

4-3037

D.P.

PREAMBLE

THIS BOOK DOES  
NOT CIRCULATE

This Agreement entered into this 30th day of June 1970 by and between the Board of Education of the Borough of Ridgefield, in the County of Bergen, a public body corporated of the State of New Jersey (herein called the Board), and the Ridgefield Custodial and Maintenance Association, an unincorporated association of the State of New Jersey (herein called the Association).

NEGOTIATION - OF - SUCCESSOR - AGREEMENT

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, 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 October 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 Association, and be adopted by the Board.

## RECOGNITION

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.

- A. Custodians
- B. Head Custodians
- C. Maintenance Workers
- D. All other positions, persons, and units not specifically defined above are excluded.
- E. Under this contract, the term custodian as used throughout shall refer to all personnel under "A", "B", and "C" of the "Recognition" article.

## THE BOARD'S STATUS

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 of a thorough and efficient system of free public schools.

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 powers, 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 of 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 and transfer all such employees.
3. To determine the hours of employment, the duties, responsibilities and assignments of custodians, head custodians, and maintenance workers 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 services 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.

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 provisions of R. S. 34:13A-1 et seq. as amended and supplemented by the provisions of Chapter 303 of the Laws of 1968) and the Constitution and laws of the United States.

## GRIEVANCE PROCEDURES

### PREAMBLE

The quality of the education offered to our Ridgefield children depends upon the cooperative efforts of our non-professional staff as embodied in the Ridgefield Custodial and Maintenance Association; our administrative staff as represented by our Principals, Business Administrator and Superintendent; and of our elected Board of Education. Such cooperative effort must recognize that differences of opinion exist between individuals and groups, and that open avenues of communication must be provided for free discussion of such differences and their ultimate resolution.

### 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 "aggrieved 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 (a) a prescribed method of review is required by law or rule or regulation of the State Commissioner of Education or the State Board of Education; (b) the Board does not have the legal authority to act; (c) 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 or 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 thirty (30) 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 a 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. Grievances 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 and his immediate superior, or the Committee of the Ridgefield Custodial and Maintenance 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 Ridgefield Custodial and Maintenance 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 Ridgefield Custodial and Maintenance 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 or a consultant cannot be reached, one from the State Board of Mediation should be requested.

I. Any step may be bypassed by mutual consent of the parties involved.

J. If a decision has been rendered at any level, the grievance is deemed to be resolved.

K. Both parties shall share equally the cost of the consultation. Any decision by the consultant shall be advisory only.

L. 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 to in this article.

M. A written grievance must be hand delivered to the Immediate Superior, Superintendent, and Business Administrator in the proper order. The recipient must give written acknowledgement of its delivery, with time and date duly noted.

N. 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 Superintendent.



SALARIES AND HOURS OF WORK

1. The salaries of employees covered by this agreement are set forth in Appendix A.
2. Employees who work night hours (after 3:30 p.m.) shall be paid 10 cents (10 ¢) per hour above scale.
3.
  - A. The normal work day shall consist of eight (8) working hours. The normal work week shall consist of five (5) days of forty (40) hours.
  - B. Time and one-half (1-1/2) an employee's regular straight time calculated hourly rate of pay shall be paid for all hours worked over eight (8) hours in any work day and in excess of forty (40) hours worked in any work week.
  - C. Employees agree they will work overtime when requested, except if an employee establishes a reasonable excuse why he cannot work, the excuse will be given consideration.
  - D. 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 provision of this contract shall be deemed to be a guarantee of employment.
  - E. An employee who has worked his normal eight (8) hour schedule work day and has left and is required to return for an assignment, shall be guaranteed at least two (2) hours work and shall be paid at time and one-half (1-1/2) his straight time rate of pay for all time worked.
  - F. 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.

4. A custodian or maintenance man who substitutes for a head custodian or maintenance foreman for a period of one week or more shall receive a pay differential equal to that paid to the man for whom he is substituting.
5. Custodians may elect to have a portion of their salaries deducted from their pay and deposited to their accounts in the East Bergen Teachers Federal Credit Union.
6. When a pay day falls on or during a school holiday, vacation, or weekend, custodians shall receive their pay checks on the last previous working day.
7. All custodians shall be paid semi-monthly for the term of their contracts.
8. All work performed on Saturday and Sunday shall be paid on a time and a half (1-1/2) overtime.

## INSURANCE PROTECTION

The Board of Education shall provide health-care insurance protection for school employees. The benefits shall be the combined Blue Cross and Blue Shield (including Rider "J") and Prudential Major Medical Insurance encompassing all provisions under the New Jersey State Health Benefit Plan, or any other Health Plan that provides like coverage.

It shall be the policy of the Ridgefield Board of Education to continue the payment of premiums on hospitalization and major medical insurance for a period of six months after a leave of absence for illness has been approved by the Board. A doctor's certificate must be submitted to the Superintendent of Schools by the employee at the time the request for a leave of absence is made.

The time period of payments may be extended at the discretion of the Board. All extensions of payments must be evaluated on an individual basis.

The Board shall consider continuation of hospitalization and major medical insurance payments for any other leave of absence on its individual merits, and make its decision accordingly.

The above policy shall not apply to requests for leaves of absence for maternity purposes. Payments will not be continued in maternity cases after the employee ceases to work.

The Carrier shall provide to each employee a description of the health-care insurance coverage provided under this article no later than the beginning of the 1970-71 school year, which shall include a clear description of conditions and limits of coverage as listed above.

The Board of Education 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 of Education and the Ridgefield Custodial and Maintenance Association.

## VACATIONS

1. (a) Vacations shall be Provided 12-month employees qualified for the same in accordance with the following schedule, and will be effective July 1971.

