher Conferences will be scheduled as follows: two sessions in the Fall and two sessions in the Spring for the Duffy Elementary School and four sessions in the Fall and a reduction to two sessions in the Spring for the MacKinnon Middle School.

## **ARTICLE IX**

### **SALARIES AND OTHER FORMS OF REMUNERATION**

- A. The Board and the Association will mutually develop salary guides for this settlement.
- B. Staff members having an anniversary date of 90 school days or less from the start of the school year will receive their increment at the start of the next school year. Staff members having an anniversary date of 91 or more school days from the start of the school year will receive their increment at the start of their second full school year.

C. Longevity

1. Any teacher who has completed ten (10) or more consecutive years of teaching employment for the Wharton School District shall receive longevity stipend of five hundred (\$500) dollars in each of the school years 2004-2005 and 2005-2006. In the 2006-2007 school year, longevity shall be increased to seven hundred fifty (\$750) dollars.
2. Any teacher who has completed fifteen (15) or more consecutive years of teaching employment for the Wharton School District shall receive a longevity stipend of seven hundred fifty (\$750) dollars in each of the school years 2004-2005 and 2005-2006. In the 2006-2007 school year, longevity shall be increased to one thousand (\$1,000) dollars.
3. Any teacher who has completed twenty (20) or more consecutive years of teaching employment for the Wharton School District shall receive a longevity stipend of \$1,000 in each of the school years 2004-2005, and 2005-2006. In the 2006-2007 school year, longevity shall be increased to one thousand five hundred (\$1,500) dollars.

D. Mentoring

1. To insure time of interaction between Mentor and Novice Teacher, the equivalent of one day substitute time will be provided to each person. They may choose to do this in two (2) half-days rather than one (1) full day.
2. Whenever possible, common planning time will be assigned.
3. Posting of need for mentors will be made as soon as the need arises.

4. Mentors will be assigned from the pool of volunteers and compensation will be made according to the state guidelines for the Provisional Teacher Program which is, for the 2001-2002 school year, five hundred fifty (\$550) dollars. Mentors and Novice Teachers will be expected to follow state guidelines. Every effort will be made to match grade level or specialty and to guarantee equal opportunity to those willing to be a Mentor. The Novice Teacher will be involved in the selection process.

E. Salary Guide Placement Arbitration

The parties agree to incorporate by reference into this Agreement the Arbitration decision dated November 25, 2003, concerning the Salary Guide Placement Arbitration.

By way of illustration, a teacher who earns a Master's Degree who also attained additional credits apart from the Master's Degree program prior to the conferment of the Master's Degree shall be credited for the Master's Degree only, *not* a Master's Degree plus the additional credits.

## **ARTICLE X**

### **PERSONAL LEAVE**

A. Absences for Personal Reasons (Personal Days)

Tenured and Non-Tenured teachers and full-time employees covered by this contract shall be allowed to be absent for personal reasons without loss of pay in accordance with the following:

1. Without Reason

A total of three (3) days shall be granted to each employee without reason required.

2. Family Death

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-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, step-parents and step-children.

3. With Reason

Absences shall be allowed without loss of pay for the following reasons:

- (a) Serious illness in the immediate household or immediate family;
- (b) Legal matters - e.g.: House closing, court appearance, etc;
- (c) Observance of religious holidays;
- (d) Death of any other family member other than a member of the immediate family as defined above;
- (e) Any other reason as approved by the superintendent, provided, however, that the total absences allowed under this paragraph (3) shall not exceed two (2) days per school year.

B. Discretion of the Board of Education

If additional days are required, written request shall be presented to the Board of Education for consideration.

C. Rules and Limitations

Personal days provided under paragraph A above shall be subject to the following rules and limitations:

1. Personal days may not be used on the school day prior to or the day after a vacation period, except upon prior approval of the Superintendent of Schools for extenuating circumstances. A vacation period is defined as any scheduled closing according to the school calendar approved by the Board of Education.
2. Personal days without reason may not be allowed after June 1<sup>st</sup> unless:
  - (a) The employee has used all personal days with reason provided pursuant to paragraph A3 above; and,
  - (b) The employee has personal days without reason remaining and unused from the school year; and,
  - (c) There is a reason for the request, meeting the criteria established in paragraph A3 above.
3. In order to take an absence for any of the days permitted, the employee shall give forty-eight (48) hours written notice to his/her principal in advance of the contemplated absence or such shorter notice as is practical in the situation.
4. Subject to the powers of the Board of Education and except for those instances where authority to grant personal days is reserved to the superintendent, the principal shall also have the authority to approve all requests for personal days.
5. In all events, personal days shall be non-cumulative and shall not be carried over from one (1) school year to another.

