

**Agreement Between  
BOARD OF EDUCATION  
OF THE BOROUGH OF RIDGEFIELD  
and  
RIDGEFIELD EDUCATION  
ASSOCIATION**

**July 1, 2024 thru June 30, 2028**

**CUSTODIAL / MAINTENANCE UNIT**

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## **PREAMBLE**

This agreement entered into by and between the Board of Education of the Borough of Ridgefield, New Jersey, hereinafter called the Board, and the Ridgefield Education Association, hereinafter called the Association, on behalf of the employee categories specified in the recognition clause of this Agreement encompasses the agreement reached by the parties after negotiations in accordance with Chapter 123 of the laws of the State of New Jersey as amended.

## ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to the terms and conditions of employment for the following personnel under contract, or on leave, full time or part time:
1. Ten (10) or Twelve (12) months custodians
  2. Maintenance Workers
  3. Head Custodians
  4. Bus Drivers
  5. Custodial/Maintenance
  6. Custodial/Bus Driver
- B. Under this Agreement the term “custodian” as used throughout the Agreement shall refer to all personnel named in Paragraph A of the Article.
- C. All other positions, persons, and units not specifically defined above are excluded. The exclusion applies to part time workers who work on an irregular, infrequent, or summer basis.
- D. There shall be a probationary period of sixty (60) days with respect to all personnel under Paragraph “A” in order to qualify for inclusion herein.

## **ARTICLE II – NEGOTIATION OF SUCCESSOR AGREEMENT**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall be conducted according to the time guidelines promulgated by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board at a regular or special public meeting and ratified by the membership of the Association.

### **ARTICLE III – BOARD’S RIGHTS**

- A. The Association recognizes the Board as the public agency charged by the legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Ridgefield as a thorough and efficient system of free public schools.
  
- B. The Board hereby retains and reserves unto itself, without limitations other than those expressly set forth by law and by the specifications of this Agreement, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control for the school system and its properties and facilities, and the employment activities therein and thereon of its employees.
  - 2. To hire all employees and, subject only to the provisions of law and terms of this Agreement, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote the transfer all such employees.
  - 3. To determine the hours of employment, the duties, responsibilities and assignments and the terms and conditions of employment subject only to the terms of this Agreement.
  - 4. To hire, transfer, layoff, discharge, direct the work force and determine the work force.
  - 5. To determine the work and service to be performed by covered employees and the manner and methods whereby such work is to be done.
  - 6. To contract or subcontract for such work or services as the Board of Education determines.
  - 7. Notwithstanding anything to the contrary herein or as the contract is amended, any new employee hired for work to begin on or after July 1, 2001 shall be paid a base salary to be determined by the Board of Education at it’s sole and absolute discretion.

- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement and the extent to which such expressed terms are in conformance with the Constitution and the provisions of the laws of the State of New Jersey (specifically the provision of R.S. 34:13A-1 et seq. as amended and supplemented by the provisions of chapter 123, Public Law 1974) and the Constitution and laws of the United States.

## **ARTICLE IV – GRIEVANCE PROCEDURES**

### **I. DEFINITIONS**

- A. A “grievance” is a claim based upon an event or condition which affects the terms and conditions of employment of a custodian or group of custodians and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
- B. An “aggravated person” is the person or persons making the claim.
- C. A “party in interest” is the person or persons making the claim, and any person who might be required to take action, or against whom action may be taken in order to resolve the claim.
- D. A dispute of any nature including a grievance shall not be covered by the provisions of this grievance procedure, if the same involves a matter as to which
  1. a prescribed method of review if required by law or rule or regulation of Education;
  2. the Board does not have the legal authority to act;
  3. the failure or refusal of the Board of Education to renew the employment contract of an employee.

### **II. PURPOSE**

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare of terms and conditions of employment of custodians. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any custodian to discuss informally with any appropriate member of the administration situations which might lead to a grievance. The situation may be adjusted without intervention of the Association provided the adjustment is not inconsistent with terms of this Agreement.

### **III. PROCEDURE**

- A. A grievance must be filed within fifteen (15) working days of its occurrence or it shall be deemed to be abandoned.



