

AGREEMENT
BETWEEN
JACKSON BOARD OF EDUCATION
AND
MECHANICS AND UTILITY WORKERS
SCHOOL LAW ENFORCEMENT OFFICERS
FOOD SERVICE
CUSTODIANS
GROUND
TEAMSTERS LOCAL 97
OF
NEW JERSEY

Effective: July 1, 2021

Expires: June 30, 2024

INDEX

ARTICLE	TITLE	PAGE
	PREAMBLE	3
I	UNION RECOGNITION	3
II	COLLECTIVE BARGAINING PROCEDURE	3
III	DUES DEDUCTIONS	4
IV	UNION VISITATIONS	4
V	BOARD RIGHTS	4
VI	NO STRIKE-NO LOCKOUT	5
VII	PRINTING OF AGREEMENT	5
VIII	UNION STEWARDS	5
IX	GRIEVANCE PROCEDURE	6
X	TERMINATION OF EMPLOYMENT	7
XI	PROBATIONARY PERIOD	7
XII	LEAVES/HOLIDAYS	8
XIII	CUSTODIAL & GROUNDS	10
XIV	MECHANICS & UTILITY WORKERS	14
XV	SECURITY & SCHOOL LAW ENFORCEMENT PERSONNEL	15
XVI	FOOD SERVICE	17
XVII	LONGEVITY	19
XVIII	WORK PROCEDURES	20
XIX	POSTING PROCEDURES	21
XX	UNIFORMS/TOOLS	22
XXI	SEVERANCE PAY	24
XXII	WORK RULES	25
XXIII	DISCIPLINARY PROCEDURE	25
XXIV	HEALTH INSURANCE	25
XXV	TERMINATION AND EXTENSION OF AGREEMENT	26
XXVI	WAGES	27
XXVII	COMPLETENESS OF AGREEMENT	27
	Schedule "A" – Hourly Rate Salary Guides	28
	Schedule "B" – Chapter 78 Insurance Deduction Schedule	33

PREAMBLE

This Agreement was entered into by the Board of Education of Jackson Township, New Jersey, (hereinafter referred to as the BOARD) and Teamsters Local 97 of New Jersey affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the UNION).

ARTICLE I **UNION RECOGNITION**

The BOARD recognizes the UNION as the exclusive representative, as certified on November 30, 2000 by the New Jersey Public Employment Relations Commission hereafter referred to as PERC for the purpose of collective negotiations with respect to terms and conditions of employment for the following unit.

All Full Time and Part Time Employees, excluding all substitutes, of the Jackson Township BOARD of Education employed in; substitutes will no longer be covered by any part of this collective bargaining group nor are they entitled to or guaranteed any of its provisions.

1. Mechanics and Utility staff members, excluding the Supervisor of Vehicle Maintenance and clerical personnel that are or may be assigned to Transportation.
2. Grounds and Custodial, excluding the Supervisors and Director of Buildings and Grounds and any clerical personnel that are or may be assigned to Grounds and Custodial.
3. Food Service, excluding the Food Service Director and any clerical personnel that are or may be assigned to cafeteria.
4. School Law Enforcement Officers.
5. This recognition does not include the Superintendent of Schools, Assistant Superintendent of Schools, Business Administrator, Board Secretary, Directors, Principals, Assistant Principals, Supervisors, Assistant Transportation Coordinator, clerical, teachers, nurses, Custodial Supervisor, Federal Program Personnel and police.

ARTICLE II **COLLECTIVE BARGAINING PROCEDURE**

- A. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the fully authorized bargaining agent of each of the parties.
- B. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.
- C. Negotiations will begin on a mutually agreeable date in the calendar year in which the contract expires.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE III

DUES DEDUCTIONS

- A. Upon receiving the written authorization and assignment of an Employee covered by this agreement, the BOARD agrees to deduct from the first pay of each month membership dues in such amounts as fixed, pursuant to the By-Laws and the Constitution of the UNION during the full term of this Agreement and any extension of renewal thereof. Said moneys, together with a list of such deductions, shall be transmitted to the Secretary-Treasurer of the UNION by the fifteenth (15) day of each month following the monthly pay period in which deduction took place.
- B. The UNION shall indemnify and hold the Employer 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 connection with this provision.

