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AGREEMENT
BETWEEN
THE WHARTON BOARD OF EDUCATION
AND
THE WHARTON EDUCATION ASSOCIATION, INC.

COVERING THE PERIOD
JULY 1, 1973 to JUNE 30, 1975
BOROUGH OF WHARTON, WHARTON, NEW JERSEY

WHARTON BOARD OF EDUCATION
DUFFY SCHOOL, WHARTON, NEW JERSEY 07885

Tetsuyuki Hirata, President
Alfred Mac Kinnon, Vice-President
Dr. Arthur Collins
William Fortune
Frank Neuwirth
Robert J. Peterson
Edward Posluszny

NEGOTIATING TEAM

Charles Wiskow, Chairman (resigned Board 2/73)
Frank Neuwirth
William Fortune
Tetsuyuki Hirata

WHARTON EDUCATION ASSOCIATION, INC.

Jacqueline Giordano, President

Susan Hayes, Vice-President

Michael Stillman, Recording Secretary

CarolAnn McCrossen, Corresponding Secretary

Moliere Dunovant, Treasurer

NEGOTIATING TEAM

Louis Cordileone, Chariman

Jacqueline Giordano

Dermot Kavanaugh

Ronald A. Episcopo

Mary Schiffner

THIS AGREEMENT, entered into this 1st day of July, 1973 by and between the Board of Education of the Borough of Wharton, Wharton, New Jersey, hereinafter referred to as the "Board", and the Wharton Education Association, Inc., 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 Education Association, Inc., and;

WHEREAS, the character and quality of education depends upon the quality and morale of the employees and an effective Board, and;

WHEREAS, the Board and 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 1 - 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 of all certified personnel under contract, including teachers, speech therapist, nurses, guidance director, learning center specialists, librarians, and custodial staff.

2. The Association shall not represent the Superintendent of Schools or Principals within the school system or the Board Secretary.

3. All other employees of the Board of Education employed in any category, including part time certified personnel and all other occupational groups, i.e. but not limited to secretaries and teachers aides, are automatically excluded from coverage.

4. 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 within ninety (90) calendar days of occurrence. 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 Education Association, Inc., and/or other person of his choosing to appear with him or for him at any step of his appeal.

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 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 shall set forth his complaint in writing to the Principal within five (5) calendar days. The Principal shall communicate his 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 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 requested) and render a decision in writing within thirty (30) calendar days.
5. Any grievance 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 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 costs shared equally with the Board of
Education and the Wharton Education Association, Inc.

TEACHER'S SALARY GUIDE

1973 - 1974

<u>Non-Degree</u>	<u>BA</u>	<u>BA + 15</u>	<u>MA/BA + 30</u>	<u>MA + 30</u>
7400	8,600	9,100	9,600	10,200
7,710	8,910	9,410	9,910	10,510
8,020	9,220	9,720	10,220	10,820
8,330	9,530	10,030	10,530	11,130
8,690	9,890	10,390	10,890	11,490
9,050	10,250	10,750	11,250	11,850
9,410	10,610	11,110	11,610	12,210
9,770	10,970	11,470	11,970	12,570
10,130	11,330	11,830	12,330	12,930
10,490	11,690	12,190	12,690	13,290
10,900	12,100	12,600	13,100	13,700
11,310	12,510	13,010	13,510	14,110
11,720	12,920	13,420	13,920	14,520
12,130	13,330	13,830	14,330	14,930
	13,740	14,240	14,740	15,340
	14,150	14,650	15,150	15,750
		15,060	15,560	16,160

1. Personnel hired shall be duly accredited to the fullest extent possible and placed on the proper salary step reflecting their actual years of experience and accreditation.
2. The Board of Education recognized that personnel functioning in the capacity of Unit Leaders have taken on added teaching responsibilities and therefore a stipend of 300.00 per contract year shall be given to these six (6) Unit Leaders.

