

**AN AGREEMENT BETWEEN THE  
BUTLER BOARD OF EDUCATION  
AND  
THE BUTLER CUSTODIAL AND MAINTENANCE ASSOCIATION  
2014 – 2017**

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**THIS AGREEMENT,**

made and entered into on this 23<sup>rd</sup> day of June, 2014,

**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 15<sup>th</sup> 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 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 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           |                               |

Three (3) 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	2014-2015	2015-2016	2016-2017
1	35,877	35,877	35,877
2	36,337	36,386	36,512
3	37,329	36,896	37,147
4	38,321	37,954	37,782
5	39,315	39,013	38,866
6	40,235	40,072	39,950
7	41,154	41,009	41,034
8	42,708	41,946	41,994
9	44,262	43,951	42,953
10	45,816	45,956	45,691
11	47,370	47,961	48,429
12	48,926	49,968	51,167

**Maintenance Salary Guide**

STEPS	2014-2015	2015-2016	2016-2017
1	44,506	44,506	44,506
2	45,725	45,652	45,659
3	46,944	46,798	46,812
4	48,165	47,944	47,965
5	49,800	49,093	49,118
6	51,435	51,108	50,271
7	53,070	53,123	52,851
8	54,705	55,138	55,431
9	56,340	57,153	58,011
10	57,976	59,172	60,592

## **ARTICLE VII - CLOTHING ALLOWANCE**

- A. The Board agrees that each custodian shall receive two hundred twenty-five dollars (\$225) 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 1<sup>st</sup>. 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. Multiple violations of these provisions may result in written documentation to personnel file and discipline up to but not limited to withholding of increment.
- C. The selections of uniforms shall be mutually agreed upon between the Board of Education and the Association.
- D. Reimbursement for uniforms and shoes shall be made as receipts are submitted.

## **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 30<sup>th</sup> 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 1<sup>st</sup>.
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 five (5) days school is in session during a nine (9) 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 the 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. An employee selected for jury duty shall follow Board Policy.

### **ARTICLE IX - VACATION SCHEDULE**

- A. Employees with less than one (1) year of service shall earn 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 eight (8) years of services, employees shall be granted thirteen (13) days vacation.
- F. After nine (9) years of services, employees shall be granted fourteen (14) days vacation.
- G. After ten (10) years of services, employees shall be granted three (3) weeks vacation (15 days).
- H. After fifteen (15) years of services, employees shall be granted four (4) weeks vacation (20 days).
- I. 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. For employees hired on or after July 1, 2008, longevity shall be based on years of service only in a position covered by this contract. Longevity payments and service time for part-time employees shall be prorated.

	<b>Longevity</b>
15 years	1,543
20 years	2,141
25 years	2,824
30 years	3,259
35 years	4,115
40 years	5,054
45 years	6,080



## ARTICLE XIV - INSURANCE COVERAGE

### A. Health Benefits

1. Eligible employees hired on or after July 1, 2014 may enroll in medical insurance coverage for the employee and dependents through the School Employees Health Benefits Program (SEHBP) by choosing the plan known as Direct 15 or a less expensive plan. Notwithstanding the above, Direct 10 shall be the base plan for eligible employees hired prior to July 1, 2014. Health care coverage shall be subject to the statutory employee contributions. Contributions shall be made through payroll deduction (section 125 Plan shall be available). For all employees hired after June 30, 2014, those employees will be subject to year 4 contributions under P.L. 2011, ch. 78. The insurance carrier shall be selected solely by the Board for the duration of this contract.
2. 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, provided same do not exceed 25% of the premium savings to the Board- as required by law:

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). 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

Prescription co-pays shall be \$25.00 for brand name, \$15.00 for generic, with \$10.00 co-pays for mail-order prescriptions. The prescription drug service/carrier shall be selected solely by the Board. Effective July 1, 2011, prescription coverage shall require mandatory generics if available and approved by the physician.

### D. Dental Insurance

Effective July 1, 2008, dental benefits shall increase from \$1,000 per year to \$2,000.

### E. Part-time Eligibility

Employees must work a regular work week of at least 32 hours to be eligible for insurance under this Article.

## **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 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.

5. Employees hired on or after July 1, 2011 may be assigned to a Tuesday through Saturday shift or a Saturday only shift and shall not receive overtime unless they work more than 40 hours for the week (Monday through Sunday).

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.

D. Except in emergencies, on days when school is closed due to inclement weather, custodial and maintenance employees will be released by the supervisor after a minimum of six (6) work hours and after all assigned work is complete.

E. Smoking on school grounds or in district-owned vehicles is prohibited. Violators are subject to criminal prosecution and/or discipline, up to and including increment withholding and termination.

**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, 2014 to June 30, 2017.

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

Abe Mendel, President  
Ed DeMarchi

Abe Mendel 6/19/14  
Ed DeMarchi 6/19/14

#### BUTLER BOARD OF EDUCATION

Matthew Lee, President  
Barbara Murphy, Secretary  
Mike Puglise

Matthew Lee  
Barbara Murphy 6/20/14  
Mike Puglise