

**AN AGREEMENT BETWEEN THE
BUTLER BOARD OF EDUCATION
AND
THE BUTLER CUSTODIAL AND MAINTENANCE ASSOCIATION
2005 – 2008**

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE I - RECOGNITION	3
ARTICLE II - SUCCESSOR AGREEMENT.....	3
ARTICLE III - GRIEVANCE PROCEDURE.....	3
ARTICLE IV - VACANCIES AND PROMOTIONAL OPPORTUNITIES	4
ARTICLE V - HOLIDAYS.....	5
ARTICLE VI - SALARY GUIDES.....	5
ARTICLE VII - CLOTHING ALLOWANCE	6
ARTICLE VIII - PERSONAL LEAVE OF ABSENCE.....	7
ARTICLE IX - VACATION SCHEDULE.....	8
ARTICLE X - LONGEVITY	9
ARTICLE XI - SPECIAL LICENSES	9
ARTICLE XII - HEAD BUILDING CUSTODIAN/MAINTENANCE SUPERVISOR	10
ARTICLE XIII - SUBSTITUTE HEAD BUILDING CUSTODIAN/MAINTENANCE SUPERVISOR.....	10
ARTICLE XIV - INSURANCE COVERAGE.....	10
ARTICLE XV - UNUSED SICK DAYS	11
ARTICLE XVI - WORK RULES.....	12
ARTICLE XVII - REPRESENTATION FEE AGREEMENT	13
ARTICLE XVIII - DURATION OF CONTRACT	13

THIS AGREEMENT, made and entered into on this 28th day of November, 2005,
**BY AND BETWEEN, THE BOARD OF EDUCATION OF THE BOROUGH OF
BUTLER, IN THE COUNTY OF MORRIS NEW JERSEY, hereinafter referred to as the
“BOARD”,
AND, THE BUTLER CUSTODIAL AND MAINTENANCE ASSOCIATION, hereinafter
referred to as the “ASSOCIATION”.**

ARTICLE I - RECOGNITION

The Board of Education of the Borough of Butler recognizes the Butler Custodial and Maintenance Association as the exclusive bargaining agent for all custodial and maintenance employees of the Butler Public School System, including the following positions:

Head Custodian	Maintenance
Custodian	

ARTICLE II – SUCCESSOR AGREEMENT

- A. The Association and the Butler Board of Education agree to commence negotiations for a successor agreement no later than December 31 of the year prior to the year in which the Agreement expires.
- B. All bargaining proposals of both parties will be exchanged at the first bargaining session.
- C. The scattergram data and base salaries should be based on those employees as of the 15th of October of the last year of the present contract.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definitions
 - 1. A “grievance” is a claim based upon an event or condition, which affects the welfare or working conditions of an employee or group of employees and/or the interpretation or meaning of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
 - 2. An “aggrieved” person is the person or persons making the claim.
 - 3. 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 might be taken in order to resolve the claim.
- B. Purpose
 - 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to proceed independently of this grievance procedure.

C. Procedure Steps

1. Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his complaint in writing to the supervisor. The supervisor shall communicate his decision to the employee in writing within three (3) working days of receipt of the written complaint.
3. The employee may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties and, upon request, with the employee or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing, along with the supporting reasons, to the employee and supervisor.
4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, may hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.
5. Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall, at the request of the Association, be submitted to advisory arbitration agreeable to all parties.

**ARTICLE IV -
VACANCIES AND PROMOTIONAL OPORTUNITIES**

- A. All vacancies and promotional opportunities and newly created positions shall be posted within the district, thus providing district employees with adequate opportunity to apply for such employment.
- B. Said postings shall include the position title, application procedures, and deadline for application.
- C. Said posting shall be distributed to each Head Building Custodian (who shall place said postings on the appropriate bulletin boards), the maintenance supervisor, and association president.

- D. No permanent position shall be filled until such postings have been made and all qualified applicants have been considered.

**ARTICLE V -
HOLIDAYS**

Paid holidays shall be as follows:

- | | |
|---------------------------|-------------------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Friday after Thanksgiving |
| 4. Memorial Day | 11. Christmas Eve Day |
| 5. Fourth of July | 12. Christmas Day |
| 6. Labor Day | 13. New Year's Eve Day |
| 7. Columbus Day | |

Two (2) other days to be mutually agreed upon.