## **ARTICLE XI**

### **SICK LEAVE**

- A. Tenured and non-tenured teachers and full time employees, under written contract, shall be allowed eleven (11) sick days per year, without loss of pay. Unused sick leave days shall be accumulated from year to year with no maximum limit.
1. Application for sick leave in excess of two (2) consecutive work days should be supported by certification from an attending physician. However, a signed statement from the employee indicating the nature of the illness and the reasons why a medical certificate is not furnished may be accepted at the discretion of the Board, when requested by the Board.
  2. Part-time employees, under written contract, shall be allowed a pro-rata share of the sick leave allowance, including the right to accumulate unused sick leave days.
- B. For teachers hired prior to September 26, 1989, upon retirement at age sixty (60) or over, severance pay shall be based upon accumulated sick days and paid at the current rate of a substitute's daily pay. The above benefit shall be available to a teacher who retires between ages fifty-five (55) through fifty-nine (59) who has a minimum of ten (10) years of service in the Wharton School District. This benefit is extended to include teachers of any age who leave the district after twenty-five (25) years of service in the Wharton Borough Schools.
- C. The pay for unused sick leave at retirement for all employees hired after September 26, 1989, shall be fifty-dollars (\$50) per accumulated day to a maximum of one hundred (100) days in the 2004-2005 school year. In the 2005-2006 school year, the payment

shall be seventy-five (\$75) dollars per accumulated day to a maximum of one hundred twenty-five (125) days. In the 2006-2007 school year, the payment shall be seventy-five (\$75) dollars per accumulated day to a maximum of one hundred seventy-five (175) days. All current bargaining unit members shall continue to have the same benefit currently in the contract.

**ARTICLE XII**

**ATTENDANCE INCENTIVE PROGRAM**

A. Eligibility:

All contracted teachers who complete the full school year, regardless of reemployment or non-reemployment for the next school year, shall be eligible to participate in the Attendance Incentive Program. Part-time contracted teachers shall be eligible on a pro-rata basis. Teachers on sabbatical or extended leaves of absence are not eligible to participate in the Program.

B. Payment Schedule:

Countable Absences Per year	Stipend
0	6x substitute's per diem rate
1	5x substitute's per diem rate
2	4x substitute's per diem rate
3	3x substitute's per diem rate
4	2x substitute's per diem rate
5	1x substitute's per diem rate
6 or more	0



All absences are counted except death in immediate family days, extended illness days in excess of five (5) consecutive days, Workers' Compensation Days, Jury Duty Days, Professional Days, and Religious Holidays.

C. Payment Procedures:

Calculations will be computed after June 30<sup>th</sup> and stipends processed during the summer for payment to teachers on the first day back to work in September.

### **ARTICLE XIII**

#### **MATERNITY LEAVE**

- A. The Board shall grant maternity leave for child rearing without pay to any teacher upon request. Any tenured or non-tenured teacher seeking such leave shall apply to the Board sixty (60) calendar days prior to the beginning of the leave. At the time of application, the teacher shall specify in writing the date on which he/she wishes to commence leave. The leave shall terminate at the beginning of the school year following the commencement of the maternity leave. However, such leave may be extended upon request for an additional school year to terminate at the beginning of the school year following the commencement of the extended maternity leave. This request shall be made within ninety (90) calendar days of the previously approved return date. The maximum maternity leave shall be two (2) calendar years.
- B. Where both husband and wife work for the Board, only one of them may apply for and receive leave as above for child rearing purposes.
- C. A teacher may utilize all or part of her accumulated sick leave days for that period of time in which her pregnancy results in medical disability. The disability request shall be

supported by physician's certificate. Any tenured or non-tenured teacher who seeks a maternity leave exclusively for the period of disability, with no child rearing period, shall apply for leave in accordance with the above procedure and shall be entitled to commence and return from disability leave upon medically confirmed dates.

- D. All requests shall be made in writing to the superintendent. The Board may require any teacher to produce a physician's certificate in support of the requested date and the Board may choose to have the certificate confirmed by a Board-appointed physician. If the two physicians disagree, they shall choose a third physician whose opinion shall be binding upon the parties.
- E. The Board may remove any pregnant teacher from her teaching duties on any one of the following bases:
1. Her teaching performance substantially declines from the period preceding pregnancy.
  2. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
    - (a) The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching;
    - or
    - (b) The Board's physician concludes she is unable to continue teaching.
  3. If the two physicians disagree, they shall choose a third physician whose opinion shall be binding upon the parties.
  4. Any other just cause that is found to exist in N.J.S.A. Title 18A.