ARTICLE IV

UNION VISITATION

- A. The UNION shall have the right to hold meetings in school facilities, provided these meetings are scheduled in accordance with and comply with Board Policy and do not interfere with normal school operations.
- B. The Union Representative shall have admission to the Board premises at anytime during working hours for the purpose of ascertaining whether this Agreement is being carried out in good faith, or for the purpose of assisting in the adjustment of any grievance which may have arisen, provided such admission causes no interference with normal school operations or Employees' duties.

ARTICLE V

BOARD RIGHTS

- A. Subject to the terms and conditions contained in this Agreement, the BOARD reserves all rights and functions vested in it by all applicable laws and regulations as are normally and customarily exercised by Boards of Education in its management of the affairs of the School District.
- B. The UNION recognizes that the School District shall be governed by the BOARD in accordance with provisions of State laws, rules and regulations; that the BOARD cannot and will not unlawfully delegate it's authority with reference to any decision affecting the school system. It is not the intent of this Agreement to violate any of the school laws, laws of the State of New Jersey or laws of the United States of America.
- C. If any provision of this Agreement or any application of this Agreement to any Employee hereby covered shall be found contrary to law, such provision of application shall have the effect only to the extent permitted by law.

ARTICLE VI
NO STRIKE-NO LOCKOUT

- A. There shall be no strike, picketing, slowdown, job action or other concerted refusal to render full and complete service. The BOARD shall consider violation of this clause grounds for dismissal and appropriate legal action.
- B. There shall be no lockout by the BOARD.

ARTICLE VII
PRINTING OF AGREEMENT

The UNION will assume the cost for printing of contract booklets. The Union must send a copy of the final contract to the Board for approval BEFORE printing. The UNION and the BOARD must initial each page of the final draft of the contract prior to the printing thereof.

ARTICLE VIII
UNION STEWARDS

- A. The BOARD recognizes the right of the UNION to designate stewards and their alternates hereinafter referred to as Union Steward for the enforcement of this Agreement. The UNION shall furnish the BOARD with a written list of stewards and alternates and notify the BOARD of any changes to said list.
- B. The authority of the stewards and alternates so designated by the UNION shall be limited to and shall not exceed the following duties and activities:
 - 1. The investigation and presentation of grievances in accordance with the provisions of this Collective Agreement.
 - 2. The transmission of such messages and information which shall originate with and be authorized by the Local Union.
- C. **Union Leave**
 - 1. Union Stewards shall be granted release time, from employment without loss of pay when joint meetings of representatives of the BOARD and the UNION are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.
 - 2. The BOARD shall not be required to grant more than ten (10) days of Union leave per school year pursuant to this Section.
 - 3. When a Union Steward, elected or appointed, requests a leave for Union business such leave shall be subject to Board approval. Fringe benefits will continue provided such leave does not exceed five (5) consecutive workdays.
 - 4. The granting of leaves for Union business in excess of five (5) consecutive workdays, with or without continuation of fringes, shall be at the sole discretion of the District.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any difficulties which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of his departmental supervisory staff.
3. All "grievances", as defined in B1 below, shall contain a proposed solution or remedy, which the grievant seeks in order to resolve the grievance. The Employer shall provide a response to the solution or remedy proposed in the grievances.

B. Definition

The terms "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an Employee, the UNION or the BOARD.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

Step One

1.) An aggrieved Employee shall discuss his/her grievance with the Union Steward and Department Head within ten (10) working days of the occurrence of the grievance. An earnest effort shall be made to settle the differences between the aggrieved Employee, the Union Steward and the Department Head. Failure of all Employee to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
2. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance was discussed. A written reply shall be given by the immediate Department Head/Supervisor to the grievant and a copy of same given to the Union Steward.

