

Contract no 1440

February 26, 1992

AN AGREEMENT WITH  
THE BUTLER BOARD OF EDUCATION  
AND  
THE BUTLER CUSTODIAL & MAINTENANCE ASSOCIATION  
1990 - 1993

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THIS AGREEMENT, made and entered into on this 29th day of April, 1991,  
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 & MAINTENANCE ASSOCIATION,  
hereinafter referred to as the "ASSOCIATION."

ARTICLE I  
RECOGNITION

The Board of Education of the Borough of Butler recognizes the Butler Custodial & 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      | Small Vehicle Driver |

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.

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 the procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept 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 committee thereof, shall review the grievance, 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 OPPORTUNITIES

- 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 postings shall be distributed to each Head Building Custodian (who shall place said postings on the appropriate bulletin boards) 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 | 7. Veterans' Day             |
| 2. Good Friday    | 8. Thanksgiving Day          |
| 3. Memorial Day   | 9. Friday after Thanksgiving |
| 4. Fourth of July | 10. Christmas Eve Day        |
| 5. Labor Day      | 11. Christmas Day            |
| 6. Columbus Day   | 12. New Year's Eve Day       |

Two 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

CUSTODIAN

| <u>Step</u> | <u>1990 - 1991</u> | <u>1991 - 1992</u> | <u>1992 - 1993</u> |
|-------------|--------------------|--------------------|--------------------|
| 1           | 18,687             | 20,059             | 21,335             |
| 2           | 19,287             | 20,559             | 21,935             |
| 3           | 19,887             | 21,159             | 22,535             |
| 4           | 20,487             | 21,759             | 23,135             |
| 5           | 21,087             | 22,359             | 23,735             |
| 6           | 21,787             | 22,959             | 24,335             |
| 7           | 22,487             | 23,659             | 24,935             |
| 8           | 23,187             | 24,359             | 25,635             |
| 9           | 23,887             | 25,059             | 26,335             |
| 10          | 24,587             | 25,759             | 27,035             |
| 11          | 25,587             | 26,459             | 27,735             |
| 12          | 26,712             | 27,459             | 28,435             |
| 13          |                    | 28,584             | 29,435             |
| 14          |                    |                    | 30,560             |

SALARY GUIDES

MAINTENANCE

| <u>Step</u> | <u>1990 - 1991</u> | <u>1991 - 1992</u> | <u>1992 - 1993</u> |
|-------------|--------------------|--------------------|--------------------|
| 4           | 22,827             | 23,199             | 24,375             |
| 5           | 23,327             | 24,699             | 24,975             |
| 6           | 23,927             | 25,199             | 26,575             |
| 7           | 24,627             | 25,849             | 27,175             |
| 8           | 25,277             | 26,499             | 27,825             |
| 9           | 26,027             | 27,149             | 28,475             |
| 10          | 26,777             | 27,899             | 29,125             |
| 11          | 27,527             | 28,649             | 29,875             |
| 12          | 28,942             | 29,399             | 30,625             |
| 13          |                    | 30,814             | 31,375             |
| 14          |                    |                    | 32,790             |



SALARY GUIDES

SMALL VEHICLE (VAN) DRIVER

| <u>Step</u> | <u>1990 - 1991</u> | <u>1991 - 1992</u> | <u>1992 - 1993</u> |
|-------------|--------------------|--------------------|--------------------|
| 1           | \$ 8.96            | \$ 9.56            | \$ 10.21           |
| 2           | 9.26               | 9.86               | 10.51              |
| 3           | 9.56               | 10.16              | 10.81              |
| 4           | 9.86               | 10.46              | 11.11              |
| 5           | 10.16              | 10.76              | 11.41              |
| 6           | 10.46              | 11.06              | 11.71              |
| 7           | 10.82              | 11.36              | 12.01              |
| 8           | 11.05              | 11.72              | 12.31              |
| 9           | 11.44              | 11.95              | 12.67              |
| 10          | 11.83              | 12.34              | 12.90              |
| 11          | -                  | 12.73              | 13.29              |
| 12          | -                  | -                  | 13.68              |

## ARTICLE VII

### CLOTHING ALLOWANCE

The Board of Education agrees that each custodian, and small vehicle driver shall receive two hundred (\$200) dollars annual clothing allowance, and each maintenance employee shall receive two hundred twenty-five (\$225) for annual clothing allowance. Foul weather gear shall be purchased for maintenance personnel, as needed, with ownership remaining with the Board.