- F. The Board is under no compulsion to continue the employment of a non-tenured employee beyond the contracted period so long as the non-renewal of employment is not based upon a condition of pregnancy or childbirth. The maternity leave shall not be counted for tenure purposes.
- G. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The teacher shall be granted a full salary guide step if he/she works at least one-half of a school year (two full quarters). Working less than one-half ( $\frac{1}{2}$ ) of a school year shall result in no advancement on the salary guide.
- H. Within sixty (60) days of the scheduled return date of any maternity leave, the employee shall confirm in writing his/her intention to return on that date.
- I. During the term of this Agreement, the Board and the Association shall convene a committee to mutually develop language for Maternity Leave.

#### **ARTICLE XIV**

##### **SABBATICAL LEAVE**

- A. Any teacher who shall have completed seven (7) or more years of continuous full time service in any professional capacity in Wharton Public Schools, may, after filing the appropriate form, and upon recommendation of the superintendent, be granted leave of absence by the Board for up to one (1) full year for study at, or under the auspices of, an accredited institution.
- B. Application for such leave shall be made before November 1<sup>st</sup> prior to the year for which such absence is requested. Such application shall be made upon a form furnished by the

Board, and shall indicate a program, approved by the Board, to be followed by the teacher during the period of leave.

- C. Applicants shall agree to abide by all conditions determined upon by the Board to govern such leaves of absence.
- D. As a condition to such leave, the teacher shall enter into a contract to continue in the service of the Wharton Public Schools for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay to the Board the full salary received while on leave.
- E. The Board shall have the right to fix the duration of the leave and the compensation to be paid during such leave at a rate not in excess of one-half ( $\frac{1}{2}$ ) salary for the leave period, which shall not exceed one (1) year. From such salary shall be deducted monthly the regular deductions for the Teacher's Pension, one-half ( $\frac{1}{2}$ ) the cost of medical coverage premium, and other deductions authorized by the teacher. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system.
- F. Not more than one (1) teacher shall be granted sabbatical leave for the same year. Exceptions may be made at the discretion of the administration and the Board of Education.
- G. If more than one (1) teacher of the system shall apply for leave, selection shall be made on the basis of benefits to the school system. At all times the needs of the school system as a whole shall be paramount.

- H. Teachers on such leave may associate for compensation with any person, persons, or organization during the sabbatical year, providing the Board gives prior written approval for such association.
- I. Teachers on such leave shall make written reports as mutually agreed upon with the superintendent prior to the approval of the sabbatical.
- J. Teachers on such leave will be considered as in the employ of the Board of Education of Wharton Borough, and the time thus spent shall count as regular service toward retirement, but will not receive other monetary benefits included in the contract.
- K. Such leave of absence may be rescinded by the Board at its discretion at any time during the year for which it is granted when in the judgment of the Board the conditions under which it was granted are not being met. Thirty (30) days notice of such rescinding action shall be given to the teacher.

## **ARTICLE XV**

### **PROFESSIONAL DEVELOPMENT**

- A. The Board shall pay contracted teaching personnel for college accredited courses up to a maximum of one thousand six hundred two (\$1,602.00) dollars per year for the 2004-2005, and 2005-2006 school years, inclusive of tuition, required fees, parking and required books. In the 2006-2007 school year, the amount shall increase to two thousand (\$2,000) dollars. All courses must be approved by the superintendent, and payment shall be made upon receipt of transcripts, record of payment, and proof that a passing grade was obtained.

- B. All permanently contracted teachers and nurses may be required to take additional training at the request of the superintendent. This requirement shall not exceed one (1) course in a two-year period.
- C. Payment for courses included under A and B above shall be made as soon as possible after transcripts are presented to the superintendent, but not later than seventy-five (75) days after transcripts are presented.

## **ARTICLE XVI**

### **HEALTH BENEFITS**

- A. The Board shall pay the total cost of NJ State Health Benefits Program or equal for full time employees for the term of this Agreement. It is understood and agreed that the plan to be utilized by the Board of Education shall be the New Jersey State Health Benefits Program, or its equal and the terms and conditions of such coverage shall be established for such plan. Dependents of employees 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 Health Benefits article. Until such time as a new carrier who is able to provide the same benefits as presently available, the existing policy will remain in effect.
- B. The Board shall pay the total cost of a family dental plan – Delta Dental of New Jersey, Premier Program.
- C. During the term of this Agreement, the Board and the Association shall convene a committee to investigate health benefits savings.

