

**MEMORANDUM OF AGREEMENT
BETWEEN
THE NEGOTIATIONS TEAMS OF
THE JACKSON BOARD OF EDUCATION
AND
THE TEAMSTERS LOCAL 97 OF NEW JERSEY
(Mechanics and Utility Workers/School Law Enforcement Officers/Food Service/Custodians/Ground)**

This Agreement is entered into between the above-named negotiations teams as of the negotiations session held on May 26, 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 All negotiations items, proposals or demands which are not listed herein are withdrawn.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 I: Union Recognition Section 2 Page 3	Revise as follows: 2. Grounds and Custodial, excluding the Supervisors and Foremen <u>Director</u> of Buildings and Grounds and any clerical personnel that are or may be assigned to Grounds and Custodial.
2.	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>
3.	Article XII: Dues Deductions Section B Page 4	Eliminate Article III(B): Dues Deductions, in accordance with United States Supreme Court Decision in <u>Janus v. AFSCME, Council 31</u> .
4.	Article XII: Leaves/Holidays Section B Personal Days Page 8	Revise as follows: 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

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		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. Approval/denial of personal day requests will be submitted to the Employee within one (1) workday following receipt of the application. 3. Unused personal days may be accumulated without limitation and placed in a bank for future use. <u>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. All Employees under this contract can only take whole day personal days. 5. 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. 6. Personal days may not be taken consecutively without prior approval of the Superintendent and/or designee.
5.	Article XII: Leaves/Holidays Section C Sick Leave Page 9	Revise Section C: 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</u> to 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. Employees will be notified at the beginning of each school year as to the Supervisor they are required to call. <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 three or more consecutive days, or when the sick day is taken immediately before or after a holiday. Medical documentation may be required at any point should there be a perceived pattern of abuse. 5. <u>Full-time twelve (12) month employees may elect to designate two (2) of their annual allotment of twelve (12) sick days as family illness days to care for illness of an immediate family member. These days shall only be used for</u>

	Article/Title/Page	Suggested Revisions
		<u>the employee's necessary attendance to care for an ill or injured immediate family member, as defined in this Agreement. The Board reserves the right to require the provision of a doctor's note or other substantiation for use of such days.</u>
6.	Article XIII: Full-Time Custodial and Grounds E. Stipends Page 11	Add new Paragraph E, 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 in-service training days to be scheduled by the Administration during the contract year.</u>
7.	Article XIII: Full-Time Custodial and Grounds Page 11	Add new Paragraph F, re-letter remainder: <u>Employees who are required to work on Thanksgiving and Christmas Day will be paid at double time for each hour worked.</u>
8.	Article XIII: Full-Time Custodial and Grounds E. Stipends Page 11	Add new Section 7 to current "E": <u>All Grounds Workers are required by the BOARD to possess a Class A CDL license. All newly hired Grounds Workers will be given one (1) year from date of hire to obtain a Class A CDL. The cost to obtain a Class A CDL shall be reimbursed by the BOARD if funding is available as per Article XX, E.1. Tuition Reimbursement.</u>
9.	Article XIII: Full-Time Custodial and Grounds E. Stipends Page 11	<u>#4 – Increase Head Custodian stipends one time by \$250, effective with the 2021-2022 school year, to remain unchanged for remainder of contract.</u>
10.	Article XIII: Full-Time Custodial and Grounds E. Stipends Page 11	<u>#5: Increase lead grounds stipend one time by \$250, to \$3,350, effective with the 2021-2022 school year, to remain unchanged for remainder of contract.</u>
11.	Article XIII: Part-Time Custodial C. Personal Days Page 13	Revise as follows: 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

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		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, part-time 12-month employees may use up to two (2) personal days per school year (July 1 to June 30). 2. Approval/denial of personal day requests will be submitted to the Employee within one (1) workday following receipt of the application. 3. Unused personal days may be accumulated without limitation and placed in a bank for future use. <u>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. Personal days must be taken in full day increments. 5. Personal days may not be taken consecutively without prior approval of the Superintendent and/or designee.
12.	Article XIII: Part-Time Custodial D. Sick Leave Page 13	Revise Section D: 1. Part-Time Custodians subject to this agreement shall receive .833 days per month or a total of ten (10) sick days per full calendar year. Sick leave which accumulate from year to year without limit. 2. Part-Time Custodians who will be absent due to illness or injury must <u>utilize the online Absence Management system</u> to 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. Employees will be notified at the beginning of each school year as to the Supervisor they are required to call. <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. Part-Time Custodians 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 three or more consecutive days, or when the sick day is taken immediately before or after a holiday. Medical documentation may be required at any point should there be a perceived pattern of abuse.

