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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN
THE WHARTON BOARD OF EDUCATION
AND
THE WHARTON TEACHERS ASSOCIATION

COVERING THE PERIOD
JULY 1, 1970 to JUNE 30, 1971

BOROUGH OF WHARTON, WHARTON, NEW JERSEY

WHARTON BOARD OF EDUCATION

DUFFY SCHOOL, WHARTON, NEW JERSEY 07885

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CONTENTS

	<u>Page</u>
Preamble	1
Article I Recognition	2
Article II Grievance Procedures	3
Article III Salaries	
Teachers	6
Nurses	7
Custodians	8
Article IV Medical Benefits	9
Article V Tuition Reimbursement	10
Article VI Absences for Personal Reasons	11
Article VII Sick Days	13
Article VIII Duration	14

THIS AGREEMENT, entered into this day of 1970, by and between the Board of Education of the Borough of Wharton, Wharton, New Jersey, hereinafter referred to as the "Board", and the Wharton Teacher's Association, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Board has an obligation pursuant to the provisions of N.J.S. 34:13A-1 et seq. entitled "New Jersey Employer-Employee Relations Act", to prevent or promptly settle labor disputes of its employees, avoid strikes, lockouts, work stoppages and other forms of employer and employee strife, regardless where the merits of the controversy lie, and recognizes that mediation of such disputes under the guidance and supervision of a governmental agency will tend to promote permanent public employer/employee peace, and promote generally, the health, welfare, comfort and safety of the people of this State, and;

WHEREAS, it is the finding of the Board that the mediation of such disputes under the guidance and supervision of a governmental agency is in the best interests of the Wharton School District, and has a direct bearing upon the quality of education for the children of the school district, and;

WHEREAS, the members of the teaching profession

employed by the Board of Education of the Borough of Wharton have associated themselves under the name and style of the Wharton Teacher's Association, and;

WHEREAS, the character and quality of education depends upon the quality and morale of the employee's and an effective Board, and;

WHEREAS, the Board the the Association recognize the qualifications of the teaching profession to take part in the formulation of policies and programs designed to improve educational standards, and;

WHEREAS, representatives of the Board and the Association have entered into negotiations to establish a method of implementing the directives of the aforementioned statute, and have reached a mutual agreement concerning policies, procedures and conditions of employment;

NOW, THEREFORE, in consideration of these premises, the Board and the Association do hereby agree as follows:

ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment in all certified personnel under contract, including teachers, speech therapist, nurses and librarian.

2. The Association will further represent the custodial staff, but shall not represent the Superintendent of Schools or Principals within the school system.

3. Unless otherwise indicated, the term "employees" shall be interpreted in this Agreement to refer to all employees of the school system represented by the Association as set forth above.

ARTICLE II - GRIEVANCE PROCEDURES

POLICY:

Any employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances and proposals, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal, or designate a representative of the Wharton Teacher's Association or other person of his own choosing, to appear with him or for him at any step in his appeal.

1. Any employee who has a grievance or proposal shall discuss it first with his Principal (or immediate superior or department head, if applicable) 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

5 school days, he shall set forth his complaint in writing to the Principal. The Principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

3. The employee may appeal the Principal's decision to the Superintendent of Schools. 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 shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Principal.

4. (A) If the matter is not settled after reaching the Superintendent of Schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the Local Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the employee in writing of that determination.

(B) If the Professional Rights and Responsibilities Committee determines that the grievance or proposal has or may have merit, it shall recommend that the matter be heard by the Board of Education.

(C) If the Professional Rights and Responsibilities Committee determines that the grievance or proposal is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Principal, the Superintendent of Schools and the Board of Education.

(D) An employee whose grievance or proposal has been determined to be without merit by the Professional Rights and Responsibilities Committee shall retain the right to appeal in writing to the Board of Education.

5. If the matter is not resolved to the employee's satisfaction, he may request a review by the Board of Education. 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 (if requested) and render a decision in writing within 30 calendar days.

6. Any grievance supported by the Professional Rights and Responsibilities Committee and not resolved to the satisfaction of the employee after review by the Board of Education shall, at the request of the Professional Rights and Responsibilities Committee and concurrence by the Board of Education, be submitted to advisory arbitration.

