

This AGREEMENT, entered into this 1st day of July, 2009, by and between the BOARD OF EDUCATION OF WALLKILL VALLEY REGIONAL HIGH SCHOOL DISTRICT, hereinafter called the “Board” and the WALLKILL VALLEY CUSTODIAL’S ASSOCIATION, an incorporated association, hereinafter called the “Association.”

WITNESSETH, that WHEREAS, a majority of the custodial staff of the Wallkill Valley Regional School System have designated the Wallkill Valley Custodial Association as their representative for the purpose of collective negotiation in accordance with and pursuant to the provisions of N.J.S.A. 34:13 A5.3, and

WHEREAS, the Association and the Board have reached certain understandings which they desire to confirm to this Agreement pursuant to Chapter 123, Public Laws of 1974, as amended:

IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I - GRIEVANCE PROCEDURE

A. Definition

A “grievance” is a claim by an employee based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of his/her employment. The Association may process such a grievance if the grievant does not wish to do so.

To be considered under this procedure, a grievance must be initiated by the grievant within twenty (20) calendar days of the time the grievant knew or should have known of its occurrence.

B. Purpose

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 employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. 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.

3. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Level One - Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve this matter informally at that level.

5. Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her grievance in writing to the principal within five (5) school days specifying:

- a. The nature of the grievance and the provision or provisions of the Agreement alleged to be violated;
- b. The nature and extent of the loss, injury or detriment;
- c. The results of previous discussion, and;
- d. His/her dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

The principal shall communicate his/her decision to the employee in writing within ten (10) school days of receipt of the written grievance.

6. Level Three - If the grievance is not resolved, the employee may, within five (5) days, appeal his/her grievance in writing to the Board of Education through the Principal/ Superintendent who shall attach all related papers and forward the appeal to the Board. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) school days of receipt of the written grievance. The Board's decision shall be final.

D. Miscellaneous

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

The following payroll deductions will be made by the Board of Education in accordance with existing State Statutes:

1. Association Dues
2. 85% of Association Dues for non-members under the agency shop rules. These monies shall be remitted to the Association Treasurer.
3. Credit Union

ARTICLE III - LEAVE OF ABSENCE

A. Absence for Personal Illness

1. Absence for personal illness shall be allowed and shall include full pay not to exceed twelve days in one year. If fewer than twelve school days of allowed sick leave are taken in any school year, then the number of days not utilized shall be accumulated without limit.
2. Upon retirement, unused sick leave will be reimbursed at a rate of \$35.00/day for each unused sick leave accumulated to the day of retirement. Retirement shall mean a custodian having filed the necessary papers to affect same with the Public Employees Retirement System.

B. Absence for Death in the Immediate Family

1. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother.
2. Two (2) days with full pay shall be allowed in the event of the death of a grandparent and one (1) day with pay shall be allowed in the event of the death of other non-immediate members of the family.

C. Personal Leave

Personal Days will be designated as Personal/Emergency days with emergency days not requiring prior notice. Four (4) such days will be granted per year. Unused personal days will count as accumulated sick leave.

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D. Jury Duty

Employees will be granted time off to serve on Jury Duty without being penalized. They

will receive full pay and time spent on Jury Duty will not be charged against personal leave and will count as time on the job. An employee called for jury duty shall report same to the Superintendent and while on jury duty, will report their schedule for the following days. Any employee excused by the court from jury duty will report for work.

E. Holidays

When holidays fall on Saturday, it will be observed on Friday. Sunday holidays will be observed on Monday.

1. A total of ten (10) holidays will be granted as follows:

A. Each custodian shall receive the following ten (10) holidays with pay:

- | | |
|----------------------|-----------------------------|
| (1) New Years Day | (6) Labor Day |
| (2) Memorial Day | (7) Thanksgiving Day |
| (3) Independence Day | (8) Christmas Day |
| (4) Good Friday | (9) Day after Christmas |
| (5) Christmas Eve | (10) Day after Thanksgiving |

Holidays which fall on weekends can be taken as additional days with prior approval.

2. Holiday Compensation

Holidays worked will be paid at 1 1/2 times the regular rate.

3. In the event of a conflict, the person with seniority will get the first pick.

4. An individual using five (5) days or less of their personal and sick leave during the preceding year July 1 thru June 30 of the next year will receive a bonus of \$250.00.

5. Five vacation days per year may be carried over for retirement purposes and charged to the accumulated leave total on July 1st of each year.

ARTICLE IV - FRINGE BENEFITS

A. The Board of Education will provide the same Health Benefits for the employees covered under this agreement as is provided for all full time employees of the Wallkill Valley Board of Education.

B. Uniforms

1. Either four (4) uniforms, or a uniform service, will be provided to each custodian per year. This decision is to be made by the Board of Education.

2. Work shoes, with a safety toe, will be reimbursed at a rate not to exceed \$150.00/pair. A second pair of shoes will be authorized upon approval of the Supervisor of Building and Grounds.

