

AGREEMENT

between

GARFIELD
BOARD OF EDUCATION

and

GARFIELD
FEDERATION OF TEACHERS
Local 3977, NJSFT, AFT,
AFL-CIO



1986 - 1989



X July 1, 1986 - June 30, 1989

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PREAMBLE

THIS AGREEMENT made and entered into this thirteenth day of October, 1983, by and between the Board of Education of Garfield, County of Bergen, Garfield, New Jersey, hereinafter called the "Board," and the Garfield Federation of Teachers, NJSFT/AFT/AFL-CIO, hereinafter called the "Federation."

WITNESSETH:

WHEREAS, the parties have negotiated an understanding concerning working conditions of the unit named herein,

NOW THEREFORE, in consideration of mutual covenants and practices, the parties agree as follows:

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Garfield Federation of Teachers as the exclusive and sole representative for collective bargaining negotiations concerning the terms and conditions of employment for all teaching personnel including:

- All Teachers
- Athletic Director
- Administrative Assistant
- Cooperative Office Education Coordinator
- Guidance Counselors
- Disciplinarian
- Guidance Director
- Social Workers
- Distributive Education Coordinators
- Cooperative Industrial Education Teachers
- Learning Disability Teacher Consultant
- Librarian - Assistant Librarian
- Physical Education Coordinator
- Nurses
- Attendance Officers
- Director of Student Activities
- Department Heads
- Basic Skills Teachers
- Basic Skills Coordinators

Psychologists
but excluding:
Superintendent
Assistant Superintendent
Principals
Assistant Principals
Curriculum Coordinator

B. The term "employees" when used hereinafter in this agreement shall refer to all employees represented by the Federation, while the term "teachers" shall refer to teachers and guidance counselors only, and reference to male teachers shall include female teachers.

C. Nothing contained herein shall be held to limit the right of the Board to reduce the number of employees whenever in the judgment of the Board it is advisable to abolish such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the school district or for other good cause upon compliance with the provisions of Article 18A.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Federation, and be adopted by the Board.

ARTICLE III

GRIEVANCE PROCEDURE

A. A grievance is a dispute which shall arise concerning meaning, effect, or application of any term, condition, rule, regulation or covenant.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One

An employee with a grievance shall within twenty (20) consecutive school days of the occurrence of the alleged grievance discuss it with his Principal or immediate superior, through the Federation's designated Representative, with the objective of resolving the matter informally. If the grievance is not initiated within this twenty (20) school day period, the grievant forfeits the right to proceed with the grievance procedure.

3. Level Two

If the grievance is not resolved at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved party or the Federation may file the grievance in writing with the Superintendent of Schools with a copy to the Federation.

4. Level Three

If the grievance is not resolved at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved party or the Federation may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education.

5. Level Four

(a) If the grievance is not resolved at Level Three, or if no decision is rendered within ten (10) school days after a regular Board of Education meeting, then the Board and the Federation shall obtain a list of arbitrators from the American Arbitration Association, and if the parties cannot agree upon an arbitrator from said list within ten (10) days, then the parties shall be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board

and the Federation and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing. The decision of the arbitrator shall be submitted to the Board and the Federation, and shall be final and binding on the parties.

(b) The cost of the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

(c) The hearing room as indicated in B 5 (b) shall be a room designated by the Board of Education within the confines of the Board of Education property.

C. *Rights of Employees to Representation*

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Federation. When an employee is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or any member of the Administration against any participant in the grievance procedure by reason of such participation.

ARTICLE IV

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental

power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Federation and its affiliates, his participation in any activities of the Federation and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable Laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any employee is required to appear before the Superintendent of Schools or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him and represent him during such meeting or interview. Any suspension of an employee as a result of any formal charge shall be without pay until the time of determination of the charge. In the event the employee is ultimately exonerated of the charge, the employee shall be made whole retroactive to the day of suspension.

E. The employee shall maintain the right and responsibility to determine grades within the grading policy of the Garfield School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. Any revision of grades shall be determined after a conference with the staff member and principal. Final decision shall be made by the Board.

F. No employee shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.

ARTICLE V FEDERATION RIGHTS

A. The Board agrees to furnish to the Federation in response to reasonable requests from time to time all available information concerning and including but not limited to: a register of certificated personnel, proposed budgetary requirements and allocations, when available, and minutes of all Board meetings.

B. Whenever any representative of the Federation or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

C. Representatives of the Federation and its affiliates shall be permitted to transact official Federation business on school property at all reasonable times, provided that permission is first obtained from the Superintendent or his designee. Permission shall not be arbitrarily refused.

D. The Federation and its representative shall have the right to use school buildings at all reasonable hours for meetings, provided prior approval shall be first obtained from the Superintendent of Schools or his designee.