TEACHER'S SALARY GUIDE

1974- 1975

<u>Non-Degree</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30 or MA</u>	<u>MA + 30</u>
7,620	8,820	9,320	9,820	10,420
7,930	9,130	9,630	10,130	10,730
8,240	9,440	9,940	10,440	11,040
8,550	9,750	10,250	10,750	11,350
8,910	10,110	10,610	11,110	11,710
9,270	10,470	10,970	11,470	12,070
9,630	10,830	11,330	11,830	12,430
9,990	11,190	11,690	12,190	12,790
10,350	11,550	12,050	12,550	13,150
10,710	11,910	12,410	12,910	13,510
11,120	12,320	12,820	13,320	13,920
11,530	12,730	13,230	13,730	14,330
11,940	13,140	13,640	14,140	14,740
12,350	13,550	14,050	14,550	15,150
	13,960	14,460	14,960	15,560
	14,370	14,870	15,370	15,970
		15,280	15,780	16,380

1. Personnel hired shall be duly accredited to the fullest extent possible and placed on the proper salary step reflecting their actual years of experience and accreditation.
2. The Board of Education recognized that personnel functioning in the capacity of Unit Leaders have taken on added teaching responsibilities and therefore a stipend of \$300.00 per contract year shall be given to these six (6) Unit Leaders.

CUSTODIAL SALARY GUIDE

1973 - 1975

Trial	-	\$5,865
Step	1	- \$6,180
	2	- \$6,495
	3	- \$6,810
	4	- \$7,125
	5	- \$7,440
	6	- \$7,755
	7	- \$8,070
	8	- \$8,490
	9	- \$8,910

HEAD CUSTODIAN

Step	1	- \$8,090
	2	- \$8,405
	3	- \$8,720
	4	- \$9,035
	5	- \$9,350
	6	- \$9,665
	7	- \$9,980
	8	- \$10,400
	9	- \$10,820
	10	- \$11,240

1. Custodians contracts are renewable on anniversary date of appointment.
2. If a custodian is asked to work in excess of thirty (30) minutes beyond his regular workday more than twice a week, he shall be paid extra for his services.
3. Overtime will be distributed on a rotating basis as evenly as possible among the custodians.
4. Custodians shall not be required to work on the nine (9) National Holidays (New Years, Presidents Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas) during the regular school year except in emergency situations and to satisfy State requirements concerning heating system inspection.

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 for the 1973 - 1975 salary years. 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 shall pay certified teaching personnel for college credit courses which will include required fees, parking and required books. No person shall be reimbursed more than three-hundred sixty dollars (\$360.00) per contract year, regardless of the number of courses taken or expense 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.
2. All permanently certified 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.
3. Payment for courses included under 1 and 2 above shall be made as soon as possible after transcripts are presented to the Superintendent, but not later than 75 (seventy-five) days mandatory.

ARTICLE VI - ABSENCE FOR PERSONAL REASONS

PAID ABSENCES

1. Tenure and non-tenure teachers and full time employees covered by this contract shall be allowed to be absent without loss of pay for seven (7) days in the aggregate school year.

Any unused portion shall be noncumulative.
2. If additional days are required, written request shall be presented to the Board of Education for consideration.
3. After fifteen (15) years service, the total number of Personal Days will increase to eight (8) days.
4. Personal days may not be used one (1) day prior to or one (1) day after a vacation period. A vacation period is defined as any scheduled closing according to the school calendar approved by the Board of Education, except for extenuating circumstances.
5. In order to take an absence for any of the days permitted, 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 situation. The Principal has authority to approve all requests for absences. As stipulated above, the Superintendent shall have the authority to approve requests for exceptions to the above. However, as defined in Title 18A, the Board has final authority for financial expenditures.

ARTICLE VII - SICK LEAVE

SICK LEAVE

1. Tenure and non-tenure teachers and full time employees, under written contract, 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, when requested by the Board.
2. 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.

MATERNITY LEAVE

Requested maternity leave will extend for the entire length of the school year.

