

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

This Agreement is entered into between the above-named negotiations teams as of the negotiations session held on June 10, 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 All negotiations items, proposals or demands which are not listed herein are withdrawn.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	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 B. Personal Days Page 8	Replace entire section with the following: <u>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 through the Absence Management online system. 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.</u> <u>1. Subject to approval, employees may use up to three (3) personal days per school year (September 1 to June 30).</u> <u>2. Approval/denial of personal day requests will be submitted to the Employee within one (1) workday following receipt of the application.</u>

	Article/Title/Page	Suggested Revisions
		3. <u>Unused personal days may be accumulated without limitation and placed in a bank for future use. Banked personal 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.</u> 4. <u>All Employees under this contract can only take whole day personal days.</u> 5. <u>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.</u> 6. <u>Personal days may not be taken consecutively without prior approval of the Superintendent and/or designee..</u>
4.	Article XII: Leaves/Holidays Section C. Sick Leave Page 8	Revise as follows: 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. Employees shall be notified on or before October 1st of each year of all unused sick days they have to their credit. 4. A physician's certificate documenting illness may be required for five <u>three</u> or more consecutive days, or when the sick day is taken immediately before or after a holiday <u>scheduled day off on the Jackson School District calendar.</u> Medical documentation may be required at any point should there be a perceived pattern of abuse.
5.	Article XIII: Maintenance Page 10	Add new Section D, re-letter remainder: <u>On days that the District moves to fully remote instruction due to inclement weather or public health reasons, such days shall count as work days. In the event that Employees are not called in to work on remote instruction days, Employees will be required to make up the day(s) as additional inservice training days to be scheduled by the Administration during the contract year.</u>
7.		

	Article/Title/Page	Suggested Revisions
	Article XVIII: Severance Pay Page 16	Revise Section C (should be Section B): If an Employee passes away, his/her accrued vacation and sick time will be paid to their estate/next of kin, <u>provided the employee began employment in the District prior to May 21, 2010 and the payment is authorized by law.</u>
8.	Article XXIV: Health Insurance Pages 17-19	See Exhibit A to reflect actual language modifications of Article XXIV, incorporated herein by reference.
9.	Salary Increase	The Board will grant a salary increase, inclusive of increment, as follows: 2021-2022 school year – 3.5% 2022-2023 school year – 3.5% 2023-2024 school year – 3.5% Distribution to be mutually agreed upon.
10.	Contract length	The term of the Agreement shall be from July 1, 2021 through June 30, 2024 (3-year agreement). Change all dates to appropriate current time periods and re-letter or re-number where applicable.

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:





FOR THE UNION:



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.

B. Hospitalization/Prescription/Vision

1. Effective February 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.

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