- B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum, and every effort should be made to expedite the process. The time limit specified may, however, be extended or reduced by mutual consent.
- C. In general, three levels of discussion are provided in the communication channel. First, the grievant and his immediate superior; second, with the Superintendent of Schools and Business Administrator; and third, with the Board of Education.
- D. Grievance at all levels shall be submitted in writing and decisions shall be submitted in writing to the interested parties.
- E. **Level 1** - Discussions at this level will be between the grievant's immediate superior and the grievant, or the Committee of the Association representing the grievant or group. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the second level.
- F. **Level 2** - Discussions at this level will be between the Superintendent of Schools, Business Administrator and the grievant, or the Committee of the Association representing the individual or group. Failure to resolve questions at this level within ten (10) school days would permit the aggrieved party to take the grievance to the third level.
- G. **Level 3** - Discussions at this level will be between the Board of Education, the Superintendent of Schools, the Business Administrator, and the grievant, or the Committee of the Association representing the individual or group.
- H. If an agreement is unattainable within fifteen (15) school days at the third level, all reasonable action, including the use of a consultant shall be employed in an effort to reach a mutual understanding. If agreement of a consultant cannot be reached, one from the State Board of Mediation shall be requested.
- I. Except as provided for in Article 3, Section I (1a), the Ridgefield Board of Education shall be the final step in the grievance procedure.
  - 1. a. If the grievance concerns the imposition of reprimands and discipline as defined in N.J.S.A. 34:13A-29 the Association may file for binding arbitration. The parties shall each choose an arbitrator who in turn shall choose a third arbitrator. The arbitrator's function shall be limited to the contractual terms of this Agreement. The cost of arbitration shall be paid by the party against whom the arbitrator ruled. The arbitrator shall determine who shall pay the costs.
  - b. The Superintendent of Schools shall have the authority to impose the following minor discipline in the form of a written reprimand or suspension without pay or fine up to five working days or the monetary equivalent or less for the following activities of any Employee:
    - i. A pattern of reporting late to work.

- ii. Failure to follow procedures such as sign in/out on the required sheet or the like.
  - iii. Failure to follow the instruction of the Supervisor of Building and Grounds or his designee.
  - iv. Failure to be appropriately dressed for the nature of the work assigned as directed by the Supervisor of Buildings and Grounds or the Superintendent of Schools.
  - v. The use of any cell phone or cellular device on school grounds when school is in session.
- c. The actions of the Superintendent of schools pursuant to Section 3 I (1b) shall be deemed the imposition of minor discipline pursuant to N.J.S.A. 34-13A-29 and shall not be subject to binding arbitration, but shall be subject to Section III A thru H of this article.
- J. Any step may be bypassed by mutual consent of the parties involved.
- K. If a decision has been rendered at any level, the grievance is deemed to be resolved.
- L. Both parties shall share equally the cost of the consultation.
- M. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred.
- N. A written grievance must be hand-delivered to the Immediate Superior, Superintendent, and Business Administrator in the proper order. The recipient must be given written acknowledgment of its delivery, with time and date duly noted.
- O. Whenever a grievance is originally filed, the Business Administrator shall receive a copy of the grievance immediately so that he may be fully informed of its nature. The one filing the grievance shall be responsible for a copy being delivered to the Business Administrator.

## **ARTICLE V – EVALUATION PROCEDURE**

- A. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. Employees shall have the right to state a disclaimer or write a rebuttal to any evaluative rating or comment with which they disagree.
  
- B. At least two (2) per year, one of which shall be mid-year, evaluation reports shall be presented to each employee by his immediate supervisor in accordance with the following procedures:
  - 1. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.
  - 2. Such reports shall be addressed to the employee.
  - 3. Such reports shall include, when pertinent:
    - a. Strengths of the employee as evidenced during the period since the previous report.
    - b. Weaknesses of the employee as evidenced during the period since the previous report.
    - c. Specific suggestions as to measures which the employee might take to improve his performances in each of the areas wherein weaknesses have been indicated.
  - 4. A written evaluation will be conducted prior to the conclusion of a new employee's sixty (60) day probation period.