E. The Federation may have the reasonable use of the inter-school mail facilities and school mailboxes.

F. A Bulletin Board shall be made available to the Federation for the posting of Federation notices which have received prior approval by the Superintendent of Schools. Such bulletin board shall be located in the faculty room at each school at no expense to the Board. Such approval shall not be arbitrarily refused.

G. The Board agrees to furnish to the Federation information concerning any changes or innovations in existing programs thru letter form, pertaining to working conditions, fringe benefits, and salary guide prior to implementation.

H. The Federation shall be provided without cost to it, adequate office space in the high school building at a location and of a description to be mutually agreed upon for one hour after school each day.

Equipment for use by the Federation shall be supplied and maintained by the Federation. The Board shall not be responsible for any loss or damage to equipment or records.

I. The rights granted in this article shall be exclusively granted to the Federation, and to no other employee representative.

ARTICLE VI WORK YEAR

A. The in-school work year shall commence not later than five (5) days after Labor Day.

B. The in-school work year of employees employed on a ten (10) month basis (other than new personnel who may be required to attend an additional two (2) days of orientation) shall not exceed one hundred eighty-two (182) days, and the in-school work year of employees employed on a twelve (12) month basis shall not exceed two hundred and two* (202) days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required. No employee shall be required to work beyond the regular in-school work year.

*Shall not include recesses when closed by the Board of Education. Guidance personnel shall not come in during Christmas vacation and Easter vacation.

The above Sections A. and B. do not apply to Attendance Officers.

C. Attendance Officers shall receive the same recesses as teachers.

D. Attendance Officers - Vacation Schedule

Attendance Officers shall receive effective July 1, 1986 the same vacation schedule provided to the non-certified employees.

E. Effective July 1, 1986, the Director of Guidance shall be employed on an 11 month basis and shall receive all the emoluments provided to 11 month employees as provided by N.J. statutes.

The Director of Guidance shall receive in addition to his/her annual salary a stipend of an additional 7½% of the base salary set forth in the salary guide.

ARTICLE VII
HOURS AND LOAD

- A. 1. The in-school work day for all employees including shared service employees, except Attendance Officers shall consist of not more than six (6) hours and fifty (50) minutes, which shall include a duty-free lunch period. The opening and closing of school shall be as follows:
- | | |
|---------------------------|-----------|
| High School Opening | 8:10 A.M. |
| High School Closing | 3:00 P.M. |
| Elementary School Opening | 8:25 A.M. |
| Elementary School Closing | 3:00 P.M. |
2. The work day for all Attendance Officers shall be from 8:00 A.M. to 3:30 P.M.
3. Employee shall indicate their presence for duty by placing their initials in the appropriate column of the "sign-in" roster.
- B. 1. Duty-free lunch periods for employees including shared service employees, shall be as follows:
- | | |
|---------------------|------------------------|
| Elementary Schools | 45 Minutes |
| High School | Conform with law. |
| Attendance Officers | Teacher-student alike. |
| | One (1) hour. |
2. All employees may leave their schools during the duty-free lunch period. The employees shall sign out and sign in upon return if they leave the school building.
3. All teachers in the elementary schools shall supervise playground activities on a rotating basis during the last 15 minutes of the lunch period no more than one day per week.
- C. No employee shall be required to work beyond the regular in-school work day, except that all teachers agree to furnish tutoring services that are requested by students or parents.
- D. 1. Building-based teachers may be required to remain after the end of the regular work day, without additional compensation for the purpose of attending faculty or other professional meetings once each month. Such meetings shall begin no later than fifteen minutes after the student dismissal time and shall run for no more than 60 minutes.
2. Members of the Curriculum Evaluation and Development

Committee may be requested to attend meetings not to exceed 600 minutes per year for the purpose of curriculum evaluation and development.

The Curriculum Coordinator shall consult with the teaching staff in each building in setting up the committees.

Final selection, however, shall be made by the Curriculum Coordinator.

3. Teachers will serve on committees to be established for the express purpose of preparing for the Middle Atlantic Accreditation and State Evaluation Approval. The said committees will attend after-school meetings at the direction of the Principal not more than once each week for a period of forty-five (45) minutes.

4. High School Teachers will assume club activities and participate in the club program to consist of after-school meetings on the basis of a meeting every other week for a period of forty-five (45) minutes.

5. Teachers will attend Parent-Teacher conferences after school hours upon the request of either the Teacher or the Parent.

6. Notice of meetings shall be given to the teacher involved at least five (5) days prior to the meeting, except in an emergency.

E. 1. Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

Elementary School - During time class is taught by a specialist.

Senior High School - One (1) class period.

