

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NEGOTIATIONS TEAMS OF
THE JACKSON BOARD OF EDUCATION
AND
THE TEAMSTERS LOCAL 97 OF NEW JERSEY
(Drivers & Aides)**

This Agreement is entered into between the above-named negotiations teams as of the 21st of July, 2021. All negotiations items, proposals or demands which are not listed herein are withdrawn. Except as listed herein, the predecessor collective negotiations agreement between the parties shall remain unchanged. Contract language to implement the specific items of this memorandum will, where necessary, be developed by the parties. This memorandum is subject to ratification by the full membership of the Board of Education and the Union as per the parties' rules or by-laws for ratification of such agreements. Both parties agree to recommend ratification of this memorandum to their respective membership.

	Article/Title/Page	Suggested Revisions
1.	Article II: Collective Bargaining Procedure Section C. Page 3	Delete and replace as follows: No later than January 1st of the calendar year preceding the calendar year in which this Agreement expires, in accordance with the rules of PERC, the BOARD and the UNION agree to enter into collective bargaining negotiations on a successor agreement in accordance with Chapter 123, Public Laws, 1974, as may be amended. <u>Negotiations will begin on a mutually agreeable date in the calendar year in which the contract expires.</u>
2.	Article III: Dues Deductions Page 4	Eliminate Article III(B): Dues Deductions, in accordance with United States Supreme Court Decision in <u>Janus v. AFSCME, Council 31</u> .
3.	Article XII: Leaves/Holidays Section A. Personal Days Page 8	Revise: Personal days are defined as those days an employee will be absent during the school year, in which personal matters cannot be taken care of other than on school time (e.g., house closing, driver's license, etc.) All requests for personal days must be submitted to the department supervisor for approval three (3) days in advance <u>through the Absence Management online system</u>. Three (3) days' prior notification to the department supervisor will be waived by the supervisor only in emergency situations, with the approval of the Superintendent's Office or designee. Reasons for emergency absences must be stated. Personal days will not be unreasonably denied. Personal days may be used for Religious days. 1. Subject to approval, employees may use up to three (3) personal days per school year (July 1 to June 30 or September 1 to June 30). 2. Transportation personal days will be granted based on date received. If multiple requests are submitted at the same time, they will be granted in seniority order. 3. Approval/denial of personal day requests will be submitted to the

	Article/Title/Page	Suggested Revisions
		Employee within one (1) workday following receipt of the application. 4. Unused personal days <u>accumulated prior to July 1, 2021 will be</u> may be accumulated without limitation and <u>separated and</u> placed in a bank for future use. <u>These days may be utilized pursuant to the procedure in place for such usage as of that date. All unused personal days accumulated on or after July 1, 2021 may be placed in a separate bank for future use. These days may only be used in the case of a serious illness or injury to the employee or an employee's immediate family member. The use of all banked personal days must be approved by the Superintendent or designee, and documentation may be requested to validate the reason for the absence. Days banked as of June 30, 2021, if any, shall be utilized first when an employee requests the use of banked days, if the days meet the applicable requirements for such usage.</u> 5. All Employees other than Transportation under this contract can only take whole <u>or half</u> day personal days. 6. Ten (10) month Employees hired for summer work shall be permitted to use contractual leave benefits earned for that current school year in which they are working, starting July 1 which were earned during the regular school year during July and August. 7. Personal days may not be taken consecutively without prior approval of the Superintendent and/or designee.
4.	Article XII: Leaves/Holidays Section B. Sick Leave Page 8	1. Employees subject to this agreement shall receive one (1) day per month sick leave which shall accumulate from year to year without limit. 2. Employees who will be absent due to illness or injury must <u>utilize the online Absence Management system to</u> give notice of the absence to a Supervisor <u>at least two hours</u> prior to the start of the Employee's work shift or the Employee will not be paid for the day. <u>In the event that an Employee cannot utilize the online system to record the absence (i.e. emergency, power outage, etc.), the Employee must call their direct Supervisor at least two hours prior to the start of their shift to provide notice of the absence.</u> 3. A physician's certificate documenting illness may be required for three or more consecutive days, or when the sick day is taken immediately before or after a scheduled day off on the Jackson School District calendar. All requests for doctor's notes shall not be arbitrary or capricious in nature. 4. When an employee is sick, the employee must contact their supervisors at least one hour prior to their scheduled start time.
5.	Article XII: Leaves/Holidays Section F. Bereavement.	Add <u>stepchildren/step-parents</u> under immediate family member list.