## ARTICLE VI – SALARIES AND HOURS OF WORK

- A. The salaries of employees covered by this Agreement are set forth in Schedule “A”.
- B. At the discretion of the Board and based on need, Bus Drivers hired on or after July 1, 2021 and retroactive to July 1, 2021 shall be 10 month employees. Employees hired prior to July 1, 2021 who are 12 month employees can elect to become 10 month employees. 12 month employees who elect to be 10 month employees shall lose their grandfathered status as 12 month employees.
- C. Custodians/Maintenance Worker and Bus Driver Salaries
- Year 1 2024-2025: 3.5% + \$1,092 for Salary Guide Improvement  
Year 2 2025-2026: 3.5% + \$1,138 for Salary Guide Improvement  
Year 3 2026-2027: 3.5%  
Year 4 2027-2028: 3.5%
- D.
1. The normal workday shall consist of eight (8) consecutive work hours exclusive of a lunch period of no more than one (1) hour. The normal workweek shall consist of five (5) days or forty (40) hours.
  2. Time and one-half (1½) an employee’s regular straight time calculated hourly rate of pay shall be paid for all hours worked over eight (8) hours in any workday and in the excess of forty (40) hours worked in any workweek.
  3. Double time (2) an employee’s regular straight time calculated hourly rate of pay shall be paid for all hours worked on Sundays.
  4. Overtime shall be on a building rotating basis. Upon non-acceptance of overtime, the employee will be placed on the bottom of the rotating list. Whenever the overtime duties require the presence of a duly licensed employee, only such employees will be considered for the overtime work.
  5. The provisions of this Article and this Agreement shall not be construed as a guarantee of hours of work per day, per week or of days of work per week. No provisions of this contract shall be deemed to be guarantee of employment.
  6. In the event of an emergency, an employee who has worked his normal eight (8) hour workday and is required to work for an assignment, shall be guaranteed at least two (2) hours overtime work and shall be paid at time and one-half (1½) his straight time rate of pay for all time worked. Additionally, in the event of an emergency, an employee who is required to work for an assignment prior to his scheduled shift shall be guaranteed at least two (2) hours overtime work and shall be paid at time and one-half (1½) his straight time rate of pay for all time worked.

7. In the event of a snow day/snow cleanup, the Supervisor of Buildings and Grounds will notify the employees to report to the District at a certain time. The first 8 hours of work is considered a regular work shift. Hours worked in excess of the first 8 hours will be considered overtime pay.
  - a. **Morning Snow Disturbance – Delayed Opening**  
In the event that snow disturbance happens in the morning, and the district is open on a delayed schedule, all bus drivers are expected to report to the school district at their usual work hours. They are expected to clean their school bus and clear the surrounding area of the bus. They are then expected to transport the students from their residence to the school.
  - b. **Afternoon Snow Disturbance**  
In the event that snow disturbance happens in the afternoon, all bus drivers are expected to complete their regular shift of transporting the students from the school to their residence. They are not expected to perform snow clean-up with the rest of custodial and maintenance staff.
  - c. **Snow Day (Weekday)**  
When the district is closed for a snow day, the Supervisor of Buildings and grounds will require all FT bus drivers to report to the district to perform snow clean-up. The first eight hours of work is considered part of the regular shift, any hours worked beyond the eight hours will be considered overtime.
  - d. **Weekend Snow Disturbance**

In a weekend snow disturbance, the Supervisor of Buildings and grounds will require all FT bus drivers to report to the district to perform snow clean-up. This is considered overtime. In a situation where a bus driver has a weekend run (band, fieldtrip, sports, etc...), the bus driver will then join the clean-up once the bus run is complete.

8. The Board shall have the right to establish, change, modify, and discontinue such shifts as it determines necessary, and shall have the right to establish and change shift hours. The Board shall have the right to make assignments of employees to the shift where the Board determines the employee's services are necessary. Notwithstanding anything to the contrary in the Parties current agreement, the Parties agree that in the event the Board of Education establishes a work shift from Tuesday through Saturday, inclusive, such shift shall consist of eight (8) consecutive work hours, exclusive of a lunch period of no more than (1) hour. The normal workweek for such shift shall be five (5) days or forty (40) hours to be paid at straight time. The February 16, 1995 Agreement is incorporated as if set forth except paragraph 2 therein is eliminated and any employee may be assigned any shift.