2. The daily teaching load in the High School shall be five (5) teaching periods for each teacher within the scope of the teacher's certificate as well as an added supervision period. A teacher may be assigned a sixth (6th) teaching period, by mutual consent. This added supervision period may include, but not be limited to the following: Study hall supervision, corridor control, and cafeteria duty, and any other assignment of a supervision responsibility assigned by the Principal.

3. Classroom teachers in laboratory and domestic sciences, physical education, art and industrial arts shall care for their own equipment and maintenance, prepare and set up the necessary material for classroom use on

their own time.

F. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which employee attendance is not required at school, except in an emergency.

G. A Federation representative may speak to the employees during any meeting referred to in Paragraph D. 1. above after the regular business of the faculty meeting is ended.

ARTICLE VIII

NON-TEACHING DUTIES

A. The Board and Federation acknowledge that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, they agree as follows:

B. Teachers shall not be required to correct standardized tests used at the direction of the Board or the Administration.

C. The Board shall maintain appropriate insurance to cover all damages, losses, and expenses incurred by employees of the Board against whom any action shall be brought for any act or omission arising out of the authorized use of his automobile in the performance of school duties.

D. The Board agrees that teachers will not be required to maintain individual class registers.

ARTICLE IX

EMPLOYMENT

A. Initial placement on the negotiated salary guide shall be negotiated among the respective employee, Superintendent and Board. Once employed, an employee can not claim credit for other previous experience or training not agreed to initially. A copy of the hiring resolution with salary shall be given to the new employee and a copy to the local Federation President.

B. Previously accumulated unused sick leave days will be restored to all returning employees, who return within five (5) years.

C. Employees shall be notified in writing of their employment and salary status for the ensuing year no later than April 30. Their tentative assignment shall also be given them at this time. If a change in said assignment becomes necessary, the Board shall notify the employee in writing as soon as possible.

D. The Board shall notify head coaches of their appointment at least forty-five (45) days prior to the beginning date of their respective sport.

E. The Board shall notify all assistant coaches of their appointment at least thirty (30) days prior to the beginning date of their respective sport.

F. Coaches, so notified, shall inform the Board in writing within ten (10) days of notification of employment offer by the Board of their intention to accept or decline the appointment.

ARTICLE X

SALARIES

A. The salaries of all employees covered by this agreement are set forth in Schedules attached hereto and made a part hereof.

B. When pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

C. Teachers will be afforded the opportunity to enroll in and/or change the amount of deduction in the South Bergen Teachers' Credit Union during the first two (2) weeks of September and the first two (2) weeks of February only.

D. Teacher who obtains additional credits related to salary, prior to first day of new school year shall be placed in proper column of the Teacher's salary guide effective September 1st. Teacher who obtains additional credits related to salary guide between September 1st and December 31st of school year shall be placed in the proper column of the teacher's salary guide effective January 1st.

E. Tardiness docking will be applied to the nearest quarter hour in accordance with the following: if a teacher is late from one (1) to fifteen (15) minutes beyond the teacher arrival time the teacher shall be docked one fourth (1/4) of an hours pay. Docking will be applied to unexcusable tardiness at the discretion of the Principal, subject to the approval of the Superintendent of Schools for each violation of tardiness.

F. All employees shall be paid in equal, semi-monthly installments.

ARTICLE XI ASSIGNMENT

A. Employees in the school system shall be given prime consideration when vacancies or new positions occur. They shall be posted on the bulletin board provided for herein.

B. 1. All employees shall be given tentative written notice of their class and/or subject assignments and building assignments for the coming year not later than April 30th. Room assignments shall be released by August 1st.

2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new employees as soon as practicable.

3. In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are made after August 1st, the employee affected shall be notified promptly in writing and, upon the request of the employee, the changes shall be promptly reviewed between the Superintendent or his representative and the employee affected and at his option a representative of the Federation. Every effort shall be made to minimize transfers after August 1st.

If after completion of the conferences between the Superintendent or his representative and the employee affected, it shall be determined by the Superintendent that a change is necessary, nothing in this paragraph shall prohibit the Superintendent from making the necessary changes so long as Paragraph C, of this article is complied with.

C. In order to assure that pupils are taught by teachers working within their area of competence, teachers shall be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

D. Schedules of employees who are assigned to more than one school shall be arranged so that no such employee shall be required to engage in an unreasonable amount of inter-

school travel. Such employees shall be notified of any changes in their schedules as soon as practicable.

ARTICLE XII PROMOTIONS

A. Promotions shall be made from within the staff, whenever possible.

B. 1. In the event a vacancy, a new position, or a new program occurs during the summer recess, a paid advertisement shall be taken in the Herald News and the Bergen Record as well as other local newspapers if chosen by the Board. A copy of such advertisement shall be sent to the Federation on or before the day the advertisement appears in the paper. Employees shall have fifteen (15) days to indicate interest. In the event more than one indicates interest, the final choice shall be made by the Board of Education.