13.	Article XIV: Mechanics and Utility Workers D. Page 14	<u>Increase Head Mechanic stipend in "D" one time by \$950, to \$3,350, effective with the 2021-2022 school year, to remain unchanged for remainder of contract.</u>
14.	Article XV: Security and School Law Enforcement Personnel (SLEO) Section B Page 15	B. Twelve-month security and SLEO Personnel are to work five (5) consecutive days per week with two (2) consecutive days off. Ten-month security Personnel are to work on those days when students are in school. The contracted work year for ten (10) month Personnel shall be a minimum of one hundred eighty (180) days. Dividing the annual rate for twelve-month Personnel by 2080 hours and multiplying the result by eight (8) hours shall determine the per diem rate.
15.	Article XV: Security and School Law Enforcement Personnel (SLEO) H. Lead SLEO Page 16	<u>#1: Increase armed and lead S/SLEO stipend one time by \$250, to \$4,650, effective with the 2021-2022 school year, to remain unchanged for remainder of contract.</u>
16.	Article XVI: Food Service Section C. Uniform Page 16	C. Uniform 1. Five (5) shirts will be provided by the District to each employee on an annual basis. Two (2) aprons will be provided annually to each employee. <u>Aprons will be provided upon request.</u> One (1) hat <u>or hair nets</u> shall also be provided to each <u>upon request of the</u> employee. 2. An employee may wear a black or white undershirt or turtleneck under their uniform. These items are employee provided. 3. Each employee will receive a clothing stipend of \$150.00 <u>\$175.00</u> to purchase appropriate black pants (no jeans, sweatpants or leggings), and appropriate black footwear. Employees hired after the start of the school year will have their clothing allowance prorated based on their start date. All Employees must wear black pants <u>or capri pants</u> and black or white "Slip Resistant" footwear. Any clothing purchased must meet the district dress code. Reimbursement for the clothing allowance will be made after the Employee provides the District with a receipt of purchase relevant to the job description. Receipts must be submitted by March 1st in order to receive reimbursement. Management has the right to question receipts to ensure the purchases comply with size and dress code requirements. 4. Employees must wear district ID badges and name tags supplied by the District during all working hours. 5. Waivers to the uniform requirement may be provided through administrative approval based on individual employee needs. 6. Freezer gloves will be provided by the District for schools with walk in freezers.

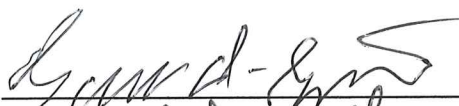
17.	Article XVI: Food Service Section E. Leads and Staffing Page 17	New Section 9: <u>It is the Lead's responsibility to verify accuracy and timely submission for all requisite paperwork (e.g., invoices, payroll vouchers, etc.).</u>
18.	Article XVI: Food Service Section E. Leads and Staffing Page 17	<u>Increase Lead Differential one time by \$0.25 per hour to \$3.50, effective with the 2022-2023 school year, to remain unchanged for remainder of contract.</u>
19.	XVI: Food Service Section F. Miscellaneous Page 18	New Sections: 3. <u>All vouchers must be submitted within one calendar week of completing the work assignment. Failure to do so may delay payment.</u> 4. <u>Pursuant to the National School Lunch Program, all Food Service workers must receive mandatory professional standard training.</u>
22.	Article XX: Uniforms/Tools A. Uniforms Section 7 Page 21	7. Custodians <u>Custodial and Grounds Employees</u> may purchase appropriate work shoes not to exceed \$250.00 each year of the contract to be reimbursed by the BOARD following submission of receipts.
23.	Article XX: Uniforms/Tools A. Uniforms Section 8 Page 21	8. SLEOs/Security may purchase clothes (shirts, shoes, pants, etc.) to be reimbursed by the District following submission of receipts, not to exceed \$250 per school year. <u>For all newly hired armed SLEO, the district will reimburse the initial purchase of a holster following submission of a receipt, not to exceed \$400.</u>
24.	Article XX: Uniforms/Tools C. Tools Section 1 Page 22	1. <u>Mechanics who are required to use hand tools will receive a \$500.00 per year tool purchase allowance for the required tools or tool insurance.</u> Mechanic helpers <u>and grounds employees</u> who are required to use hand tools will receive a <u>\$200.00</u> per year tool purchase allowance for the required tools or tool insurance. Prior to reimbursement being made for the purchase of tools, the Employee must submit receipts identifying the purchase. From the allowance provided herein, each mechanic and mechanic helper shall maintain a minimum number of tools as listed below. Mechanic/Mechanic Helper/ <u>Grounds</u>

25.	Article XX: Uniforms/Tools E. Tuition Reimbursement Section 5 Page 23	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>
26.	Article XXIV: Health Insurance Pages 24-25	See Exhibit A, to reflect actual language modifications of Article XXIV, incorporated herein by reference.
27.	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%
28.	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 or 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:


Cindy Lynn Sherman
Jennifer H. Cice
Jesse Koliper
Bernadette Wark
Mrs. Marlene Salter
Laurie

EXHIBIT A

ARTICLE XXIV HEALTH INSURANCE (Pages 24-25)

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. Employees hired 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 ~~other Employees hired after July 1, 1997~~, who voluntarily reduce their workload 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. Only Food Service employees receiving health insurance benefits as of July 1, 2014 are eligible to continue to average towards benefit eligibility the hours worked in any department covered by this collective bargaining agreement. As of July 1, 2014, no additional food service employees may average for health insurance benefits by working in multiple departments

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

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, 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]:

4. 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.
5. 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 I, 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.