If any of the above holidays should fall on a Saturday or Sunday, or a day school is in session, both parties agree that a mutually acceptable day will be substituted.

**ARTICLE VI -
SALARY GUIDES
Custodians Salary Guide**

STEPS	2005-2006	2006-2007	2007-2008
1	28,755	29,615	30,485
2	29,555	30,415	31,285
3	30,399	31,259	32,129
4	30,992	31,852	32,722
5	31,792	32,652	33,522
6	32,692	33,552	34,422
7	33,542	34,402	35,272
8	34,392	35,252	36,122
9	35,930	36,790	37,660
10	37,230	38,090	38,960
11	38,766	39,626	40,496
12	40,717	41,577	42,447

Maintenance Salary Guide

STEPS	2005-2006	2006-2007	2007-2008
1	33,993	35,268	36,583
2	35,383	36,658	37,973
3	36,773	38,048	39,363
4	38,163	39,438	40,753
5	39,553	40,828	42,143
6	40,943	42,218	43,533
7	42,333	43,608	44,923
8	43,723	44,998	46,313
9	45,113	46,388	47,703
10	46,503	47,773	49,093

ARTICLE VII - CLOTHING ALLOWANCE

- A. The Board agrees that each custodian shall receive two hundred dollars (\$200) and each maintenance employee shall receive two hundred twenty-five dollars (\$225) for an annual clothing allowance. Each custodian and maintenance employee shall receive seventy five dollars (\$75) for an annual shoe allowance. Shoe and clothing allowances shall be combined. Receipts must be provided including proof that shoes are work or safety shoes. Sneakers and athletic shoes are excluded from reimbursement. All allowances must be spent by November 1st. A special provision shall be made for new hires. Foul weather gear shall be purchased for maintenance personnel, as needed, with ownership remaining with the Board.
- B. Employees shall wear their uniforms whenever the employee is on duty. Failure to report for duty in a clean, serviceable uniform shall cause the employee to be temporarily removed from the job. The employee shall be given one hour to report back to work in a proper uniform and shall make up the one hour work time. On the second occasion, the employee reports to work without the proper uniform, the employee shall be given one hour to report back to work in a proper uniform. The employee shall be docked one hour's pay and shall make up the one hour work time.
- C. The selections of uniforms shall be mutually agreed upon between the Board of Education and the Association.

**ARTICLE VIII -
PERSONAL LEAVE OF ABSENCE**

A. Sick Leave

1. Employees shall have twelve (12) days sick leave per year, cumulative without limit, as specified in Title 18A. Employees initially hired after the first month of the work year shall be granted one (1) day of sick leave per month remaining in the work year. All sick leave shall be credited to the employees as of the first day of employment.
2. Employees shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
3. A physician's certificate may be required for any employee for an illness following the third day, or at any time the Superintendent is not satisfied with the attendance of an employee.

B. Child Care

1. A leave of absence without pay for the birth or adoption of a child will be granted to any tenured unit member in good standing.
2. The maximum period of time for any childcare leave shall be no longer than one year from the next September 1st.
3. Terms of the State Family Leave Act and the Federal Family and Medical Leave Act shall apply.

C. Military

1. Any employee who is drafted into the defense forces of the United States shall receive leave without pay.
2. State and Federal laws shall be applied concerning reinstatement and accrued benefits of a unit member in his position.
3. Unit members serving their country in the National Guard, or other part-time service of their country, shall be granted up to two (2) weeks with pay, less military pay annually, while undergoing military training.

D. Death

1. An employee may be absent from school without loss of pay for the days school is in session during a seven (7) calendar day period immediately following the death of a member of the immediate family (mother, father, child, grandchild, sister, brother,

husband, wife, or any other member of the household living with the employee as a permanent member of the home.)

2. Absence without loss of pay for one (1) day is allowed for death of a relative outside of the immediate family or of a close friend.
3. An employee may be absent from school without loss of pay for the days school is in session during a three (3) calendar day period immediately following the death of any of the following present: mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent and spouse's grandparent.

E. Personal

1. Unit members will be allowed three (3) days per year without loss in pay for personal business which cannot be handled outside of school hours, and shall not be required to state the reason for taking these days other than that he is taking them under this section. Three (3) days prior written request or notice is required.
2. Unused personal days shall be added to accumulated sick leave days.