Step Two

1. In the event a satisfactory settlement has not been reached pursuant to Step One, the grievance shall be reduced to writing by the aggrieved Employee and one (1) copy shall be furnished to the Assistant Superintendent, and one (1) copy to the Union Representative within five (5) working days following the determination by the Department Head.
2. The Assistant Superintendent shall meet with the Union Steward within five (5) working days after the receipt of the grievance to discuss the matter. Assistant Superintendent shall submit his decision in writing to the UNION within ten (10) working days after the grievance meeting.

Step Three

If the Grievance is still unresolved within five (5) working days after receipt of the Assistant Superintendent's decision, the UNION may submit the matter to the Superintendent or his/her designee for review by the BOARD. The BOARD or a committee thereof shall, within fifteen (15) working days, hold a hearing with the Union Steward. The BOARD shall render a decision, in writing, within fifteen (15) working days after the hearing.

Step Four

1. If a grievance is not settled by Step Three, such grievance shall, at the request of the UNION or the BOARD, be submitted to the PERC.
2. The Arbitrator selected shall be bound in making his/her decision to resolve the matter by the provisions of this Agreement and restricted to the application of facts presented to him or her involved in the grievance. The Arbitrator shall also be bound by applicable Federal and State Laws and cases and shall not have the authority to add, to modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.
3. The Arbitrator shall set forth his/her findings, facts and reasons for making his/her decision within thirty (30) calendar days after the conclusion of the arbitration hearing. The decision of the Arbitrator shall be final and binding on the parties.
4. The costs of services and expenses of the Arbitrator only shall be borne equally between the UNION and the BOARD. The party incurring shall pay same any other expense, including but not limited to the presentation of witnesses.

ARTICLE X TERMINATION OF EMPLOYMENT

- A. When an Employee voluntarily terminates employment, said Employee shall provide the BOARD with at least fourteen (14) days' notice of the termination day.
- B. If an Employee is brought up on charges, no suspension or discharge of said Employee will be put into effect without a formal hearing by the Superintendent and/or his/her representative and the Employee's Union Representative. This provision does not apply to situations requiring immediate action because of the nature of the offense. The UNION shall have the right to appeal the Superintendent's decision pursuant to the provisions of Step Three of the grievance procedure.
- C. Any Employee who has his/her contract non-renewed at the end of its annual term will have the recourse up to Step 3 of the Grievance procedure, however all non-renewals are not subject to arbitration and cannot be, and will not be, moved to any level of arbitration.
- D. If the Board terminates any employee during the work year for just cause, 14 days' notice will be provided to the employee.

ARTICLE XI PROBATIONARY PERIOD

- A. New Employees shall be on probation for their first one hundred and twenty (120) workdays, excluding any days used for sick leave.

- B. Newly hired Employees may be terminated during their probationary period without recourse to the grievance procedure or any provision herein.

ARTICLE XII LEAVES/HOLIDAYS

A. Vacations

Providing the workload permits it and providing the immediate Supervisor grants approval, twelve (12) month Employees may take vacations throughout the year (July 1 – June 30).

1. The vacation schedule is as follows:

Up to 5 years employment	2 weeks vacation
After 5 years employment	3 weeks vacation
After 15 years employment	4 weeks vacation

Employees hired to work a ten (10) month position are not eligible for vacation and are not eligible for time off during the school calendar year (September 1 – June 30). Such employees follow the teachers/students 10-month work year.