2. When school is in session, such notices shall be posted in each school at least twenty (20) school days before the final date when applications must be submitted. Employees who desire to apply for such positions shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.

3. The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

4. All applicants from within the staff shall be granted an interview, and shall be given written notice of the final decision.

ARTICLE XIII TEACHER EVALUATION

A. Teachers shall be evaluated only by persons certificated by the New Jersey Board of Examiners to supervise instruction.

B. 1. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least

one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

2. The evaluation shall be signed by the teacher to signify that he has been given the opportunity to read the observation report or evaluation. Such signature shall not be construed to indicate agreement with or acceptance of the evaluation.

3. A teacher has the right to make a written statement or response to any evaluation and to have it permanently attached to said evaluation and made a part of the file.

C. The Board shall protect the confidentiality of personal references, academic credentials, evaluations, and other similar documents.

D. A teacher shall have the right upon request to the Superintendent to review the contents of his personnel file at reasonable times during the normal working hours of the Superintendent's office, and may be accompanied by a Federation representative. The teacher has the right to make a handwritten copy of any item in his personnel file. The teacher also has the right to submit a written response to any item in the file, and such response shall become a part of the file.

ARTICLE XIV

SCHOOL FACILITIES

A. Each school shall have a private pay telephone in each faculty lounge for the exclusive use of teachers, provided teachers pay maintenance.

B. The Board shall provide gym uniforms for physical education teachers, smocks for art and home economic teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial art teachers. Proper laundering service for all of said items shall be provided without charge to the teacher.

C. Upon the request of the Federation and subject to the approval of the Board of Education whose approval will not be arbitrarily refused, vending machines shall be installed in

the employee's lounges and lunch room area. The profits from all such machines shall be returned to the Federation if owned by it.

D. The Board agrees to provide a teacher's room in every school.

ARTICLE XV

FEDERATION - ADMINISTRATION LIAISON

A. The Federation shall select a Liaison Committee for each school building which shall meet with the Principal as required for the duration of the school year to review and discuss local school problems and practices, and to play an active role in the revision or development of building policies. Said committee shall consist of not more than one (1) member of every nine (9) teachers in the school building, but shall in no event have less than two (2) members.

B. The Federation's representatives shall meet with the Superintendent as required during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XVI

SICK LEAVE

A. In conformance with Title 18A all school employees who are engaged on a full-time basis shall be allowed ten (10) days per year for illness without loss of pay. Days not used shall be accumulated and credited toward the next school year.

B. Attendance Officer shall be allowed twelve (12) days per year for illness without loss of pay. Days not used shall be accumulated and credited toward the next school year.

C. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year, upon the request of the teacher.

D. Teachers who leave school during the school work day due to illness or personal emergency shall have deducted from their sick leave the proportionate amount of time that the individual will not be in attendance for the day.

E. A Terminal Leave pay plan shall be instituted. Teachers

entitled to a retirement pension shall receive as part of their last year's salary an additional amount equivalent to 35% of their daily salary in their last year of employment for each accumulated unused sick leave day accumulated since July 1, 1972, provided the retiree submits notification to the Board no later than November 30 of the given school year. In the event said notice is not given by November 30, the terminal leave pay shall be paid in a lump sum amount at the end of the given school year at the same rate as heretofore set forth and this lump sum payment shall not be included as salary.

The maximum accumulated sick days will be 180 for terminal leave pay calculation.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. Three (3) days without deductions shall be allowed for each death in the immediate family. (Immediate family shall consist of Mother, Father, Wife, Husband, Brother, Sister, Children, Mother-in-Law, or Father-in-law.) Four (4) days will be allowed if out of state.

One (1) day shall be allowed for Grandfather, Grandmother, Sister-in-law or Brother-in-law and relative living in the same household.

B. Leave taken by virtue of exclusion from school on account of contagious diseases or being quarantined for such a disease in his immediate household, shall be granted without loss of pay, by the Superintendent, upon receipt of written confirmation from a physician.

C. Leave for the purpose of marrying may be granted without pay; provided that application for such leave may be made to the Board of Education through the Superintendent not less than one (1) month prior to the intended date of the beginning of such leave.

D. 1. Each employee shall be entitled to two (2) Personal Leave days each year to be granted in accordance with past practice.

2. Attendance officer shall be entitled to three (3) personal days each year to be granted in accordance with past practice.

E. Personal days not used shall be added to total of accumulated sick days.

ARTICLE XVIII

MATERNITY LEAVE OF ABSENCE AND MILITARY LEAVE

A. A teacher shall notify the Superintendent of her pregnancy in writing stating the expected date of delivery, as far in advance of the requested commencement date of the leave as possible.