F. Jury Duty

1. If an employee is called for jury duty and is placed and serves on the jury for one day, the employee will not be required to report for work within that day or evening, without loss of pay. Any compensation received by the employee for jury duty will be paid to the Board.

**ARTICLE IX -
VACATION SCHEDULE**

- A. Employees with less than one (1) year of service shall be granted vacation time pro-rated on the basis of the number of months employed.
Example: 6 months = 1 week vacation
- B. A two (2) week (10 days) vacation shall be granted to employees after one (1) year of service.
- C. After six (6) years of services, employees shall be granted eleven (11) days vacation.
- D. After seven (7) years of services, employees shall be granted twelve (12) days vacation.
- E. After nine (9) years of services, employees shall be granted thirteen (13) days vacation.
- F. After ten (10) years of services, employees shall be granted three (3) weeks vacation (15 days).
- G. After fifteen (15) years of services, employees shall be granted four (4) weeks vacation (20 days).
- H. Vacation Hold Over – Employees may carry up to one week's vacation, which must be used during the following contract year.

**ARTICLE X -
LONGEVITY**

The following Longevity Payment Policy shall apply to all Custodial and Maintenance personnel for service in the Butler Public Schools. The numbers shown below are not accumulative.

	2005-2006	2006-2007	2007-2008
15 years	602	702	802
20 years	1,129	1,229	1,329
25 years	1,731	1,831	1,931
30 years	2,408	2,508	2,608
35 years	3,162	3,262	3,362
40 years	3,990	4,090	4,190
45 years	4,894	4,994	5,094

**ARTICLE XI -
SPECIAL LICENSES**

A. Custodial and maintenance personnel shall receive annual salary adjustments for holding one or more of the following job related licenses, subject to the approval of the Superintendent or Assistant Superintendent.

	2005-2006	2006-2007	2007-2008
BOILER	850	900	950
PESTICIDE	525	575	625
ASBESTOS	525	575	625

B. When an employee is required or permitted to attend a training course, the employee will be granted time off with pay if the course is conducted during the employee's regular work hours. The employee may be required to make up the time. The Board will pay the cost of the training course provided the employee satisfactorily completes the course and/or obtains the desired license.

C. New custodial and maintenance personnel are required to obtain a boiler operator's license within the first two years of employment or they may be terminated.

**ARTICLE XII -
HEAD BUILDING CUSTODIAL/MAINTENANCE SUPERVISOR**

The Maintenance Supervisor and Head Building Custodians shall receive an annual stipend of:

2005-2006	\$1,300
2006-2007	\$1,450
2007-2008	\$1,600

A night lead man at Butler High School shall be compensated at an annual stipend rate of fifty percent (50%) rate of the Head Building Custodian.

**ARTICLE XIII -
SUBSTITUTE HEAD BUILDING CUSTODIAN/MAINTENANCE SUPERVISOR**

An employee assigned the responsibility, as substitute Head Building Custodian/Maintenance Supervisor shall be paid the Head Building Custodian/Maintenance Supervisor's differential on a per diem basis after twenty (20) consecutive workdays.

**ARTICLE XIV -
INSURANCE COVERAGE**

A. Health Benefits

1. The Board shall pay full premium for healthcare insurance coverage for all eligible employees covered by this agreement and his/her eligible dependents. Employees shall be eligible to enroll only in the Blue Card PPO or Horizon HMO program at the employee's option. Employees may purchase coverage in a traditional indemnity insurance program by contributing the difference between the cost of the Blue Card PPO program and the cost of the traditional indemnity program.
2. Effective 7/1/03, the office copay for Blue Card PPO shall increase from \$5.00 to \$10.00 .
3. Insurance carrier shall be selected by the Board of Education.

B. Dual Benefit Coverage

An employee who can provide proof of other benefit coverage may elect the option to discontinue their benefit coverage provided by the Butler Board of Education and receive a payment reimbursement as listed:

Medical	\$2,000.00
Prescription	600.00
Dental	180.00

The reimbursements shall be payable in two payments, one in December and one in June (covered by Section 125 Premium waiver Plan). This option is only available to the first 10 percent of the district employees who elect this option.

An employee who has waived coverage, but later loses coverage under his/her alternate insurance plan, may resume coverage under the Board's plan, subject to the rules and regulations of the insurance carrier and the Board's 125 plan.

If coverage is discontinued or re-established for a partial year, the payment will be prorated.