2. Twelve (12) month Employees are entitled to ten (10) vacation days per year, (2 weeks) if they have completed twelve (12) months of working service. Within the first year of employment, personnel employed mid-year are not entitled to two (2) weeks vacation. They earn .8 days per month. Example: $7 \frac{1}{2} \text{ months} \times .8 = 6 \text{ days}$. This calculation does not apply to the following years of employment.
3. Vacation time is allotted to July 1st. Employees are prorated days based on their anniversary date of hire.
4. Custodians, Mechanics, Shop Personnel and Grounds Personnel will not be granted vacation time during the three (3) workdays before the opening of schools in August and/or September, the first two (2) days of the new school year and during the five (5) workdays before the end of the school year in June.
5. Employees shall be permitted to use vacation time in half-day increments subject to the approval of the immediate Supervisor.
6. Employees have the privilege to carry over each year, up to a maximum of ten (10) days vacation time for the following year.
7. Eligibility for vacations shall be computed as of the first day of the month in which the Employee was hired (anniversary date).
8. Any vacation time not used within two (2) years of the year in which it was earned shall be forfeited.

B. Personal Days

Definition:

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.

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. 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.
4. All Employees under this contract 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.

C. Sick Leave

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 utilize the online Absence Management system to give notice of the absence to a Supervisor at least two hours prior to the start of the Employee's work shift or the Employee will not be paid for the day. 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.
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, will be required for a sick day taken immediately before or after a holiday.
5. 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 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.

D. Job Injury

1. If any Employee is injured while at work and is unable to continue at work because the injury Employee shall be paid for the full day (limited to one (1) day per occurrence without any deductions from sick days).
2. Employees must follow the proper and entire procedure with reference to Workman's compensation as listed below.

INJURIES ON THE JOB

- Report injury immediately to your Supervisor
- Fill out an Accident Report Form (Supervisor's or Nurses Office)
- DO NOT go to your own private physician or chiropractor
- Contact Jackson School District Workers' Compensation Coordinator in Business Office.

Failure to follow this procedure in its entirety will void any workman's compensation claim if the exact timelines are not followed.

E. Holidays

Twelve-month Employees shall receive fourteen (14) paid holidays per year which include the following defined days:

New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving – 2 days
Christmas

These undefined holidays shall be established at the time that the school calendar is published but not later than the preceding May 30th. If the undefined holiday schedule is changed as a result of school closings, the Employees will be given a minimum of two weeks notice of such change. Christmas Eve and New Year's Eve will be included on the above list whenever Christmas or New Year's falls on a Tuesday through Saturday. Employees must work the scheduled day before and after the holiday in order to receive the holiday pay, unless the Employee substantiates the absence with a physician's certificate documenting illness, in which event he/she shall receive the holiday pay. Ten-month Employees who work any holidays from the above list shall receive time and one-half (1 ½) for each hour worked that day.

F. Bereavement

Employees shall be granted up to five (5) days per occurrence in the event of death of an Employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of an Employee's relative outside the Employee's immediate family as defined above.

Employee shall provide a signed statement defining their relationship to the decedent.

ARTICLE XIII
FULL-TIME CUSTODIAL & GROUNDS

- A. Custodians and Grounds persons are to work eight (8) hours per day, five (5) days per week, with two (2) consecutive days off with a one-half (1/2) hour lunch period within the eight (8) hours and shall also be on call during the lunch period, because of the nature of the work.

- B. Custodial and Grounds Personnel called in after their normal working hours due to an emergency situation, (i.e. snowstorm, hurricane or other disaster) shall be called in on a rotating basis starting with the most senior employee and will be guaranteed a minimum of three (3) hours' pay at their overtime rate. The BOARD shall reimburse any Employee called in for work during a declared "State of Emergency" who receives a citation or traffic violation for being on the roads during a "State of Emergency" only. No other citations will be applicable to this clause.
- C. The Administration, during an emergency, reserves the right to adjust 8 hour work schedules to accommodate district needs, (e.g., snow removal). However, if school opens that day, any additional hours worked shall be paid at applicable overtime rate. If any employee is unable to work the adjusted schedule for personal reasons, the employee may be excused from this change if the employee receives permission from his or her direct supervisor.
- D. Any Employee who is out sick on vacation or personal day will be skipped over for call in. All employees who are absent on an emergency snow day due to illness are required to provide a doctor's note to their department supervisor.
- E. 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.
- F. Employees who are required to work on Thanksgiving and Christmas Day will be paid at double time for each hour worked.
- G. Stipends
1. All custodians are required by the Board to possess a Black Seal License. All newly hired custodians will be given one (1) year from date of hire to obtain a Black Seal License. All costs to be paid by the BOARD.
 2. All current eligible Employees will receive the current three hundred dollar (\$300.00) stipend. However, for anyone hired after July 1, 2007 that is required to obtain a Black Seal License or recertification, the cost to obtain or certify will be covered by the BOARD. There will be no stipend paid for any Employee hired after July 1, 2007.
 3. Any Employee required by the Board to obtain a Fertilizer License shall receive an additional four hundred (\$400.00) dollar stipend. However, those Employees must perform services utilizing their certification while employed by the Board. The stipend will only be paid as long as the certification is current and active. The Board will pay for any re-certification cost. There will be no stipends given to Employees hired after date of ratification. This stipend will be added to their base pay.
 4. The annual stipend for Head Custodian shall be as follows:
2021-2024