B. The exact date of the commencement and termination of the leave shall be arranged between the Superintendent and the teacher prior to the commencement of the leave. The term of leave shall be agreed so to provide for a minimum of disruption to the school system.

C. All maternity leaves shall be granted for a period not to exceed one year from the commencement of the leave. Following the grant of such leave to any teacher, the date of return of that teacher may be extended at the discretion of the Board for a reasonable period of time, at the teacher's request for reasons only associated with pregnancy or birth, accompanied by her physician's certification. Such extension shall not be unreasonably withheld by the Board.

D. If a teacher wishes to return to work prior to the termination date of the leave agreed to: the teacher shall have the right to make a request to the Superintendent in writing, that she be allowed to return to work prior to the agreed to termination date, provided, such written request shall be made no less than 60 days prior to the date the teacher wishes to return to work, and provided such written request is accompanied by her physician's certificate attesting to her ability to return to work. The Board shall have the right to accept or refuse such request within its discretion, however such approval shall not be unreasonably withheld.

E. No teacher shall be unilaterally removed from teaching duties because of pregnancy nor shall any teacher be required to take a maternity leave of absence because of pregnancy.

F. 1. A teacher adopting a child shall receive similar maternity leave as denoted in paragraphs A-D which shall commence upon receiving legal custody, or earlier if necessary to fulfill the requirements for adoption.

2. All benefits to which a teacher was entitled at a time a leave of absence commenced because of pregnancy or military service, shall be restored upon the teacher's return to employment.

3. Pregnancy related disabilities shall be treated in the same fashion as non-pregnancy related disabilities

for accumulated sick leave purposes.

G. The Board need not grant or extend the leave of absence of any non-tenured teacher beyond the end of the contract school year in which the leave is obtained, unless the Board in its own discretion, agrees to an extension of said leave.

H. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured teacher who would not have been offered such a contract in the absence of a maternity leave.

I. Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.

ARTICLE XIX

CLASS SIZE

A. The Board will make every effort to establish and maintain proper class size at all levels and in all subject areas. The Board will make every effort to equalize class size.

B. In those cases in the elementary schools where regular substitutes are not available and two classes are to be combined for a day or a major part thereof, the teacher in charge shall be paid the then current substitute rate in addition to his regular salary. If a class is divided between two or more teachers, each teacher assigned any part of the split class shall receive the proportionate share of the substitute rate in addition to his regular salary.

ARTICLE XX

SPECIALISTS

A. Teachers cannot be used as substitutes in any areas unless remunerated for services. This provision will apply equally to elementary school teachers who are denied normally scheduled preparation time. If and when so used, remuneration shall be set at \$7.50 per teaching period in addition to the regular salary guide figure. Effective with the 1987-1988 school year, remuneration shall be set at \$9.00 per teach-

ing period. Effective with the 1988-1989 school year, remuneration shall be set at \$10.00 per teaching period.

ARTICLE XXI

EMPLOYEE PROTECTION

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. In the event of any disorder or disruption in the regular school program, the Federation shall have the right to meet with the Board or its representative immediately to develop mutually acceptable programs for the safety of students, employees, and property.

B. Reasonable Force

As specified in 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

C. Action before Board or Commissioner

Whenever action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the employee.

D. Assault

1. Legal Assistance

The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.

2. When absence arises out of or from such assault or injury the employee shall be entitled to full salary and other benefits for the period of up to one (1) year less Workmen's Compensation benefits received, but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board shall reimburse employees for the reasonable cost of any clothing or other personal property

damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his employment.

E. Reporting Assaults

1. Principal or Immediate Superior

Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.

2. Superintendent

Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

ARTICLE XXII

INSURANCE PROTECTION

- A. 1. The Board shall provide health care insurance protection and shall pay the full premium for each teacher including family coverage where appropriate, for hospitalization, medical-surgical and major medical coverage in the State Health Benefits plan.
- B. 1. The Board shall continue the current dental program through December 31, 1980. Effective January 1, 1981, the Board shall provide the UCR II dental care insurance protection presented by the N. J. Dental Service Plan, Inc., and shall pay the single teacher premium for each teacher.
2. Effective July 1, 1981, the Board shall provide where requested additional coverage up to and including full family coverage under the above dental insurance plan. The employee shall pay one-half of the additional premium for the requested coverage in excess of the single teacher premium.
- C. 1. Effective July 1, 1982, the Board shall provide each employee with a prescription plan on a \$1.00 co-payment basis.
2. Effective July 1, 1987, the Board shall provide

where requested additional coverage up to and including full family coverage under the above prescription plan. The employee shall pay the additional premium for the requested coverage in excess of the single teacher premium.

D. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

E. Effective July 1, 1988 the Board shall include all employees who retire after 25 years of service in the Garfield school system in its health insurance plan. The premium shall be paid by the employees who so request and should be at the same group rate paid by the Board for the appropriate coverage.

