

AGREEMENT

between the

WHARTON BOARD OF EDUCATION

and the

WHARTON EDUCATION ASSOCIATION, INC.

Covering the Period

July 1, 1992 to June 30, 1995

BOROUGH OF WHARTON

WHARTON, NJ

WHARTON BOARD OF EDUCATION
Marie V. Duffy School
Wharton, New Jersey 07885

WEA OFFICERS

Lana Acquaviva-Wright	Co-President
Debra Anderson	Co-president
Irene Christodlous	Treasurer
Linda Wilkins	Assistant Treasurer
Maria Brazer	Corresponding Secretary
Marian Steen	Recording Secretary

NEGOTIATING TEAM

Dan Makosky	Chairperson
Lana Wright	
Debra Anderson	
Betsy Campbell	
Tim McGrail	
Aaron Feldman	NJEA Negotiator

ARTICLE II
WHARTON SCHOOL DISTRICT
Wharton, NJ 07885

1992-93 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	27,240	28,257	29,273	30,290	31,307	32,323	33,340
2	28,240	29,257	30,273	31,290	32,307	33,323	34,340
3	29,240	30,257	31,273	32,290	33,307	34,323	35,340
4	30,240	31,257	32,273	33,290	34,307	35,323	36,340
5	31,240	32,257	33,273	34,290	35,307	36,323	37,340
6	32,240	33,257	34,273	35,290	36,307	37,323	38,340
7	33,240	34,257	35,273	36,290	37,307	38,323	39,340
8	34,240	35,257	36,273	37,290	38,307	39,323	40,340
9	35,240	36,257	37,273	38,290	39,307	40,323	41,340
10	36,240	37,257	38,273	39,290	40,307	41,323	42,340
11	37,240	38,257	39,273	40,290	41,307	42,323	43,340
12	38,740	39,757	41,189	41,790	42,807	43,823	44,840
13	40,740	41,757	42,773	43,790	44,807	45,823	46,840
14	42,880	43,897	44,913	45,930	46,947	47,963	48,980
15	45,740	46,757	47,773	48,790	49,807	50,823	51,840
16	48,540	49,557	50,573	51,590	52,607	53,623	54,640

1. Any Teacher who has completed ten (10) or more consecutive years of teaching employment for the Wharton School District shall receive a longevity stipend of \$500 in school year 1992-93.
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 \$750 in school year 1992-93.
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 school year 1992-93.

Ratified

ARTICLE II-C
WHARTON SCHOOL DISTRICT
Wharton, NJ 07885

1994-95 Salary Guide

Step	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	28,843	29,860	30,877	31,894	32,911	33,928	34,945
2	29,843	30,860	31,877	32,894	33,911	34,928	35,945
3	30,843	31,860	32,877	33,894	34,911	35,928	36,945
4	31,843	32,860	33,877	34,894	35,911	36,928	37,945
5	32,843	33,860	34,877	35,894	36,911	37,928	38,945
6	33,843	34,860	35,877	36,894	37,911	38,928	39,945
7	34,843	35,860	36,877	37,894	38,911	39,928	40,945
8	36,043	37,060	38,077	39,094	40,111	41,128	42,145
9	37,043	38,060	39,077	40,094	41,111	42,128	43,145
10	38,043	39,060	40,077	41,094	42,111	43,128	44,145
11	39,043	40,060	41,077	42,094	43,111	44,128	45,145
12	40,543	41,560	42,577	43,094	44,611	45,628	46,645
13	42,543	43,560	44,577	45,594	46,611	47,628	48,645
14	44,483	45,500	46,517	47,534	48,551	49,568	50,585
15	49,043	50,060	51,077	52,094	53,111	54,128	55,145
16	53,143	54,160	55,177	56,194	57,211	58,228	59,245

NOTE: Move up one (1) Step from 1993-94 Guide

1. Any Teacher who has completed ten (10) or more consecutive years of teaching employment for the Wharton School District shall receive a longevity stipend of \$500 in school year 1994-95.
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 \$750 in school year 1994-95.
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 school year 1994-95.