E. 10 month full-time Bus Drivers are eligible for summer stipends in the amount of \$800 per

week to perform bus driver, school cleaning and school reopening duties between the hours of 7:30 am – 1:30 pm between July 1 and August 31, Monday through Friday. Part-time bus drivers may be eligible for summer work at their hourly pay rate if the Superintendent or designee determines there is a need for additional work.

- F. A custodian or maintenance man who substitutes for a head custodian or maintenance foreman for a period of one day or more shall receive a pay differential equal to that paid to the man for whom he is substituting provided that he fulfills the working hours and responsibilities of that position and he has been so authorized by the Business Administrator.
- G. Custodians may elect to have a portion of their salaries deducted from their pay and deposited to their accounts in any district-approved credit union.
- H. When a payday falls on or during a school holiday, vacation or weekend, custodians shall receive their paycheck on the last previous working day.
- I. All custodians shall be paid semi-monthly for the term of their contracts.
- J. All work performed on Saturday shall be paid on a time and one-half (1½) overtime and Sunday double time (2), except for employees working Tuesday through Saturday, in which case work performed on Monday shall be paid time and one half.
- K. All full time employees shall be entitled to a full, uninterrupted lunch period during the working day.
- L. An employee who reports for work on a regularly scheduled workday shall be guaranteed a full days' pay in the event the workday is shortened by the employer.
- M. Summer hours shall be from 7:00 a.m. to 3:30 p.m. There shall be no night shift during summer hours.
- N. Any Employee employed in the Ridgefield Public School District ("District") for the period of time set forth below shall receive longevity increments above the salary guide. The longevity increments are set forth in Schedule "A" attached. Employees shall receive longevity as follows:
  - 14 – 19 years of service in the District – Longevity 1
  - 20 – 24 years of service in the District – Longevity 2
  - 25 or more years of service in the District – Longevity 3

## ARTICLE VII – INSURANCE PROTECTION

- A. The Board shall provide health-care insurance protection for school employees. Employees will continue to contribute toward health insurance in accordance with Chapter 78, Year 4 percentages. The employee shall be entitled to any plan encompassing all provisions under the New Jersey State Health Benefit Plan, or equal or better than any other Health plan that provides like coverage. The Board medical plan shall include the State Health Plan Prescription Drug Plan. Employees hired after July 1, 2020 shall be enrolled in a Ch. 44 plan and contribute for such plans in accordance with Ch. 44.
- B. Any employee hired after July 1, 2018 shall be entitled to a base health care plan of NJ Direct 15 until the first open enrollment period after such employee has completed four (4) years of employment. Said employee may elect to enroll in an alternate plan at a higher cost provided that the employee pays the difference. After being employed for four years, the employee shall be entitled to a base health care plan of NJ Direct 10.
- C. It shall be the policy of the Board to continue the payment of premiums on hospitalization and major medical insurance, subject to the employee contribution set forth in Paragraph A above, for a period of time after a leave of absence for illness has been approved by the Board in accordance with applicable laws. The Board shall make a written inquiry from the State to determine the maximum time period allowable. The employee must submit a doctor's certificate to the Superintendent of Schools at the time the request for leave of absence is made.
- D. The Board shall consider continuation of hospitalization and major medical insurance payments, subject to the employee contribution set forth in Paragraph A above, for any other leave of absence on its individual merits and make a decision accordingly.
- E. Leaves of absence for maternity purposes shall be governed by applicable laws. Payments will not be continued in maternity cases after the employee ceases work.
- F. The latest available office copy of the health care insurance coverage provided under this Article which shall include a description of conditions and limits of coverages listed above shall be provided upon request to each unit member no later than November 1 of each new school year.
- G. The Board shall be solely responsible for determining the carrier for health insurance providing the carrier shall have the health benefits as agreed to between the Board and the Association.
- H. The Board will provide a family dental insurance plan with the insurance protection presently being provided for under this category, for which the unit member shall pay the percentage of the annual premium as set forth in Paragraph A above.