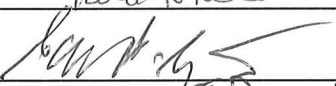
	Article/Title/Page	Suggested Revisions
	Page 9	
6.	Article XIII: Transportation B. Selection of Runs Section 1 Page 11	1. All runs shall be picked in order of seniority and all selections shall remain firm for the entire school year (number of days, as described by student's school year). Absent employee's pick to be made by the Transportation Steward or their union designee with assistance from the Steward of Transportation. Despite the foregoing provision to select runs based on seniority, in the event two or more documented complaints are received indicating that a problem has developed on a Run regarding the transportation of children, the parties will attempt to resolve the issue by a mutually agreeable switch of drivers <u>employees</u>. If such agreement cannot be achieved, the BOARD reserves the right to reassign a driver, without loss of remuneration. Runs will be posted for review at least forty-eight (48) hours prior to date for selecting runs. The date for selecting Runs is to be during the second week of August. Pick sheets will indicate the estimated mileage of all runs.
7.	Article XVI: Posting Procedures A. Section 3 and 5 Page 15	Remove first paragraph of section 3 and paragraph 5: 3. When any position becomes available, preference in filling such vacancy will be given to senior regular permanent Employees who bid for the open position and are qualified for such position consistent with controlling decisional law. As it is in the best interest of both parties to provide promotional opportunities to present employees, qualified internal candidates will be given preference when interviewing <u>for internal positions</u>. The decision as to whom the most qualified candidate is will be at the sole discretion of the district. If an external candidate is offered any position instead of an internal candidate, the internal candidate may request a written explanation from management as to why they are not as qualified and what they can do to improve their performance to become a better candidate. 5. If regular Employees respond to posting, said position will be filled in accordance with Section A.3 above.
8.	Article XVII: Uniforms/Tools B. Tuition Reimbursement Section 5 Page 16	5. The Board shall set aside a maximum of \$5,000 annually for tuition reimbursement pursuant to this program. <u>The maximum amount of reimbursement shall not exceed \$2,500 for any one course or workshop.</u>
9.		

	Article/Title/Page	Suggested Revisions
	Article XXIV: Health Insurance Pages 17-19	See Exhibit A to reflect actual language modifications of Article XXIV, incorporated herein by reference.
10.	Salary Proposal	2021-2022: 3.5% 2022-2023: 3.5% 2023-2024: 3.5%

Except as listed herein and below, the predecessor collective negotiations agreement between the parties shall remain unchanged.

Both parties will keep this MOA and details of the agreement confidential and no public disclosure or statement with the details of this agreement shall be made until such time that both parties have ratified the agreement or as mutually agreed.

FOR THE BOARD:

Tara Rineal



FOR THE UNION:

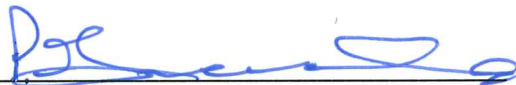

Theresa Ballard
Diana Scheller
Chris Mott

EXHIBIT A

ARTICLE XXIV HEALTH INSURANCE (Pages 17-19)

A. Conditions

1. The current required minimum of 25 hours work per week for eligibility for health insurance will be maintained for employees hired in the District prior to July 1, 2021 and eligible for health insurance as of that date. Employees hired to a benefit-eligible position after July 1, 2021 must work a minimum of 30 hours per week in order to be eligible for health insurance under this Agreement. Any such Employee however, who works at least ~~25~~ 30 hours per week and whose workload is reduced below ~~25~~ 30 hours per week by BOARD decision shall also continue to be eligible for benefits. In addition, those Employees who are grandfathered effective July 1, 1997 for eligibility for health insurance shall continue to be eligible for benefits. All Employees ~~hired after July 1, 1997~~, who voluntarily reduce their workload, employees below the respective applicable hour threshold ~~25-hour level~~, or who refuse a ~~25~~ 30 hour or more workload, will lose their eligibility for benefits, are not eligible for benefits until they take a permanent ~~twenty-five~~ thirty (~~25~~ 30) hour contract that becomes available.
2. Any Transportation employee who has under ~~twenty-five (25)~~ thirty (30) hours will have the opportunity to average within the transportation department for benefits. S/he must average for three (3) months with a total of sixty (60) hours.
3. If averaging April, May and June the newly contracted drivers will not be eligible for benefits until September.