Rosenauer	\$1,450
Johnson/Holman	\$1,750
Crawford/Rodriguez/Elms/Switlik	\$1,950
Goetz/McAuliffe	\$2,150
JMHS/JLHS	\$4,850 (HS Head Custodians are required to be available during both the day and night shift)
 5. Lead grounds personnel annual stipend shall be \$3,350 for 2021-2024. The stipend shall be added to the Employee's base salary.
 6. All full time Employees, whose regular work shift begins at 3:00 p.m. or later, or include Saturday and/or Sunday, shall receive an annual shift differential of \$600.00 which shall be added to their base pay.

7. 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.

H. Overtime

1. All Employees shall work within their classification. Overtime shall be offered within classification for Grounds and Custodial Employees on a seniority rotating basis. For Custodial workers, overtime shall be offered on a seniority rotating basis within the school location that the Employee works.
2. In cases where overtime assignments require a specific skill, the overtime may be assigned to Employees possessing the necessary skills.
3. Overtime rate will only be paid once an employee has met the forty (40) hour per week work requirement.
4. Personal, sick and vacation days will be used when calculating overtime.

I. Custodians

1. The Union contractually recognizes that there will be a required BOARD run training period, to be completed before hiring as a permanent Employee. The training period will have no compensation attached to it, nor will the potential Employee be charged for said training. The training will not exceed three (3) days. Training will be performed by a trainer chosen by the supervisor/foreman. The District shall choose a minimum of five (5) employees to be trainers. The trainer shall be responsible for training all new employees and will receive two dollars (\$2.00) per hour extra for all hours assigned to train a new employee. This is not a permanent position. At any time, the District may choose to eliminate or add trainers. All official trainers will be assigned training assignments on a rotating basis. The names of those chosen to be on the trainers list are at the sole discretion of management and such management decision shall not be subject to the contractual grievance procedure, including but not limited to arbitration.
2. Custodians assigned additional work hours, for the benefit of outside users of school facilities, shall be compensated at a time and a half rate (1 ½) for additional work.
3. Changes in starting and quitting times of custodians will only be made on a permanent basis except when changes are necessary due to an emergency or inclement weather. Permanent schedule changes may occur as long as the change does not affect the employee's starting or quitting time by more than two (2) hours. No employee shall have their times changed more than once every four (4) months without just cause.
4. Any changes in start or end time will require a ten (10) day notice, from the BOARD, unless mutually agreed upon.

PART-TIME CUSTODIAL

- A. Part-Time Custodians are to work six (6) hours per day, four (4) days per week, with three (3) consecutive days off with a one-half (1/2) hour lunch period within the six (6) hours and shall also be on call during the lunch period, because of the nature of the work. They shall not work more than 24 hours per week.
- B. Vacations: Providing the workload permits it, and providing the immediate Supervisor grants approval, part-time 12-month Employees may take vacations during the year (July 1 – June 30).