3. T-shirts will be provided in the summer.

4. Foul weather gear will be provided for outside assignments to include extra sets for temporary outside assignments. Supervisor of Buildings and Grounds will be responsible for administration and management of foul weather gear requirements.

5. Each employee shall be provided one set of coveralls.

ARTICLE V - INSURANCE

A. Present health care benefits shall be continued during the term of this Agreement for all employees hired prior to July 2, 2002 except as specifically modified in other parts of this Article. Employees hired for employment subsequent to September 1, 2002, shall enjoy the same benefits and options as other employees except for the limiting language of Paragraph G below.

B. Dental Plan - The Board will pay the premiums covering full family dental insurance at the rate currently in existence. The Board's contribution per employee and family shall remain at the present premium cost for the duration of the Agreement.

C. Prescription Plan

1. The Board will provide 100% payment of premiums for employee and dependent coverage (family plan) for the duration of this Agreement.

2. The Prescription Plan shall be one which requires the employee to contribute a co-pay as follows:

Name Brand: \$20.00

Generic

5.00

Mail Order

No Charge

D. Optical Plan - The Board shall pay the premium for an optical plan for employee and family coverage.

E. Retirees shall be allowed to purchase, through the Board of Education, at the group rate, at no cost to the Board, all or any insurance offered above.

F. No later than September 1 of each school year, each employee shall have the option of informing the Superintendent of Schools, in writing, that he/she does not wish to be covered by any or all of the Board of Education's Health Insurance Benefits. That

employee shall be entitled to receive 50% of the cost of the premium of the particular plan for which the employee was eligible. Payment shall be made in equal monthly payments over the school year. The employee shall have the right to have these monies deposited directly into a Tax Shelter Annuity or added directly to the periodic paycheck on a monthly basis, September through June. Employees have the option of acquiring full coverage at the conclusion of each school year if they so choose. Without notice prior to September 1, choice of coverage from the preceding year shall remain in effect.

Employees and their eligible dependents can re-enroll in any plan which they had previously waived, without a waiting period and without limitations for pre-existing conditions. Re-enrollment can occur each July 1 for any reason, or at any other date in response to a "life event" as defined in COBRA and ERISA statutory and regulatory language. Such "life events" include: death or disability of the employee's spouse; loss of spouse's employment; involuntary reduction in spouse's work hours resulting in loss of benefits; divorce or legal separation; or activation to full time military status. Re-enrollment may also occur when there has been an involuntary diminution in a spouse's coverage.

- G. New employees hired to begin in the 2002-03 school year, and thereafter, shall only be eligible for Point of Service (POS) Medical Coverage in the category of eligibility for which the employee qualifies (Family, Single, Parent). After three years of employment all such employees shall be eligible for the same Health Care Benefits as pre 2002-03 school year employees.

ARTICLE VI - PROFESSIONAL BUSINESS

Custodians will be reimbursed upon the successful completion of courses approved by the Board of Education.

ARTICLE VII- VACATIONS

- A. All full-time employees shall receive the following vacation:

after 6 months	5 days
after 1 year	10 days
after 5 years	15 days

after 10 years of service and beginning in the eleventh year, add one additional vacation day for each additional year of service up to a maximum of twenty days.

- B. Flexibility in scheduling vacations will be available with Superintendent's approval. No more than three (3) individuals will be permitted vacations at any time. Seniority will be used to allocate vacation periods when conflicts arise.

C. Holidays during vacation time to be rescheduled.

D. Paychecks due during vacation to be paid before vacation begins, upon request.

E. Employees will be allowed to carry 3 days vacation into the following year not to exceed the number of days in Paragraph A plus the 3 days.

ARTICLE VIII - SALARIES

A. Salaries are as per Salary Schedule attached.

ARTICLE IX - WORK SCHEDULE

A. The work day shall be 8 hours including a half hour lunch. A work week shall be 5 work days.

B. "Custodial employees of record as of 1 July 1989 will be on a Monday through Friday shift except those employees may volunteer for a Tuesday through Saturday shift. Employees hired after 1 July 1989 may be hired for Tuesday through Saturday shift, that this is expressly understood at time of hiring and there is a signed agreement to that effect with a copy of the signed agreement to be provided the Supervisor, employee and the association. It is understood that the Supervisor may request volunteers for Tuesday through Saturday shift and employees may request this shift. Written agreement will be made. A Tuesday through Saturday shift will apply only for 10 months or school calendar, whichever is less."

C. Fifteen days advance notice of work schedule changes will be provided to the employees if and whenever possible.

D. Any employee recalled to work shall be recalled for a minimum period of two hours at the prevailing rate of pay.

E. During vacations such as Christmas, Winter, Spring and Summer, there will be only a third shift if it is determined to be necessary because of unusual and essential circumstances. When third shift is not deemed necessary, third shift employees will move to second shift and second shift, if they desire to do so, will move to first shift. This assumes that work needed to be done can be done by such rotation. If not, the regular shifts will be kept in tact.

F. All efforts should be made to have at least two people on Third Shift. If it is known that one person may be absent, arrangements, if possible, should be made to have the Third Shift person work the Second Shift.