B. Hospitalization/Prescription/Vision

1. Effective July 1, 2017, health insurance for unit employees will be changed to the Teamsters health insurance plan as set forth on the Local 97 insurance proposal document dated June 29, 2017 attached to and made a part of this Agreement as Exhibit "A," at the monthly rates specified therein. The Board's maximum insurance contribution obligation for calendar years 2021, 2022 and 2023 shall be limited to the rates in Exhibit "A." Should the premium levels increase beyond those specified in this Agreement, the employees will pay the cost of any excess premium through a payroll deduction. ~~The parties agree that an essential component of their bargain is that for the duration of the successor agreement, the Local 97 bargaining unit employees will under no circumstances be permitted to return to coverage under the District health insurance plan provided to other District employees.~~ In the event the Teamsters insurance plan ceases to provide coverage to the employees, the Board's obligation to fund any replacement coverage shall be limited to the rates set forth in Exhibit "A." In the event any limitation on the Board's maximum premium payment exposes the Board to liability for a penalty under the Affordable Care Act, the salary increases set forth above for the year in which the insurance change occurs will be reversed, future increases will be void, and the parties agree to reopen negotiations solely on the issue of the amount of any increase to compensation.

The Board may substitute other carriers to provide the insurance coverage, so long it is equal to or better than current coverage.

2. All eligible Teamster employees will contribute the appropriate percentages ~~prescribed by Tier 4 of Chapter 78, P.L. 2011 for the 2017-2018 school year. Effective July 1, 2018 through June 30, 2020, all eligible Teamster employees shall continue to pay the insurance contribution mandated by P.L. 2011 c. 78~~

deductions in accordance with the attached Insurance Deduction Schedule, or as otherwise required by law, through a payroll deduction and the Board shall pay the remainder of the premium to provide health insurance, up to and including full family coverage.

~~Payment to Employees who choose to opt out of insurance coverage provided by the BOARD shall be at twenty five percent (25%) of the 2003-2004 rates for 2017-2018 and fifteen percent (15%) of the 2003-2004 rates for 2018-2019 for the coverage type they opted out of. Effective July 1, 2019, Teamsters employees will no longer be~~ are not eligible for a payment when opting out of insurance coverage.

[Add sidebar]:

3. Effective January 1, 2021, the Teamsters Local 97 Benefit Fund shall offer a health care plan that is the equivalent of the New Jersey Educators Health Plan ("EHP") as required by P.L. 2020, c. 44, Section 5, and provided State law continues to require the Board to offer the EHP. The level of benefits provided by the EHP and the amount of employee contributions toward the costs of coverage shall be those established by law.
4. The salary of any Board employee covered by this Agreement who elects health care coverage in the EHP shall be prospectively reduced by the following percentage depending upon plan coverage level:

<u>Single</u>	<u>4%</u>
<u>Parent/Child</u>	<u>5%</u>
<u>Two Adults</u>	<u>5%</u>
<u>Family</u>	<u>6%</u>

An employee who elects to remain in the existing health care plan (the OMNIA Plan) offered by the Teamsters Local 97 Benefit Fund, or equivalent Board plan offered pursuant to this Agreement, on and after January 1, 2021 shall have their contributions toward said health care coverage reduced by six percent (6%) from the rates set forth in Schedule B of each applicable Agreement.

C. Dental

1. The current Dental plans shall continue to be offered with no changes. The plans are Horizon Dental Option Plan 1, Horizon Dental Option Plan II, Horizon Dental PPO.
2. Employees have the option to choose any of the three Dental Plans and, if applicable, shall pay the difference, if any, from what the Board is required to pay as a premium.
3. All eligible Teamster employees will contribute the appropriate percentages prescribed ~~by Tier 4 of Chapter 78, P.L. 2011 for the 2017-2018 school year. Effective July 1, 2018 through June 30, 2020, all eligible Teamster employees shall continue to pay the insurance contribution mandated by P.L. 2011 c. 78~~ deductions in accordance with the attached Insurance Deduction Schedule through a payroll deduction and the Board shall pay the remainder of the premium to provide health insurance, up to and including full family coverage