ARTICLE XXIII

DEDUCTION FROM SALARY

A. Federation Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its teachers dues for the GFT as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N. J. Public Laws of 1969 (NJSA 52:14-15,9a) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may be from time to time designated in writing by GFT by the 15th day of each month following the monthly pay period in which the deductions were made.

2. Written notice of any change in the rate of membership dues shall be given to the Board prior to the effective date of such change.

B. The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount of fees for the payment of premiums for a disability plan of the Federation's choice, and the amounts deducted shall be forwarded to the appropriate office of the

carrier.

President at his school.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and Federation shall carry out the commitments contained herein and related to this Agreement and give them full force under applicable law and shall not be modified in whole or in part by the parties except in writing duly executed by both parties.

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

C. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of the Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.

D. The Board and the Federation agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or membership in the Federation or participation in Federation activities.

E. This agreement shall be duplicated and presented by the Board to all present and future employees. The cost shall be shared equally by the parties. Twenty-five copies shall be sent to the Federation.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Federation, to the Board of Education at 125 Outwater Lane, Garfield, New Jersey.
2. If by the Board, to Federation through Federation

ARTICLE XXV

DURATION

This agreement shall be effective July 1, 1986 and shall continue in effect through June 30, 1989.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Board of Education

For the Garfield Federation of Teachers, NJSFT/AFT/AFL-CIO

Robert J. Chiodi

Joseph ...

Anna ...

Mary ...

William ...

This contract is printed without the authorized signatures of the Garfield Board of Education.

The Federation does not think that you should have to wait until the New Jersey Public Employment Relations Commission renders its decision to have your contract.

SCHEDULE A-1
Salary Guide 1986 - 1987

Step	Non-Degree	BA Degree	BA+30	MA Degree	MA+30
1	17,613	18,561	19,497	20,445	21,860
2	18,094	19,042	19,990	20,911	22,339
3	18,881	19,750	20,804	21,767	23,154
4	19,495	20,445	21,633	22,567	23,983
5	20,324	21,152	22,339	23,288	24,690
6	21,152	21,860	23,034	23,983	25,398
7	21,980	22,700	23,863	24,810	26,240
8	22,795	23,515	24,690	25,639	27,053
9	23,622	24,343	25,518	26,466	27,881
10	24,565	25,172	26,333	27,280	28,697
11	25,518	25,999	27,174	28,109	29,537
12	24,466	26,920	28,109	29,043	30,459
13	27,402	27,881	29,043	29,992	31,407
14	29,848	30,311	31,499	32,435	33,849
SM	33,322	33,860	35,343	36,744	38,537

SCHEDULE A-1a
Half Step Salary Guide 1986 - 1987

Step	Non-Degree	BA Degree	BA+30	MA Degree	MA+30
1.5	17,854	18,802	19,744	20,678	22,097
2.5	18,488	19,396	20,397	21,339	22,747
3.5	19,188	20,098	21,218	22,167	23,568
4.5	19,910	20,799	21,986	22,927	24,337
5.5	20,738	21,506	22,687	23,636	25,044
6.5	21,566	22,281	23,449	24,396	25,819
7.5	22,388	23,108	24,277	25,224	26,647
8.5	23,209	23,930	25,104	26,052	27,467
9.5	24,094	24,758	25,926	26,873	28,289
10.5	25,042	25,586	26,754	27,694	29,118
11.5	25,992	26,460	27,641	28,576	29,998
12.5	26,934	27,400	28,576	29,518	30,933
13.5	28,624	29,096	30,272	31,214	32,628
14.5	31,584	31,928	33,256	34,419	36,013
MAX	33,322	33,860	35,343	36,744	38,537

SCHEDULE A-2
Salary Guide 1987 - 1988

Step	Non-Degree	BA Degree	BA+30	MA Degree	MA+30
1	19,022	20,046	21,057	22,080	23,609
2	19,541	20,566	21,589	22,584	24,126
3	20,392	21,330	22,468	23,508	25,006
4	21,055	22,080	23,364	24,372	25,902
5	21,950	22,844	24,126	25,151	26,665
8	22,844	23,609	24,877	25,902	27,430
7	23,738	24,516	25,772	26,795	28,339
8	24,618	25,397	26,665	27,690	29,217
9	25,511	26,291	27,559	28,583	30,111
10	26,530	27,186	28,440	29,462	30,993
11	27,559	28,079	29,347	30,357	31,900
12	28,583	29,074	30,357	31,367	32,895
13	29,594	30,111	31,367	32,391	33,920
14	32,233	32,736	34,019	35,030	36,557
SM	35,988	36,589	36,170	39,684	41,620