1. The vacation schedule is as follows:

Up to 5 years employment	5 days vacation
After 5 years of employment	8 days vacation

After 15 years of employment 10 days vacation

2. Part-Time 12-month Employees are entitled to five (5) vacation days per year after they have completed twelve (12) months of working service. Within the first year of employment, personnel employed mid-year are not entitled to five (5) days vacation. They earn .5 days per month. Example: 6 months X .5 = 3 days which will be available for use on July 1st of the following school year. This calculation does not apply to the following years of employment.
3. Vacation time is allotted to July 1st. Employees are prorated days based on their anniversary date of hire.
4. Part-Time Custodians will not be granted vacation time during the three (3) workdays before the opening of schools in August and/or September, the first two (2) days of
5. Employees have the privilege to carry over each year, up to a maximum of six (6) days vacation time for the following year.
6. Eligibility for vacations shall be computed as of the first day of the month in which the Part-Time Employee was hired (anniversary date).
7. Any vacation time not used within two (2) years of the year in which it was earned shall be forfeited.

C. Personal Days

Definition: 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.

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 days 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. 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.
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.

D. Sick Leave

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 shall accumulate from year to year without limit.
2. Part-Time Custodians who will be absent due to illness or injury must utilize the online Absence Management system to give notice of the absence to a Supervisor at least two hours prior to the start of the Employee's work shift or the Employee will not be paid for the day. 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.

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 sick days, and will be required for a sick day taken immediately before or after a holiday.
 - E. Bereavement: Employees shall be granted up to four (4) days per occurrence in the event of death of a Part-Time Custodian's spouse, child, son-in-law, parent, father-in-law, mother-in-law, brother sister, brother-in-law, sister-in-law, grandparents, grandchildren and other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of a Part-Time Custodian's relative outside the Employee's immediate family as defined above.
- The Part-Time Custodian shall provide a signed statement defining their relationship to the decedent.
- F. During an emergency, Part-Time Custodians will report to work during their regularly scheduled shift to accommodate district needs, (e.g., snow removal). However, Part-Time Custodians will only work their regularly scheduled hours and will not be scheduled for any additional time.
 - G. BOARD shall reimburse any Employee called in for work during a declared "State of Emergency" who receives a citation or traffic violation for being on the roads during a "State of Emergency" only. No other citations will be applicable to this clause.
 - H. All employees who are absent on an emergency snow day due to illness are required to provide a doctor's note to their department supervisor.
 - I. All Part-Time Custodians must complete a BOARD run training period before being hired as a permanent employee. This training period will have no compensation attached to it, nor will the potential Employee be charged for said training. The training will not exceed three (3) days. Training will be performed by a trainer chosen by the supervisor/foreman.
 - J. Changes in starting and quitting times of Part-Time Custodians will only be made on a permanent basis. No employee shall have their times changed more than once every four (4) months without just cause. Any changes in start or end time will require a ten (10) day notice, from the BOARD, unless mutually agreed upon.

ARTICLE XIV MECHANICS & UTILITY WORKERS

- A. Mechanics and Utility Personnel shall have a choice of work shifts in the bus garage based upon seniority within their job classification. Overtime shall be assigned on a rotating seniority basis to shop Personnel.
- B. Mechanics, Mechanic Helpers and Utility Personnel are to work eight (8) hours per day, five days per week with two (2) consecutive days off, with a one-half (1/2) hour lunch period within the eight (8) hours and shall be on call during the lunch period due to the nature of the work.
- C. Mechanics and Utility Personnel will have the option to work four (4) consecutive ten (10) hour shifts or for five (5) eight hour shifts, if necessary by seniority, during the summer months: June 30 to August 31, subject to the BOARD's right to assign work to ensure Monday through Friday coverage.
- D. Head Mechanics shall receive a stipend per year in addition to their salary as a mechanic. The stipend shall be \$3,350 per year in 2021-2024. Mechanics shall be paid an additional thirty-five (\$.35) cents per hour for each ASE certificate received annually. Head Mechanic stipend position will be reposted in May and filled by July. As of July 1, 2010, any new mechanics will be paid \$.35 cents per hour for each ASE Certificate up to a maximum of 20 certificates.
- E. The UNION agrees that all work must be covered. In the event that there is coverage needed to operate the department and there is no one available after going through the seniority list, the work will be assigned to

the bottom employee within that classification. The bottom employee will only be assigned after the other employees within the classification have been offered the overtime for coverage or attempt to contact other Employees for overtime has met with negative results.