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G. The normal shift shall be 7 AM to 3PM, 3 PM to 11 PM, and 11 PM to 7 AM except that shifts may be adjusted to accommodate unusual circumstances, special conditions, or weather considerations through the use of comp time.* Additionally, coverage shall be maintained throughout the work day and any instructions regarding continuation of service will

be transmitted between crews and shifts.

*Comp time is understood to be 1 hour off for each hour worked.

H. Overtime will be offered both orally and using a sign-up sheet. One weeks notice will normally be provided. Longevity will be considered in making overtime assignments. The Board reserves the right of assignment to assure coverage to meet needs.

ARTICLE X - SNOW DAY

When school is closed due to inclement weather, the third shift will be brought in on the second shift.

ARTICLE XI- MISCELLANEOUS

The Board agrees to post all openings on the Association Bulletin Board.

ARTICLE XII - BLACK SEAL LICENSE

All full time custodians must complete requirements and obtain a Black Seal License within 12 months of employment date.

A one time fee of \$100.00 will be paid to each person upon receiving a Black Seal License. This will also be given to those who have received the Black Seal prior to this agreement.

ARTICLE XIII - DURATION

This agreement shall be effective July 1, 2009 to June 30, 2012.

<u>Step</u>	<u>2009-10</u>	<u>Salary</u> <u>2010-11</u>	<u>2011-12</u>
1	26,411	27,411	28,411
2	27,748	28,700	29,682
3	29,084	29,988	30,952
4	30,421	31,277	32,223
5	31,758	32,565	33,494
6	33,094	33,854	34,764
7	34,431	35,142	36,035
8	36,066	36,431	37,305
9	37,701	38,080	38,576
10	39,336	39,729	40,276
11	40,971	41,378	41,976
12	42,606	43,027	43,676
13	44,241	44,676	45,375
14	50,110	46,325	47,075
15	56,337	51,894	48,775
16		58,087	53,793
17			59,837

Differentials: Added to Base Salary as applicable

<u>A. Night Differentials</u>	<u>2009 thru 2012</u>		
3-11 Shift	\$	600	
11-7 Shift		750	
<u>B. Longevity</u>			
5-9 years		450	500 550
10-14 years		500	550 600
15-19 years		600	650 700
20-24 years		700	750 800
25 years and over		800	850 900

This sum to be paid on the anniversary date of employment

C. Night Foreman	2,200
D. Mechanic	1,700

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E. Time in Service Advancement

1. Employees will move one step per year on the salary schedule based upon satisfactory services.

F. Miscellaneous:

1. Overtime for over 40 hours per week shall be at the rate of time and one half (1 1/2 times regular rate). Compensatory time can be granted by mutual agreement.

2. Sundays will be paid at 1 1/2 times regular rate.

3. Overtime pay will be included in the next regular paycheck if and whenever possible.

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RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof do ratify, acknowledge and agree that this Agreement dated July 1, 2009 Shall constitute the agreement between the Association and the Board pursuant to Chapter 123, Public Laws of 1974, as amended, until further modified in accordance

with the provisions thereof.

DATED: July 1, 2009

WALLKILL VALLEY REGIONAL HIGH SCHOOL
CUSTODIAL ASSOCIATION

BY _____
Donald Hooey, President

ATTEST:

BOARD OF EDUCATION
WALLKILL VALLEY REGIONAL HIGH SCHOOL

Elizabeth Flatt,
Board Secretary

BY _____
Robert Carlson, President

AGREEMENT

between the

**WALLKILL VALLEY REGIONAL
HIGH SCHOOL
BOARD OF EDUCATION**

and

**WALLKILL VALLEY
CUSTODIAL'S ASSOCIATION**

Covering the Period

JULY 1, 2009

To

JUNE 30, 2012

Addendum
May 22, 2007

WHEREAS, the School Board of Wallkill Valley Regional High School (the “Board”) intends to make non-salary reduction contributions on behalf of certain classes of employees;

WHEREAS, the Board will not permit any *individual* employee to have an option of receiving the equivalent amounts as compensation;

WHEREAS, the Economic Growth and Tax Relief Reconciliation Act of 2001 (“EGTRRA”) amended Section 403(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) to permit employers to make non-elective contributions to 403(b) programs for employees of the District, and

WHEREAS, the District wishes to make such contributions permitted under Sections 403 (b)(3) and Section 415(c)(1) of the Code for certain employees,

NOW, THEREFORE, IT IS RESOLVED, that the Board hereby authorizes and directs that the District institute and implement a policy(s) to make non-elective employer contributions into 403(b) contracts for each eligible individual as defined in the policy(s), provided that such contributions shall not exceed the limits of Section 415(c)(1) of the Code and shall not continue beyond the five (5) year period after the year of separation of employment authorized under Section 403(b)(3) of the Code.

FURTHER RESOLVED that the proper employees of the Board be and they are hereby authorized and directed to take any and all actions necessary or desirable to implement the resolutions as set forth herein.