ARTICLE VIII - SABBATICAL LEAVE

SABBATICAL LEAVE

1. 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.
2. 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 indicated a program, approved by the Board, to be followed by the teacher during the period of leave.
3. Applicants shall agree to abide by all conditions determined upon by the Board to govern such leaves of absence.
4. 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 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.
5. 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 salary for the leave period, which shall not exceed one year. From such salary shall be

deducted monthly the regular deductions for the Teachers' Pension, 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.

6. Not more than one 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.
7. If more than one teacher of the system shall apply for leave, selection shall be made on the basis of benefits to the school system. At all time the needs of the school system as a whole shall be paramount.
8. 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.
9. Teachers on such leave shall make written reports as mutually agreed upon with the Superintendent prior to the approval of the sabbatical.
10. 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.
11. 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 judgement of the Board the conditions under which it was granted are not being met. Thirty days notice of such rescinding action shall be given to the teacher.

ARTICLE IX - GENERAL

GENERAL

1. An informal general meeting between the Board of Education and the Wharton Education Association, Inc., will be held at the beginning, middle and end of the school year.
2. If increments are to be withheld from any person employed by the Board of Education, 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.
3. Teachers will be entitled to duty free lunchtime equal to the time allotted for students.
4. A copy of this contract 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 School Code will be made available to the Association.
5. Priority shall be given to the present teaching staff for summer school employment.
6. 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 and the participating member or members of the staff involved in the activity.

ARTICLE X - DURATION

DURATION

The provisions of this agreement shall become effective on the 1st day of July, 1973, and shall remain unmodified in effect until the 30th day of June, 1975.

In Witness Whereof, the parties have hereunto set their hands and seals this 2nd day of May, 1973.

BOARD OF EDUCATION IN THE
BOROUGH OF WHARTON, N.J.

Robert E. Timmer
SECRETARY

BY: Joseph K. Guala
PRESIDENT

ATTEST:

WHARTON EDUCATION ASSOCIATION

Michael H. Hillman
SECRETARY

Jacqueline Giordano
PRESIDENT

ADDENDUM TO THE
AGREEMENT
BETWEEN
THE WHARTON BOARD OF EDUCATION
AND
THE WHARTON EDUCATION ASSOCIATION, INC.

COVERING THE PERIOD
JULY 1, 1973 to JUNE 30, 1975
BOROUGH OF WHARTON, WHARTON, NEW JERSEY

Teacher's Salary Guide 1973-1974, page 7, paragraph 2 of Agreement to read:

2. The Board of Education recognized that personnel functioning in the capacity of Unit Leaders have taken on added teaching responsibilities and therefore a stipend of \$300.00 per contract year shall be given to these unit leaders.

Teacher's Salary Guide 1974-1975, page 8, paragraph 2 of Agreement to read:

2. The Board of Education recognized that personnel functioning in the capacity of Unit Leaders have taken on added teaching responsibilities and therefore a stipend of \$300.00 per contract year shall be given to these Unit Leaders.

Article VI - Absence for Personal Reasons, page 13, paragraph 1 of Agreement to read:

1. Tenure and non-tenure teachers and full-time employees covered by this contract shall be allowed to be absent without reason and without loss of pay for seven (7) days in the aggregate school year.

Maternity Leave, page 15 of Agreement

Entire page content to be dropped from Agreement.

ARTICLE X- DURATION OF ADDENDUM

DURATION

The provisions of the addendum shall become effective on the 1st day of July, 1973, and shall remain unmodified in effect until the 30th day of June, 1975.

In Witness Whereof, the parties have hereunto set their hands and seals this 6th day of June, 1973.

BOARD OF EDUCATION IN THE
BOROUGH OF WHARTON, N.J.

Robert E. Zimmerman
SECRETARY

BY: Josephine Kerata
PRESIDENT

ATTEST:

WHARTON EDUCATION ASSOCIATION

Michael H. Stella
SECRETARY

Daniel Markosky
PRESIDENT