C. Prescription Insurance

Effective on the first of the month after ratification by both sides, prescription co-pays shall be increased to \$20.00 name brand, \$10.00 generic, \$5.00 mail-in. The prescription drug service/carrier shall be selected solely by the Board.

D. Dental Insurance

To remain the same.

ARTICLE XXIV - UNUSED SICK DAYS

A. Each unit member who retires, after completion of fifteen (15) or more years of service in the Butler Public Schools, shall be reimbursed for unused sick days at the following rate:

1. One (1) day's pay for each five (5) unused sick days up to 100 days.
2. One (1) day's pay for each four (4) unused sick days between 101 and 300 days.
3. One (1) day's pay for each three (3) unused sick days from 301 to infinity.

B. A day's pay shall be 1/240 of the contractual salary of a unit member employed on a twelve (12) month contract, for the year prior to retirement.

C. The unit member shall provide the Board of Education with a written notice of intention to retire at least twelve (12) months prior to the intended date of retirement.

ARTICLE XVI - WORK RULES

A. Call in Time

Custodial and maintenance personnel will be paid a minimum of two (2) hours for Call-In-Time.

B. Overtime

1. All work performed on Saturdays shall be compensated at one and one-half times the employee's regular hourly rate provided the employee has been paid for forty (40) hours during the week.
2. Employees assigned to a Tuesday through Saturday work week will be paid one and one-half times the employee's regular hourly rate for the Saturday work provided the employee has been paid for thirty-two (32) hours prior to Saturday.
3. All work performed on Sundays and holidays shall be compensated at double times the employee's regular hourly rate provided the employee has been paid for forty (40) hours during the week.
4. For special group events, overtime will be scheduled as follows:
 - a. Unlock the facility fifteen (15) minutes before scheduled entry time.
 - b. Clean-up after the event – Bathrooms and floors are to be cleaned and garbage is to be collected and disposed of at the end of each event. Along with the usual times written on the front of the timesheet, the employee is to note on the back of the timesheet the amount of clean-up time and reasons for the time allotment. Administration will grant a "reasonable amount of time" for clean up. Overtime is to reflect time actually worked.

C. Lay-Offs

1. Lay-offs shall be based on seniority within the job classification. The job classifications are custodian, custodian with boiler license, and maintenance. When an employee changes job classifications he/she will continue to accrue seniority in the former classification(s).
2. The last employee hired in a classification will be the first to be laid off. An employee who is to be laid off in one classification may bump an employee with less seniority in his/her former classification. Recall will be in the inverse order of lay-off with the most recently laid-off employee recalled first. Notice of recall will be made by certified mail with return receipt to the employee's last known address. The employee will have three (3) days from the date of receipt of the recall notice to

return to work. Employee names will be maintained on the recall roster for one year from the date of lay-off.

ARTICLE XVII - REPRESENTATION FEE AGREEMENT

- A. The parties to this agreement hereby adopt in full Chapter 477 P.L. 1979.
- B. Said adoption pertains solely to the unit represented by the Butler Custodial and Maintenance Association. The Board agrees to implement payroll deductions as is presently operative in the District and will include the collection and transmittal of this fee pursuant to the present procedure.
- C. The Association will calculate the representation fee annually based on the Association's actual expenditures for collective bargaining in the prior year. Said fee can be no more than 85% of regular dues. This is per the provisions of NJSA 34:13A-5.4. The Association agrees to notify the Board of the amount of the Representation Fee to be collected for each listed non-member of the Association. Eligible non-members shall have the right to appeal the amount of the fee to the BCMA within 10 days of official notification by the BCMA of said charge. The Board shall be held harmless in any law-suits arising from the representation fee.
- D. The provision for collection and transmittal of this fee shall be governed by Chapter 2-3, P.L. 1969 (N.J.S. 52:14-5.9E). Board compliance with this procedure shall release the Board from any further liabilities and the Board shall not be a party to any litigation resulting from individual challenge to this agreement.
- E. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.
- F. The Association will establish a Demand and Return System that will provide non-members with a process by which to appeal the amount of the representation fee.

ARTICLE XVIII - DURATION OF CONTRACT

The duration of the Contract shall be from July 1, 2005 to June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

BUTLER CUSTODIAL AND MAINTENANCE ASSOCIATION

President

Secretary

BUTLER BOARD OF EDUCATION

President

Secretary