For less than 10 months continuous service - one working day for each full month of continuous service.

For 10 months to 24 months continuous service - 10 working days.

After 8 years of continuous employment - 15 working days.

(b) The vacation year for the purpose of ascertaining the vacation benefit shall be determined and computed from June 1st and continue to May 31 of the next succeeding year.

2. Vacation pay shall be the employee's regular straight time rate of pay for one week (5 days) work.

3. The Board shall have the right to schedule the employee's vacation. The vacation schedule shall be discussed with the individual employee.

(b) Custodians shall have their vacation period scheduled during the period from the closing of School until September 1st of each year.

(c) Maintenance men and maintenance helpers 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 the employee.

(d) The Board shall schedule such vacations so that the same will have the least affect on the efficient operation and needs of the Board as determined by the Board. By mutual agreement between the Board and an employee, the employee may have his vacation scheduled at any time in the vacation year.

4. In the event an employee has quit or is terminated for cause prior to June 1 of any year, the employee shall not be entitled to any accrued vacation benefit. In the event the employee quits or is terminated after June 1st of the vacation year, said employee shall be entitled to whatever vacation benefit he has earned.

## HOLIDAYS

Employees covered by this Agreement shall be entitled to ten (10) holidays during the 1970-71 school year. The specific days will be determined by the Board. No holiday will be allowed when schools are in session. The specific dates covered by this Agreement are set forth in Appendix B.

- (a) If any work is performed on the aforementioned holidays, the employee performing said work shall receive time and one-half his regular straight time calculated rate of pay for all hours worked on the holiday in addition to his holiday pay.
- (b) If a holiday should fall during an employee's vacation period, the employee shall receive an extra day off, which day shall be scheduled by the Board.
- (c) An employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled work days both preceding and following the holiday. A sick day is considered a day of work.
- (d) 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.

## TEMPORARY LEAVES OF ABSENCE

### (a) Death in the Immediate Family

A period not to exceed 3 school days will be granted with full pay, upon the death of a member of the immediate family of an employee; such three days shall be taken consecutively. The term, "immediate family," shall be defined as including: mother, father, 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 school day will be granted with full pay upon death of a relative not included in the definition of the "immediate family."

### (c) Absence Because of Quarantine

Employee absence because of exclusion from work for reasons of contagious disease within the household shall be treated the same as "Personal Illness," in Item (a).

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

An employee may request compensation for a personal absence if

Temporary Leaves of Absence

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 Absences

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) All 12 month employees covered by the agreement shall be entitled to twelve (12) sick leave days each school year. Those days not used shall be accumulated, without limit from year to year.

(Note: 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 the absence. The Board of Education will consider such requests after evaluation and favorable recommendation by the Superintendent of Schools.)

## 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 Borough 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 only to the Association as the exclusive representative of the custodians, and to no other organizations.



MISCELLANEOUS

The Board and the Association 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, domicile, or marital status.

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.

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.

Two (2) copies of this Agreement shall be furnished to the Association within thirty (30) days after the Agreement is signed.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of 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 \_\_\_\_\_  
\_\_\_\_\_

Duration of Agreement

This Agreement shall be effective as of \_\_\_\_\_  
and shall continue in effect until \_\_\_\_\_. This  
Agreement will be in full force and effect until a successor Agreement  
has been completely negotiated.

It is understood by all parties that under the rulings of the  
Courts of New Jersey and the State Commissioner of Education, the Board  
of Education is forbidden to waive any rights or powers granted it by  
law.

In witness whereof the parties hereto have caused this Agreement  
to be signed by their corporate seals to be placed hereon, all on the  
day and year first above written.

RIDGEFIELD CUSTODIAL AND  
MAINTENANCE ASSOCIATION

RIDGEFIELD BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

Ridgefield Board of Education

APPENDIX "A"

Custodial and Maintenance Salary Guide

1970 - 1971

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>Custodian</u>	\$6,100.	\$6,400.	\$6,700.	\$7,000.	\$7,700.

Maintenance Mechanic - \$8,800. maximum salary. New personnel will commence at \$8,000. and if service is satisfactory after six (6) months, the salary will be adjusted to \$8,800.

Head Custodian Differential -

Shaler	-	+	\$ 400.
Bergen Boulevard	-	+	\$ 600.
Slocum-Prospect	-	+	\$1,000.
High School	-	+	\$1,000.
Maintenance Foreman	-	+	\$1,200.

An evening shift differential of 10¢ per hour will be paid to all building service personnel for evening shift starting on or after 3:30 p.m. (This shall not be paid on overtime work.)

Part-time custodians will be paid at the rate of \$2.75 per hour worked.

Part-time matron will be paid at the rate of \$2.50 per hour worked.

A sum of \$100. per year will be paid to holders of Boiler Fireman's License.

The Board emphasizes that increments as outlined in the Guide are not automatic. Advancement on the schedule will be subject to the Principal's and/or Business Administrator's recommendation and approval of the Superintendent and the Board of Education.

Adopted June 30, 1970

RIDGEFIELD BOARD OF EDUCATION

APPENDIX "B"

HOLIDAY SCHEDULE

12-MONTH CUSTODIAL & MAINTENANCE PERSONNEL

JULY 1, 1970 to JUNE 30, 1971

Friday, July 3, 1970	Independence Day
Monday, September 7, 1970	Labor Day
Thursday, November 26, 1970) Friday, November 27, 1970)	Thanksgiving
Thursday, December 24, 1970) Friday, December 25, 1970 )	Christmas Eve Christmas Day
Thursday, December 31, 1970 Friday, January 1, 1971	New Years Eve New Years Day
Friday, April 9, 1971	Good Friday
Monday, May 31, 1971	Memorial Day