## 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. Those employed for ten (10) months shall have ten (10) sick days. Employees initially hired after the first month of their work year shall be granted one (1) day of sick leave per month remaining in the work year. All sick leave days 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 doctor'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 for any tenured unit member and may be granted any non-tenured unit member in good standing.
2. The maximum period of time for any child care leave shall be no longer than one year from the next September 1st.

#### C. Military

1. Any employee who is drafted into the defense forces of the United States shall receive leave without pay.

State and Federal laws shall be applied concerning reinstatement and accrued benefits of an employee in his position.

2. Unit members serving their country in the National Guard, or other part time service of their country, shall be granted up to two 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 unit member as a permanent member of the home).
2. Absence without loss of pay for one 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).

E. Personal

1. Employees will be allowed one (1) day per year without loss in pay for personal business which cannot be handled outside of school hours, such as court subpoena, title closing, marriage of a family member, and emergencies, if approved by the Superintendent.
2. Employees will be allowed one (1) day per year without loss of pay for personal business which cannot be handled outside of school hours, and shall not be required to state the reason for taking this day other than that he is taking it under this section. Three (3) days prior written request or notice is required in above paragraphs.
3. Unused personal days shall be added to accumulated sick leave days.

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 employees after one (1) year of service.
- C. After six (6) years of service, employees shall be granted eleven (11) days vacation.
- D. After seven (7) years of service, employees shall be granted twelve (12) days vacation.
- E. After ten (10) years of service, employees shall be granted three (3) weeks vacation (15 days).
- F. After fifteen (15) years of service, employees shall be granted four (4) weeks vacation (20 days).

ARTICLE X

LONGEVITY

The following Longevity Payment Policy shall apply to all Custodial and Maintenance personnel for service in the Butler Public Schools.

|          |        |
|----------|--------|
| 15 years | \$ 452 |
| 20 years | 979    |
| 25 years | 1,581  |
| 30 years | 2,258  |
| 35 years | 3,012  |
| 40 years | 3,840  |
| 45 years | 4,744  |

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.

|                                | <u>1990/91</u> | <u>1991-92</u> | <u>1992/93</u> |
|--------------------------------|----------------|----------------|----------------|
| Boiler Operator's License      | \$450          | \$475          | \$500          |
| Small Vehicle Driver's License | 300            | 300            | 400            |
| Spraying Operator/Applicator   | 100            | 100            | 175            |
| Asbestos                       | 125            | 150            | 175            |

- 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.

ARTICLE XII

HEAD BUILDING CUSTODIAN/MAINTENANCE SUPERVISOR

The Maintenance Supervisor and Head Building Custodians shall receive an annual stipend of \$650.

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 work days.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board shall continue to provide insurance coverage equal to or better than the current plans described below, with no cost to the employee:
1. Medical/Surgical and Major Medical coverage under the N.J. State Health Benefits Plan.
  2. Dental Insurance under N.J. Dental Service Plan.
  3. Prescription Insurance with a one (\$1.00) dollar co-pay under Great-West Life. Effective July 1, 1991, the co-pay shall increase to five dollars (\$5.00).
- B. Coverage shall be provided for each eligible employee and dependents.

ARTICLE XV

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 one hundred (100) days
  2. one (1) day's pay for each four (4) unused sick days between one hundred-one (101) and three hundred (300) days
  3. one (1) day's pay for each three (3) unused sick days from three hundred-one (301) to infinity.
- B. A day's pay shall be 1/200 of the contractual salary of a unit member employed on a ten (10) month contract, or 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

CALL-IN-TIME

Custodial and maintenance personnel will be paid a minimum of two (2) hours for Call-In-Time. The employee shall have the option of working four (4) hours.

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 deduction 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 agrees to notify the Board of the amount of the Representation Fee to be collected for each listed non-member of the Association. Said fee shall be no more than the maximum permitted by law.
- D. The provisions 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.

ARTICLE XVIII

DURATION OF CONTRACT

The duration of this Contract shall be from July 1, 1990 to June 30, 1993.

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

BUTLER CUSTODIAL AND  
MAINTENANCE ASSOCIATION

By Robert Hudson  
Robert Hudson  
President

By Abraham L. Mendel  
Abraham Mendel  
Secretary

BUTLER BOARD OF EDUCATION

By George J. Baskinger  
George J. Baskinger  
President

By Annette Bunting  
Annette Bunting  
Secretary