## ARTICLE VIII – VACATIONS

- A. 1. Vacations shall be provided to twelve (12) month employees qualified for the same in accordance with the following schedule:
- For less than ten (10) months continuous service – one (1) working day for each full month of continuous service.
  - For ten (10) months to four (4) years continuous service – ten (10) working days.
  - For five (5) years of continuous service – fifteen (15) working days.
  - For six (6) years of continuous service – sixteen (16) working days.
  - For seven (7) years of continuous service – seventeen (17) working days.
  - For eight (8) years of continuous service – eighteen (18) working days.
  - For nine (9) years of continuous service – nineteen (19) working days.
  - For ten (10) years of continuous service – twenty (20) working days.
2. The vacation year for the purpose of ascertaining the vacation benefit shall be determined and computed from July 1st and continued to June 30th of the next succeeding year.
- B. Vacation pay shall be the employee’s regular straight time rate of pay for one (1) week (5 days) work.
- C. 1. The Board shall have the right to schedule the employee’s vacation. The vacation schedule shall be discussed with the individual employee.
2. Custodians shall have that portion of their vacation which is less than two (2) weeks scheduled during the period from closing of school until September 1st; and any portion of their vacation in excess of two (2) weeks at another time in the vacation year which is mutually agreeable to the Board and employee.
3. The Board shall schedule such vacations so that the same will have the least effect on the efficient operation and needs of the Board as determined by the Board.
- D. In the event an employee has quit or is terminated for cause prior to the first day of the second year of employment, the employee shall not be entitled to any accrued vacation benefit. After an employee has reported to work the 1st day of the second consecutive year of employment, if such employee quits or is terminated, said employee shall receive his vacation benefits, if any, on a pro-rated basis.
- E. Upon retirement, an employee who has unused vacation days that were accrued in the final year of employment will be paid for those unused days.



- F. Custodians shall be paid for unused vacation days at the end of every school year. The payment shall be made in the first pay period of the following school year. The payment shall be limited to five (5) days.

## **ARTICLE IX – HOLIDAYS**

- A. Employees covered by this Agreement shall be entitled to fourteen (14) holidays. The specific days will be determined by the Board. No holiday will be allowed when schools are in session. Employees covered by this Agreement shall also be on holiday when schools are closed for Christmas Eve and New Years' Eve.
- B. If any work is performed on the aforementioned holidays, the employee performing said work shall receive double his regular straight time calculated rate of pay for all hours worked on the holidays in addition to his holiday pay.
- C. If a holiday should fall during an employee's vacation period, the employee shall not be charged a vacation day for the interim holiday.
- D. An employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled workdays both preceding and following the holiday. A sick day is considered a day of work.
- E. If for any reason schools should remain open on any holiday, the employee will be required to work at the regular rate but will be given an additional day by the Board after consultation.
- F. Effective July 1, 2021, if Christmas Day falls on a Saturday or Sunday the employee will be provided with one (1) additional personal day that cannot be used when school is in session. If the personal day is not taken it will expire on June 30 of the year after it was credits.

## **ARTICLE X – TEMPORARY LEAVES OF ABSENCE**

A. **Death in the Immediate Family**

A period not to exceed 4 school days will be granted with full pay, upon the death of a member of the immediate family of an employee; such four days shall be taken consecutively. The term, “immediate family”, shall be defined as including: mother, mother-in-law, sister, brother, husband, wife or children or any other relative who is a member of the immediate household.

B. **Death of Others**

A period not to exceed one (1) school day will be granted with full pay upon the death of a relative not included in the definition of the “immediate family”.

C. **Absence Because of Quarantine**

Employee absence or exclusion from work for reasons of contagious disease within the household shall be treated the same as that designated under the article entitled, “Sick Leave”. Absence because of exclusion from work for reasons of contagious disease within the school shall be paid in full with regular pay without deduction. Such absence shall not be deducted from the school days allowed for personal illness per year, or the accumulated sick leave.