ARTICLE XV
SECURITY & SCHOOL LAW ENFORCEMENT PERSONNEL (SLEO)

- A. Full-time security and SLEO Personnel are to work eight (8) consecutive hours per day, which shall include a one-half (1/2) hour paid lunch period during which the Employee shall be on call because of the nature of the work.
- B. 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.
- C. **Overtime**
 - 1. Overtime will be assigned on a rotating seniority basis. Classifications shall be limited to School Law Enforcement Officers and Security Personnel.
 - 2. Security and SLEO Personnel shall be placed on the same rotating seniority list. All overtime work will be distributed in rotational order on a weekly basis, not more than one week in advance, to qualified Employees, with the exception of holidays. Personnel on bereavement leave, leave of absence, medical leave and workers compensation will not be offered overtime until they return to duty. Employees performing overtime shall be charged with a turn on the roster; Employees refusing the overtime shall be charged with a turn on the roster.
 - 3. Security and SLEO Personnel may withdraw from the overtime roster by submitting a letter to their Supervisor.
 - 4. The Board agrees to provide cross training to permit all Personnel to qualify for overtime work. Such training is voluntary.
 - 5. The above does not infringe on the Board's right to utilize a substitute Employee to replace an absent worker, as long as the substitute is not in overtime status as referenced above.
 - 6. School SLEO will work the same number of days that the students are in session. Any additional days worked will be compensated at the individual's per diem rate of pay.
 - 7. There will be a separate overtime equalization chart for Sunday overtime for the Security Personnel.
 - 8. Ten (10) month Security Personnel who work during the summer will be paid their hourly rate.
 - 9. Effective July 1, 2007 Security Personnel who are assigned as a trainer shall be paid three dollars (\$ 3.00) added to his/her hourly rate for all hours worked as a trainer. The three dollars (\$3.00) per hour will be added to the hourly rate only as straight time. If as overtime the overtime rate will be the compensation. Training shall be awarded in seniority rotation order.
- D. Should security and SLEO Personnel be required to obtain/maintain AED certification, all costs in obtaining/maintaining such certification will be the responsibility of the District.
- E. Security and SLEO Personnel assigned to work outdoors will be issued inclement weather clothing.
- F. **School Activities Assignments**

A paid security person shall be provided at the following listed school activities (unless determined not to be needed by the Superintendent):