SCHEDULE A-2a
Half Step Salary Guide 1987 - 1988

Step	Non-Degree	BA Degree	BA+30	MA Degree	MA+30
1.5	19,282	20,306	21,323	22,332	23,868
2.5	19,967	20,948	22,029	22,869	24,568
3.5	20,724	21,705	22,916	23,569	25,454
4.5	21,503	22,462	23,745	24,337	26,284
5.5	22,397	23,227	24,502	25,044	27,048
6.5	23,291	24,063	25,325	25,819	27,885
7.5	24,178	24,957	26,219	26,647	28,778
8.5	25,065	25,844	27,112	27,087	29,664
9.5	26,021	26,739	28,610	27,487	30,552
10.5	27,045	27,663	29,567	28,289	31,447
11.5	28,071	28,577	30,577	29,117	32,394
12.5	29,089	29,593	31,684	29,998	33,408
13.5	30,914	31,424	33,824	30,933	35,239
14.5	34,111	34,653	37,079	32,628	39,089
MAX	35,988	36,569	39,129	38,537	41,820

**SCHEDULE A-3
Salary Guide 1988 - 1989**

Step	Non-Degree	BA Degree	BA+30	MA Degree	MA+30
1	20,354	21,449	22,531	23,626	25,261
2	20,909	22,005	23,100	24,165	25,815
3	21,819	22,824	24,041	25,153	26,757
4	22,528	23,626	24,999	26,078	27,715
5	23,486	24,443	25,815	26,911	28,532
6	24,443	25,261	26,618	27,715	29,350
7	25,400	26,233	27,576	28,670	30,323
8	26,342	27,174	28,532	29,628	31,262
9	27,297	28,131	29,488	30,583	32,219
10	28,387	29,089	30,430	31,524	33,162
11	29,468	30,045	31,402	32,482	34,133
12	30,583	31,109	32,482	33,563	35,198
13	31,665	32,219	33,563	34,659	36,294
14	34,490	35,028	36,401	37,482	39,116
SM	38,507	39,129	40,842	42,462	44,533

SCHEDULE A-3a

Half Step Salary Guide 1988 - 1989

Step	Non-Degree	BA Degree	BA+30	MA Degree	MA+30
1.5	20,632	21,727	22,816	23,896	25,538
2.5	21,364	22,415	23,571	24,659	26,286
3.5	22,174	23,225	24,520	25,616	27,236
4.5	23,007	24,035	25,407	26,495	28,124
5.5	23,965	24,852	26,217	27,313	28,941
6.5	24,922	25,747	27,097	28,193	29,837
7.5	25,871	26,704	28,054	29,149	30,793
8.5	26,820	27,653	29,010	30,106	31,741
9.5	27,842	28,610	29,959	31,054	32,691
10.5	28,938	29,567	30,916	32,003	33,648
11.5	30,036	30,577	31,942	33,023	34,666
12.5	31,124	31,664	33,023	34,111	35,746
13.5	33,078	33,624	34,982	38,071	37,705
14.5	36,499	37,079	38,622	39,972	41,825
MAX	38,507	39,129	40,842	42,462	44,533

(Effective July 1, 1989 any members of the Bargaining Unit who are on steps 13½ and 14 shall remain on the same step until February 1, 1990 and then move to the appropriate steps on that date. They shall receive any percentage increase negotiated by the parties not including the increment.)*

Note:

- (1) Longevity based on years of service in Garfield. A longevity increase will be added to a teachers salary on the following basis:

Effective July 1,	1986	1987	1988
At the start of the 15th year	250.00	325.00	400.00
At the start of the 20th year	500.00	575.00	650.00
At the start of the 25th year	650.00	725.00	800.00
At the start of the 30th year	750.00	825.00	900.00
At the start of the 35th year	900.00	975.00	1,050.00

- (2) The board will pay per teacher for course reimbursement for graduate work, approved by the Superintendent up to:

\$250.00 in 1986-1987
\$275.00 in 1987-1988
\$300.00 in 1988-1989

*This item is being litigated now. It may change pending the outcome of the PERC decision.

EXTRA CURRICULAR ACTIVITIES

Title	1986-87	1987-88	1988-89
Color Guard - Twirlers	378.00	410.00	437.00
Band - Marching	1,600.00	1,800.00	2,000.00*
Assistant Band Director - Junior	525.00	567.00	607.00
Assistant Band Director - Beginners	525.00	567.00	607.00
Accounts	756.00	817.00	874.00
Class Advisor - Senior	756.00	817.00	874.00
Class Advisor - Junior	525.00	567.00	607.00
Class Advisor - Sophomore	100.00	108.00	116.00
Class Advisor - Freshman	100.00	108.00	116.00
Class Advisor - Eighth Grade	100.00	108.00	116.00
Dramatics - Acting Director	525.00	567.00	607.00
Dramatics - Music Director	525.00	567.00	607.00

Quill & Yearbook Financial Advisor	825.00	891.00	953.00
Yearbook Advisor	825.00	891.00	953.00
Quill Advisor	825.00	891.00	953.00
National Honor Society Advisor	100.00	108.00	116.00
National Math Honor Society Advisor	100.00	108.00	116.00

Note: The advisors of the above extra curricular activities shall submit their request in writing to the building principal for related activity time beyond the regular school day which will be reviewed and approved by the principal.