D. **Absence for Jury Duty**

Absence for jury duty shall not count in calculating absence limitations under other sections. The salary paid by the Ridgefield Public Schools during absence for jury duty shall be at the regular rate less the fee paid by the government for such jury duty.

E. **Other Personal Absence**

Two (2) personal days per year shall be granted to any employee who requests same without loss of pay if such request is submitted in writing forty-eight (48) hours before, stating in general why, such as family, legal, etc. Employee shall not take personal days prior to or following vacation except in case of emergency. An employee may request compensation for an additional personal absence if such absence is beyond the control of the employee. Compensation may be granted by the board of Education if it concurs that the circumstances warranted the absence.

F. **All Other Absence**

For all other absences, an employee’s regular salary shall be reduced by 1/240th of his annual contractual salary for each day of absence.

G. Employees who are absent must complete the required form immediately upon return to school. If the absence was for personal reasons, and consideration for remuneration is requested, the employee must state the reason for absence. The Board of Education will consider such requests after evaluation and favorable recommendation by the Superintendent of Schools.

## **ARTICLE XI – SICK LEAVE**

- A. All custodians and maintenance personnel shall be entitled to twelve (12) sick leave days for each contract year. The effective date for this sick leave provision shall be July 1st, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year, with no maximum limit for use in case of illness.
- B. Custodial and maintenance personnel shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
- C. Absences of three (3) consecutive days or more shall require a doctor's note before the employee will be permitted to return to work.
- D. Sick Leave Bank. Employees may participate in the same sick leave bank that applies to the teachers which shall be a district-wide sick leave bank.

## **ARTICLE XII – TERMINAL LEAVE**

- A. A full time employee who terminates service after ten (10) years shall be granted a terminal leave lump sum payment of the employee's earned and unused accumulated sick days multiplied by 1/200 (for 10-month employee) and 1/240 (for 12-month employee) of the annual salary received during the last year of employment, provided that no payment shall exceed \$11,000.
- B. Upon the death of an active employee who has been employed by the Ridgefield Public School District at least seven (7) consecutive years, terminal leave shall be paid to the estate as calculated in paragraph A listed above.
- C. Terminal leave shall not be paid for discharge employees.
- D. Notice of Terminal Leave must be provided in writing by January 31st of the school year prior to the year in which the retirement or resignation from the district is to take place.
- E. The payment provided for in paragraphs A and B shall not exceed a total of \$20,000 per school year cumulatively. If more than one employee is eligible under A and B, the employee shall share equally the maximum sum of \$20,000.

## ARTICLE XIII – ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association data pertinent to the School District that is made available to any and all residents of the Board of Ridgefield.
- B. Whenever the Board requests a representative of the Association or any custodian to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss of pay.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted on to the Association as the exclusive representative of the custodians, and to no other organizations.
- D. **Job Security**
1. Definition of Seniority - Seniority shall be defined as continuous length of service in the School District.
  2. Seniority Lists - A separate seniority list shall be maintained for each job classification, namely; Head Custodians, Maintenance Foreman, Custodians, Maintenance Employees, and effective September 24, 1981, Custodial/Maintenance.
- E. **Vacancies**
- All vacancies, including promotional opportunities, shall be publicized by the Board. All employees shall be given an opportunity to make application for posted vacancies or promotional opportunities in writing. The Board agrees to give due consideration to the seniority, skill, and ability and such other factors as may be relevant of all applicants. It is understood that nothing herein shall bar the Board, if in its judgment no qualified applicants are available, from hiring from the outside to fill such position. It is further understood that in making its determination, the Board shall not be discriminatory, arbitrary or capricious.
- F. **Reduction in Force**
- In the event the Board determines that a reduction in force is necessary in any classification hereunder, it shall reduce the force in inverse order of seniority of the employees within the affected job classification. A custodian reduced from his job classification in accordance herewith may exercise his seniority to displace an employee in the maintenance job classification (and vice versa) provided he has greater seniority and has the necessary skill and ability to perform that job satisfactorily as determined by the Business Administrator.