7. Anonymous complaints in any form concerning conduct or professional standing of any employee shall be ignored.

ARTICLE III TEACHERS SALARY SCHEDULE

<u>STEPS</u>	<u>B.A.</u>	<u>B.A. + 30</u> <u>or M.A.</u>	<u>M.A. + 30</u>
1	\$ 7,400	\$ 8,400	\$ 9,400
2	\$ 7,600	\$ 8,600	\$ 9,600
3	\$ 8,000	\$ 9,000	\$10,000
4	\$ 8,300	\$ 9,300	\$10,300
5	\$ 8,600	\$ 9,600	\$10,600
6	\$ 8,900	\$ 9,900	\$10,900
7	\$ 9,200	\$10,200	\$11,200
8	\$ 9,500	\$10,500	\$11,500
9	\$ 9,800	\$10,800	\$11,800
10	\$10,100	\$11,100	\$12,100
11	\$10,500	\$11,500	\$12,500
12	\$10,900	\$11,900	\$12,900
13	\$11,300	\$12,300	\$13,300
14	\$11,700	\$12,700	\$13,700
15	\$12,500	\$13,300	\$14,200

NURSES SALARY SCHEDULE

<u>STEP</u>	<u>NON-DEGREE</u>
1	\$ 6,300
2	\$ 6,600
3	\$ 6,900
4	\$ 7,200
5	\$ 7,500
6	\$ 7,800
7	\$ 8,100
8	\$ 8,400
9	\$ 8,700
10	\$ 9,000
11	\$ 9,300

1. Mrs. Schiffner will be placed on step eight (8) of guide.
2. Mrs. Lyons will be placed on step four (4) of guide.

CUSTODIAN SALARY SCHEDULE

CUSTODIAN

<u>STEP</u>	<u>SALARY</u>
1	\$ 5,750
2	\$ 6,050 ✓ 2 mo
3	\$ 6,350
4	\$ 6,650
5	\$ 6,950
6	\$ 7,350

HEAD CUSTODIAN

1	\$ 7,200
2	\$ 7,700
3	\$ 8,200
4	\$ 8,700
5	\$ 9,000

1. Mr. Peterson to be placed on step four (4) of guide (Head Custodian).
2. Mr. Culp to be placed on step three (3) of guide (Custodian)
3. Mr. Ziemba will receive \$5400 from July 1, 1970 to February 28, 1971. March 1, 1971 to June 30, 1971 he will be step one (1) of guide (Custodian).
4. Mr. Reiner will receive \$5400 from July 1, 1970 to November 30, 1970. December 1, 1970 to June 30, 1971 he will be step one (1) of guide (Custodian).

ARTICLE IV MEDICAL BENEFITS

MEDICAL BENEFITS

1. The Board of Education will pay the total cost of Blue Cross/Blue Shield and Major Medical, with Rider "J" for full time employees. It is understood and agreed that the plan to be utilized by the Board of Education shall be the New Jersey Public Employee's Health and Benefits Plan, 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.

ARTICLE V TUITION REIMBURSEMENT

TUITION REIMBURSEMENT

1. The Board of Education will pay up to a maximum of \$175.00 (one-hundred seventy-five dollars) for college credit courses which will include fees, parking and books.
 - a. All permanently certified teachers will be required to take this additional professional training and to complete three (3) credits in a two (2) year period.
 - b. The Board also agrees to pay up to a maximum of \$50.00 (fifty dollars) toward certification courses. All courses must be approved by the Superintendent and payment will be made upon receipt of transcript.

ARTICLE VI ABSENCES FOR PERSONAL REASONS

ABSENCES FOR PERSONAL REASONS

1. Tenure and non-tenure teachers and full time employees shall be allowed to be absent, without loss of pay, for seven (7) days in the aggregate school year for the following personal reasons or purposes and may be taken for one or for any combination of said reasons or purposes subject to the limitations below stated. Any unused portion of the yearly allowance will be non-cumulative.
 - a. References employees shall be entitled to four (4) days leave with pay due to personal emergencies.
 - b. The remaining three (3) days shall be used for any of the following reasons: court appearance, mortgage closing, legal transactions, fire, flood, death of a close friend, death or illness in family.
 - c. Personal days may not be used prior to or after a vacation period.

2. In order to take an absence for any of the said seven (7) days per school year, the employee shall give forty-eight (48) hours written notice to his principal in advance of the contemplated absence or such shorter notice as is practical in the event of an emergency. Such notices need state only the particular category under which the leave is taken and the date the employee will be absent. The Principal of each school has authority to approve or deny all requests for personal leave.

3. A referenced employee who is absent under this rule shall, however, file with the superintendent such additional data or evidence in support of the right to be absent under the Rule as the superintendent or the Board may require in specific situations and until such additional material is so filed, or if the material does not substantiate the referenced employee's right to absence under the Rule, the employee shall not be entitled to salary for the period of absence.

ARTICLE VII SICK LEAVE

SICK LEAVE

1. Tenure and non -tenure teachers and full time employees shall be allowed eleven (11) sick days per school year, without loss of pay. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - a. 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.
 - b. Application for sick leave should be in writing to principal, as soon as possible after return to duty.

ARTICLE VII DURATION

DURATION

The provisions of this agreement shall become effective on the _____ day of _____, _____, and shall remain in effect until the _____ day of _____, _____.

In Witness Whereof, the parties have hereunto set their hands and seals this _____ day of _____, _____.

ATTEST:

BOARD OF EDUCATION OF
THE BOROUGH OF WHARTON

SECRETARY

BY: _____
President

ATTEST:

WHARTON TEACHERS ASSOCIATION

SECRETARY

BY: _____
President