## **ARTICLE XVII**

### **REPRESENTATION FEE**

The parties to this Agreement hereby adopt in full Chapter 477 P.L. 1979. Said adoption pertains solely to the unit represented by the Wharton Education Association. The Board agrees to implement payroll deduction as is presently operative in the District and will include the collection and transmittal of this fee pursuant to the present procedure.

The Association agrees to notify the Board of the amount of the representation fee to be collected for each listed non-member of the Association. Said fee shall be no more than the maximum permitted by law. The provisions for collection and transmittal of this fee shall be governed by Chapter 233 P.L. 1969, (N.J.S. 52:14-5.9E).

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS**

- A. The Association and/or its individual members shall not directly or indirectly participate in any strike action. Violation of this provision shall be just cause for disciplinary action by the Board.
- B. Upon ratification, the Board shall be responsible for printing the final Agreement.

**ARTICLE XIX**

**DURATION**

The provisions of this Agreement shall become effective on the 1<sup>st</sup> day of July, 2004 and shall remain unmodified in effect until the 30<sup>th</sup> day of June, 2007.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2006.

BOARD OF EDUCATION OF THE  
BOROUGH OF WHARTON, NJ

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board President

ATTEST:

WHARTON EDUCATION ASSOCIATION

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Co-President

\_\_\_\_\_  
Co-President



Year 1  
 2004-2005  
 SCHOOL YEAR

STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45
A	40,337	41,354	42,371	43,388	44,405	45,422	46,439
B	40,837	41,854	42,871	43,888	44,905	45,922	46,939
C	41,837	42,854	43,871	44,888	45,905	46,922	47,939
D	42,837	43,854	44,871	45,888	46,905	47,922	48,939
E	43,837	44,854	45,871	46,888	47,905	48,922	49,939
F	45,037	46,054	47,071	48,088	49,105	50,122	51,139
G	46,037	47,054	48,071	49,088	50,105	51,122	52,139
H	47,037	48,054	49,071	50,088	51,105	52,122	53,139
I	48,037	49,054	50,071	51,088	52,105	53,122	54,139
J	49,532	50,549	51,566	52,583	53,600	54,617	55,634
K	52,809	53,826	54,843	55,860	56,877	57,894	58,911
L	56,186	57,203	58,220	59,237	60,254	61,271	62,288
M	59,663	60,680	61,697	62,714	63,731	64,748	65,765
N	63,240	64,257	65,274	66,291	67,308	68,325	69,342
O	69,480	70,497	71,514	72,531	73,548	74,565	75,582

Year 2  
 2005-2006  
 SCHOOL YEAR

STEP	BA	BA + 15	BA + 30	MA	MA + 15	MA + 30	MA + 45
A	42,375	43,392	44,409	45,426	46,443	47,460	48,477
B	42,875	43,892	44,909	45,926	46,943	47,960	48,977
C	43,375	44,392	45,409	46,426	47,443	48,460	49,477
D	44,375	45,392	46,409	47,426	48,443	49,460	50,477
E	45,375	46,392	47,409	48,426	49,443	50,460	51,477
F	46,375	47,392	48,409	49,426	50,443	51,460	52,477
G	47,575	48,592	49,609	50,626	51,643	52,660	53,677
H	48,575	49,592	50,609	51,626	52,643	53,660	54,677
I	49,575	50,592	51,609	52,626	53,643	54,660	55,677
J	50,575	51,592	52,609	53,626	54,643	55,660	56,677
K	52,075	53,092	54,109	55,126	56,143	57,160	58,177
L	55,150	56,167	57,184	58,201	59,218	60,235	61,252
M	58,425	59,442	60,459	61,476	62,493	63,510	64,527
N	61,900	62,917	63,934	64,951	65,968	66,985	68,002
O	65,475	66,492	67,509	68,526	69,543	70,560	71,577
P.	70,880	71,897	72,914	73,931	74,948	75,965	76,982