Ratified

ARTICLE III

MEDICAL BENEFITS

Medical Benefits

- A. The Board will pay the total cost of Blue Cross/Blue Shield and Major Medical, with Rider "J" or equal for full time employees for the 1992-95 salary years. It is understood and agreed that the plan to be utilized by the Board of Education shall be the New Jersey Public Employees' Health and Benefits Plan, 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 Medical 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. The determination of "or equal" will be made jointly by the President and Vice-president or their designated representative of each body.
- B. Upon execution of this Agreement by the parties hereto, the Board will forthwith secure and implement an employee only dental plan (New Jersey Dental Service, Program I-A) at the expense of the school district. The total annual cost shall not exceed \$7,200 for school years 1992-95.

ARTICLE IV

TUITION REIMBURSEMENT

- A. The Board shall pay contracted teaching personnel for college accredited courses which will include required fees, parking and required books. No person shall be reimbursed more than four hundred fifty dollars (\$450.00) per year for contract years 1992-95 regardless of the number of courses taken or expenses incurred. 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. The Board shall pay contracted teaching personnel for teaching-related graduate courses, i.e. courses taken towards an advanced degree, up to a CAP of \$600.00 per year for these courses only. Such request to take courses are subject to the Superintendent's approval.

ARTICLE V, cont.

(d) Death for any other family member other than a member of the immediate family as defined above.

(e) Any other reasons 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 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 1st 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.

ARTICLE VI-A

SICK LEAVE

Sick Leave

- A. Tenure and non-tenure 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. 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.

ARTICLE VI-B

Attendance Incentive Program

D. Attendance Incentive Program

1. 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.
2. Payment Schedule:

Countable Absences
Per Year

Stipend

0	6 x substitute's per diem rate
1	5 x " " " "
2	4 x " " " "
3	3 x " " " "
4	2 x " " " "
5	1 x " " " "
6 or more	0

All absences counted except death in immediate family days, extended illness days in excess of five (5) consecutive days, Workmens Compensation days, jury duty days, professional days and religious holidays.

3. Payment Procedures - Calculations will be computed after June 30th and stipends processed during the summer for payment to teachers on the first day back to work in September.

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 basis:
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.

ARTICLE VII
SABBATICAL LEAVE

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 1st 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 (1/2) salary for the leave

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.

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 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 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 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 a committee thereof shall review the matter, hold a hearing with the employee or an Association group (if

ARTICLE IX
NO STRIKE CLAUSE

No Strike Clause

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.

Article X - General, cont.

- E. Priority shall be given to the present teaching staff for summer school employment.
- F. All activities outside the regularly scheduled program must be approved by the Board if remuneration is to be given to a teacher, or teachers engaged in an activity outside the regularly scheduled program. It shall be a written agreement between the Board the the participating member or members of the staff involved in the activity as negotiated between the Board and the Association.
- G. All teachers with a daily full time teaching load shall be scheduled for 42 minutes of preparation time on days school is in session the normal six-hour day. 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.
- H. On days when the school administration is unable to obtain the services of a substitute teacher, extra pay, at the pro-rated substitute's pay schedule, 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 assigned to cover two classes at once. Payment to be made at the end of the school year in a separate check. In the

ARTICLE XI
BOARD RIGHTS

Board Rights

- A. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right:
1. to direct employees of the school district;
 2. 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.
 3. to relieve employees from duty because of lack of work or for other legitimate reasons;
 4. to maintain efficiency of the school district operations entrusted to them;
 5. to determine the methods, means and personnel by which such operations are to be conducted; and
 6. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. 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.

ARTICLE XIII

NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations shall begin with a meeting of the parties at which time the Association and the Board shall exchange proposals.

ARTICLE XV

REPRESENTATION FEE AGREEMENT

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 2-3 P.L. 1969 (N.J.S. 52:14-5.9E).