

AGREEMENT

between the

WHARTON BOARD OF EDUCATION

and the

WHARTON EDUCATION ASSOCIATION, INC.

Covering the Period

July 1, 1989 to June 30, 1992

BOROUGH OF WHARTON

WHARTON, NJ

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

WEA OFFICERS

Dan Makosky	President
Kim Astrologo	Vice-President
Terri Holmes	Treasurer
Irene Christodlous	Assistant Treasurer
Lana Wright	Corresponding Secretary
Joyce Meyer	Recording Secretary

NEGOTIATING TEAM

Dan Makosky	Chairperson
Lana Wright	
Jan Kenney	
Betsy Campbell	
Tom Keffer	
Frank Luzze	NJEA Negotiator

ARTICLE II  
WHARTON SCHOOL DISTRICT  
Wharton, NJ 07885

1989-90 Salary Guide

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u> <u>(MA)</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	22,701	23,543	24,868	25,878	26,875	27,929
2	23,633	24,465	25,790	26,799	27,797	28,851
3	24,556	25,388	26,713	27,723	28,719	29,773
4	25,478	26,310	27,635	28,645	29,642	30,696
5	26,437	27,232	28,557	29,567	30,562	31,618
6	27,323	28,155	29,480	30,490	31,486	32,540
7	28,225	29,077	30,402	31,432	32,407	33,463
8	29,168	29,997	31,224	32,333	33,331	34,385
9	30,090	30,921	32,247	33,256	34,247	35,297
10	31,063	31,895	33,220	34,230	35,226	36,280
11	32,240	33,072	34,397	35,407	36,404	37,452
12	33,417	34,249	35,574	36,584	37,581	38,635
13	34,595	35,426	36,751	37,761	38,758	39,812
14	36,215	37,046	38,371	38,938	39,935	40,989
15	37,980	38,812	40,137	40,704	41,701	42,755
16	39,746	40,578	41,903	42,470	43,467	44,521

NOTE: Move up one (1) Step from 1988-89 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 1989-90.

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 1989-90.

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 1989-90.

Ratified 12/6/89

ARTICLE II-C  
 WHARTON SCHOOL DISTRICT  
 Wharton, NJ 07885

1991-92 Salary Guide

<u>STEP</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u> <u>(MA)</u>	<u>MA+15</u>	<u>MA+30</u>	<u>MA+45</u>
1	26,173	27,155	28,701	29,879	31,042	32,271
2	27,261	28,231	29,776	30,951	32,117	33,347
3	28,337	29,324	30,853	32,030	33,192	34,421
4	29,412	30,382	31,928	33,106	34,269	35,498
5	30,531	31,458	33,003	34,182	35,345	36,574
6	31,564	32,535	34,095	35,258	36,420	37,649
7	32,620	33,610	35,156	36,334	37,496	38,726
8	33,716	34,683	36,231	37,409	38,572	39,801
9	34,792	35,760	37,307	38,473	39,640	40,865
10	35,927	36,897	38,442	39,620	40,782	42,012
11	37,299	38,269	39,815	40,993	42,156	43,385
12	38,672	39,643	41,189	42,369	43,553	44,758
13	40,046	41,016	42,557	43,740	44,902	46,132
14	41,936	42,905	44,450	45,112	46,274	47,504
15	43,994	44,965	46,561	47,172	48,335	49,564
16	46,111	47,025	48,570	49,231	50,394	51,654

NOTE: Move up one (1) Step from 1990-91 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 1991-92.
  
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 1991-92.
  
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 1991-92.

Ratified 12/6/89

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 1989-92 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 1989-92 .

ARTICLE V

PAID ABSENCES

A. Absences for Personal Reasons (Personal Days)

Tenure and non-tenure 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, grandparents, grandchildren, stepparents 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

3. In order to take an absence for any of the days permitted, the employees 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.
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 noncumulative and shall not be carried over from one (1) school year to another.

12/6/89

ARTICLE VI-A

SICK LEAVE

Sick Leave, cont.

- C. The pay for unused sick leave at retirement for all employees hired after September 26, 1989 shall be fifty dollars (\$50) per accumulated days to a maximum of 100 days. All current bargaining unit members shall continue to have the same benefit currently in the contract.



ARTICLE VI-C .

MATERNITY LEAVE

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 next following the date of its commencement. However, such leave may be extended upon request to terminate at the beginning of the school year next following the date of its commencement. However, such leave may be extended upon request to terminate on the beginning of the next subsequent school year, up to a maximum of two (2) calendar years. This request shall be made within ninety (90) calendar days of the previously approved return date.
- B. Where both a husband and wife work for the Board, only one of them may apply for and receive leave as above for the 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 a medical disability. The disability request shall be supported by a physician's certificate. Any tenured or non-tenured teacher who seeks a maternity leave

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 (1/2) of a school year (two full quarters). Working less than one-half (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 his/her intention to return on that date in writing.

period, which shall not exceed one (1) year. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension, one-half (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.

ARTICLE VIII

GRIEVANCE PROCEDURES

Policy

- A. Any employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. Such appeal shall be initiated within thirty (30) 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.
- 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 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

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 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 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 and the Association. The arbitrator shall be chosen through the PERC procedures.

ARTICLE X

GENERAL

General

- A. An informal general meeting between the Board of Education and the Wharton Education Association, Inc. shall be held once a year upon request of either party.
- B. If increments are 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.
- C. On days school is in full session, all teachers shall be entitled to a duty-free lunch period of forty-five (45) minutes.
- D. 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.
- D. Priority shall be given to the present teaching staff for summer school employment.
- E. 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 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

DURATION

Duration

The provisions of this Agreement shall become effective on the 1st day of July, 1989 and shall remain unmodified in effect until the 30th day of June, 1992.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals this 24th day of January, 1990.

BOARD OF EDUCATION OF THE  
BOROUGH OF WHARTON, NJ



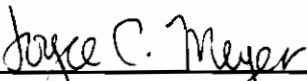
Board Secretary



Board President

ATTEST:

WHARTON EDUCATION ASSOCIATION



Recording Secretary



President