*This item is being litigated now. It may change pending the outcome of the PERC decision.

SCHEDULE B

Salary Guide - Attendance Officer

Step	1986-87	1987-88	1988-89
1	15,091	16,489	17,749
2	16,489	17,749	19,185
3	17,749	19,185	20,646
4	19,185	20,646	23,219
5	20,646	23,219	25,077
6	23,219	25,077	26,832

Note:

A. Attendance Officers shall receive \$500.00 per year as expense allowance for use of automobiles.

In addition, the Attendance Officers will have use of a school owned vehicle, when available.

B. Longevity shall be the same for Attendance Officers as all other employees.

SCHEDULE C

Sport	1986-87	1987-89
FOOTBALL		
Head Coach	2,800	3,100
Assistant (6)	1,800	2,300

SOCCKER		
Head Coach	2,050	2,500
Assistant Coach	1,550	2,000
BASKETBALL		
Head Coach	2,050	2,500
Assistant Coach	1,550	2,000
GIRLS BASKETBALL		
Head Coach	2,050	2,500
Assistant Coach	1,550	2,000
WRESTLING		
Head Coach	2,050	2,500
Assistant Coach	1,550	2,000
BASEBALL		
Head Coach	2,050	2,500
Assistant Coach	1,550	2,000
SOFTBALL		
Head Coach	2,050	2,500
Assistant Coach	1,550	2,000
CROSS COUNTRY (Boys & Girls)		
Head Coach	1,750*	2,250*
Assistant Coach	1,375*	1,800*
*Includes 200.00 Extra for Coaching Boys & Girls		
GIRLS TENNIS	1,450	1,800
GOLF	1,450	1,800
BOWLING	1,450	1,800
INDOOR TRACK	900	1,800
VOLLEYBALL	1,550	2,000
TRACK (Boys & Girls)		
Head Coach	2,250*	2,700*
Assistant Coach (3)	1,750*	2,200*
*Includes 200.00 Extra for Coaching Boys & Girls		
ELEMENTARY WRESTLING		
Head Coach	1,200	1,300
Assistant Coach	600	700
CHEERLEADERS	1,250	1,800
DIRECTOR OF ATHLETICS	3,575	3,975

SCHEDULE D

Curriculum Leaders

A stipend above the teacher's salary guide shall be paid to curriculum leaders per assigned duty.

1986-1987	1987-1988	1988-1989
630	705	780

**SCHEDULE E
Guidance Director**

The Guidance Director shall receive the following salary for that level of responsibility while on assignment.

1986-1987	1987-1988	1988-1989
1,260	1,385	1,535

Any additional members of the Guidance Department shall receive 1/10% of their base salaries per Schedule A for duties performed in one summer month per assignment, subject to assignment approval by the Superintendent.

SCHEDULE F

Director of Student Activities

A stipend above the teacher's salary guide shall be paid to the Director of Student Activities.

1986-1987	1987-1988	1988-1989
756	846	936

SCHEDULE G

Department Heads

Department Heads shall receive the following stipends:

Department Heads - With Certificates

1986-1987	1987-1988	1988-1989
630	705	780

SCHEDULE H

The position listed below will receive the following additional monies.

1986-1989
Bedside Instruction
12.00 per hour

**SCHEDULE I
Music Coordinator**

1986-1987	1987-1988	1988-1989
978	1,078	1,178

**Garfield School System
Part Time Salary Formula**

For those of you who work part time, here is how to figure out your annual salary.

If You Work The Same Number of Hours Each Day

1. Get out your calculator.
2. Count the number of hours you work each day.
3. Divide that number by 7.
4. Find your current salary according to your correct step of the salary guide.
5. Multiply line 3 time line 4.
6. Divide the number on line 5 by 20. This is the gross amount you will receive each pay check.

If You Work A Different Number of Hours Each Day

1. Get out your calculator.
2. Count the number of hours you work each week.
3. Divide that number by 35.
4. Find your current salary according to your correct step of the salary guide.
5. Multiply line 3 time line 4.
6. Divide the number on line 5 by 20. This is the gross amount you will receive each pay check.

*Those employees who work extra hours or extra days shall be paid at the end of each month or the end of the school year. Please question your immediate supervisor on the way you will be paid before accepting the extra work.