- G. Whenever any employee is required to appear before the Superintendent and/or the Board concerning any matter which could thereto, then he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting.
- H. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- I. If a written memorandum concerning a member of the Association is sent to an administrator, same will not be placed in the personnel file unless he or she has knowledge of same, can inspect same upon reasonable notice, and has the right to respond in writing, reply to also be included in the personnel file.

#### ARTICLE XIV – MISCELLANEOUS

- A. The Board and the Association agree that there shall be 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 sex, race, creed, color, religion, national origin, domicile, or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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 heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. A copy of this Agreement shall be furnished by the Board of Education to each member represented by the Association within thirty (30) days after the Agreement has been signed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement, either party shall do so by telegram or registered letter at the following address:
  - 1. If by Association, to Board at 555 Chestnut Street, Ridgefield, New Jersey 07657.
  - 2. If by Board, to Association at Maintenance Department, Walnut Street, Ridgefield, New Jersey 07657.



**ARTICLE XV – DURATION OF AGREEMENT**

This Agreement shall be in effect from July 1, 2024 through June 30, 2028 . This Agreement will be in full force and effect until a successor agreement has been completely negotiated.

RIDGEFIELD EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Darla Ferdinand, President

By: \_\_\_\_\_  
Vito Fabiano, Vice President

By: \_\_\_\_\_  
Ridgefield Custodial and Maintenance Representative

RIDGEFIELD BOARD OF EDUCATION  
RIDGEFIELD, NEW JERSEY

By: \_\_\_\_\_  
\_\_\_\_\_, President

By: \_\_\_\_\_  
\_\_\_\_\_, Business Administrator

**SCHEDULE A – SALARIES**

<b>2024-2025</b>		<b>2025-2026</b>		<b>2026-2027</b>		<b>2027-2028</b>	
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
<b>1</b>	38,782	<b>1-2</b>	41,730	<b>1</b>	42,875	<b>1-2</b>	44,760
<b>2-3</b>	39,782	<b>3-4</b>	42,730	<b>2-3</b>	43,375	<b>3-4</b>	45,760
<b>4-5</b>	41,082	<b>5-6</b>	43,730	<b>4-5</b>	44,375	<b>5-6</b>	46,760
<b>6</b>	42,382	<b>7</b>	44,730	<b>6-7</b>	45,375	<b>7-8</b>	48,060
<b>7</b>	43,682	<b>8</b>	46,030	<b>8</b>	46,675	<b>9</b>	49,360
<b>8</b>	45,282	<b>9</b>	47,530	<b>9</b>	48,075	<b>10</b>	50,660
<b>9</b>	46,882	<b>10</b>	49,030	<b>10</b>	49,475	<b>11</b>	51,960
<b>10</b>	48,482	<b>11</b>	50,530	<b>11</b>	50,875	<b>12</b>	53,260
<b>11</b>	50,082	<b>12</b>	52,105	<b>12</b>	52,275	<b>13</b>	54,560
<b>12</b>	51,682	<b>13</b>	53,700	<b>13</b>	53,925	<b>14</b>	55,960
<b>13</b>	53,682	<b>14</b>	55,055	<b>14</b>	55,575	<b>15</b>	57,360
<b>14</b>	-	<b>15</b>	-	<b>15</b>	57,225	<b>16</b>	58,760
<b>15</b>	-	<b>16</b>	-	<b>16</b>	-	<b>17</b>	61,460
<b>16</b>	-	<b>17</b>	-	<b>17</b>	-	<b>18</b>	64,160
<b>17</b>	-	<b>18</b>	63,434	<b>18</b>	63,775	<b>1-2</b>	44,760
<b>18</b>	63,122					<b>3-4</b>	45,760

<b>Longevity 1</b>	900	900	900
<b>Longevity 2</b>	1,200	1,200	1,200
<b>Longevity 3</b>	1,500	1,500	1,500

<b>Black Seal</b>	1,100	1,100	1,100
<b>Night Differential</b>	1,083	1,083	1,083
<b>Head Custodian</b>	5,209	5,209	5,209

<b>Part-Time Bus Driver</b>	\$21.03 / hour	\$21.68 / hour	\$22.36 / hour
<b>Part-Time Custodian</b>	\$24.33 / hour	\$25.09 / hour	\$25.86 / hour