Year 3  
 2006-2007  
 School Year

<b>NEW STEP</b>	<b>BA</b>	<b>BA + 15</b>	<b>BA + 30</b>	<b>MA</b>	<b>MA + 15</b>	<b>MA + 30</b>	<b>MA + 45</b>
A	44,730	45,747	46,764	47,781	48,798	49,815	50,832
B	45,230	46,247	47,264	48,281	49,298	50,315	51,332
C	45,730	46,747	47,764	48,781	49,798	50,815	51,832
D	46,230	47,247	48,264	49,281	50,298	51,315	52,332
E	47,230	48,247	49,264	50,281	51,298	52,315	53,332
F	48,230	49,247	50,264	51,281	52,298	53,315	54,332
G	49,230	50,247	51,264	52,281	53,298	54,315	55,332
H	50,230	51,247	52,264	53,281	54,298	55,315	56,332
I	51,230	52,247	53,264	54,281	55,298	56,315	57,332
J	52,230	53,247	54,264	55,281	56,298	57,315	58,332
K	53,520	54,537	55,554	56,571	57,588	58,605	59,622
L	55,330	56,347	57,364	58,381	59,398	60,415	61,432
M	57,640	58,657	59,674	60,691	61,708	62,725	63,742
N	60,450	61,467	62,484	63,501	64,518	65,535	66,552
O	63,760	64,777	65,794	66,811	67,828	68,845	69,862
P	67,570	68,587	69,604	70,621	71,638	72,655	73,672
Q	71,880	72,897	73,914	74,931	75,948	76,965	77,982

EXTRACURRICULAR/SPECIAL ASSIGNMENT COMPENSATION GUIDE 2004-2007						
Step	2004-05	2005-06	2006-07			
A. Basketball/Baseball/Softball/Cross Country/Soccer Coaches						
1	\$2,401	\$2,497	\$2,597			
2	\$2,517	\$2,618	\$2,722			
3	\$2,633	\$2,739	\$2,848			
4	\$2,750	\$2,860	\$2,974			
5	\$2,866	\$2,981	\$3,100			
B. Cheerleading/Band/Yearbook/Chorus/Student Council/Safety Patrol Advisors/Athletic Coordinator						
1	\$2,904	\$3,021	\$3,141			
2	\$3,021	\$3,142	\$3,268			
3	\$3,137	\$3,262	\$3,393			
4	\$3,253	\$3,383	\$3,519			
5	\$3,370	\$3,505	\$3,645			
C. Child Study Team Coordinator						
	\$11,166	\$11,613	\$12,077			
D. Hourly Rate for Curriculum & Instruction (incl. Home Instruction, Summer School)						
	\$34.31	\$35.69	\$37.11			
E. Reimbursement for Assigned Duty During Planning Time – Per Minute						
	\$0.47	\$0.49	\$0.51			
F. Club Rate/Class Advisors/Family Tools & Tech/Family Math/Family Science						
	\$20.38	\$21.20	\$22.04			
Drama Club Advisor – up to 150 hours						
Asst. Drama Club Advisor – up to 50 hours						
Basketball Club Advisor – up to 50 hours						
Floor Hockey Club Advisor – up to 50 hours						
Tennis Club Advisor – up to 50 hours						
Video Yearbook Club Advisor – up to 150 hours						
Computer Club Advisor – up to 36 hours						
Chess Club Advisor – up to 36 hours						
Scrabble Club Advisor – up to 36 hours						
Newspaper Club Advisor – up to 75 hours						
5 <sup>th</sup> Grade Advisor – up to 50 hours						

6 <sup>th</sup> Grade Advisor – up to 50 hours							
7 <sup>th</sup> Grade Advisor – up to 50 hours							
8 <sup>th</sup> Grade Advisor – up to 100 hours							
Family Tools & Tech – up to 21 hours (for each teacher for each program offered)							
Family Science – up to 18 hours (for each teacher for each program offered)							
Family Math – up to 14 hours (for each teacher for each program offered)							
G. Basketball Site Monitor (per game)							
	\$50	\$52	\$54				
H. Overnight Field Trip Chaperone							
	\$175	\$182	\$189				
I. "Allied" Teacher Homeroom Duty							
	\$200	\$204	\$208				

**SIDE BAR AGREEMENT**

**BETWEEN**

**WHARTON BOARD OF EDUCATION**

**AND**

**WHARTON EDUCATION ASSOCIATION**

In consideration of the mutual promises and undertakings contained herein, the undersigned parties agree that the Collective Negotiation Agreement between the Wharton Board of Education and the Wharton Education Association, effective July 1, 2004 to June 30, 2007, is hereby amended as follows:

1. In the 2006-2007 school year, the following employees shall receive credit on the salary guide for those non-matriculated graduate credits earned prior to attaining their Master's Degree:
  - (a) Mary Ann Puzio
  - (b) Diane Wallace
  - (c) Dorothy O'Donnell
  - (d) Elizabeth Riordan
2. This Sidebar Agreement shall expire at the conclusion of the 2006-2007 school year.

**WHARTON BOARD OF EDUCATION**

BY: \_\_\_\_\_  
Michelle Caulfield, President

Dated:

**WHARTON EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
Timothy McGrail, Co-President

\_\_\_\_\_  
Andrea Saks, Co-President



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