1. Scheduled Activities at Night/Day (JMHS/JLHS/GOETZ/MCAULIFFE)
 - a) Dances; b) Concerts; c) Plays; d) Sporting Events; e) Proms; f) Farewell Dinner; g) Home Football Games;
 2. Graduation
 3. Additional paid security personnel may be provided as needed at the sole discretion of the Building Administrator for the above-mentioned functions. The Building Administrator, at his own discretion, shall utilize Security Personnel as needed at other activities, such as but not limited to parent meetings, non-home games, etc.
 4. Ocean County College classes, which shall be paid at a minimum of three (3) hours overtime.
- G. In the event of an evening residency check/home visitation on the part of a security officer, two officers will be assigned to conduct the check. In the event that security personnel are required to transport students (e.g. drug testing), two (2) officers will be assigned.
- H. Lead Security/ SLEO Personnel:
1. Should the District assign lead S/SLEO personnel, those individuals will be compensated \$4,650 per year in 2021-2024, which will be added to their base salary as a stipend.
 2. Lead S/ SLEO personnel will be compensated their hourly rate for additional hours worked for required meetings or have their schedules adjusted to allow for attendance during their 8 hour shift.
 3. Lead S/ SLEO personnel called in after their normal working hours due to an emergency situation (e.g., snowstorm, hurricane or building alarm), shall be called in with a guaranteed minimum of three (3) hours pay.
 4. Lead S/ SLEO personnel working an 11-month work year will be provided 11 sick leave days total per school year.
 5. Lead S/ SLEO personnel working an 11-month work year will be provided all holidays as per the District's 10-month calendar (September-June). No additional time off will be provided for the 1 month worked during the assigned summer month (July or August).
- I. **Armed School Law Enforcement Officers (SLEO)**
 The Board of Education authorizes the employment of school district security officers. The district's security officers will be required to wear Board-approved uniforms and shall work in cooperation with the school administration to provide security services on school grounds. The security officers will be provided the necessary equipment to perform the security functions assigned by the administration. The Superintendent of Schools may recommend for Board approval a school security officer who was a law enforcement officer who retired in good standing and has a valid permit to carry a handgun issued pursuant to N.J.S.A. 2C:58-4, and a permit to possess a handgun in a school building or on school grounds during his/her workday provided the employee meets the exception to N.J.S.A. 2C:39-5 outlined in N.J.S.A. 2C:39-6(l).
1. **Authorization to Carry**
 In order for a school security officer to be authorized to carry a handgun in a school building or on school grounds, the school security officer must provide the Superintendent of Schools with documentation supporting compliance with the requirements of N.J.S.A. 2C:39-6(l), including, but not limited to, a copy of an identification card issued by the Superintendent of the State Police permitting the retired officer to carry a handgun in accordance with N.J.S.A. 2C:39-6(l)(4). The identification card shall be valid for one year from the date of issuance, valid through the State, not transferable to any other person, and shall be carried at all times on the person of the retired law enforcement officer while the officer is carrying a handgun. The retired law enforcement officer shall produce the identification card for review on the demand of any law enforcement officer or authority. The Superintendent of Schools will contact the Superintendent of the State Police to confirm the issuance of the identification card permitting the retired officer to carry a handgun in accordance with N.J.S.A. 2C:39-6(l)(4). The Superintendent of Schools will also submit the identification card to the school district's insurance company to ensure the Board of

Education has the appropriate insurance for a school security officer to carry a handgun in accordance with this Policy. The school security officer's authorization to carry a handgun in school buildings and on school grounds will be dependent upon receipt of written confirmation from the school district's insurance company that sufficient insurance coverage, as determined by the Board, will be provided to the school district and school employees should any liability arise from the school security officer's handgun. The inability to obtain sufficient insurance coverage may independently form the basis for denial of a school security officer's authorization to carry a handgun in school buildings and on school grounds. The appointment and authorization for a school security officer to carry a handgun in school buildings and on school grounds must be recommended by the Superintendent and approved by the Board of Education. Any authorization will only be for the time period the New Jersey State Police issued identification card is valid and under no circumstances will the authorization exceed one year. The Superintendent of Schools, if recommending a school staff member be authorized to carry a handgun in school buildings and on school grounds, will provide the Board of Education with a copy of all the information submitted by the school security officer in support of the application, any documentation from law enforcement agencies, and information from the district's insurance company. The Board of Education may approve the Superintendent's recommendation after review of the documentation, and upon such approval, the Superintendent of Schools will provide written authorization to the school security officer along with any conditions on the authority to carry a handgun in school buildings or on school grounds. The Superintendent of Schools or designee will inform local law enforcement officials of any school district security officer(s) authorized to carry a handgun in school buildings or on school grounds.

2. Responsibilities of Armed SLEO

A SLEO authorized to carry a handgun is not authorized to carry a handgun in school buildings or on school grounds beyond the hours of the officer's workday or work assignment. A SLEO approved and authorized by the Board of Education to carry a handgun in school buildings and on school grounds must comply with all applicable New Jersey laws, including but not limited to: N.J.S.A. 2C:39-4; N.J.S.A. 2C:39-5; N.J.S.A. 2C:39-6; and N.J.S.A. 2C:58-4.] This contract language may be reviewed or adjusted for compliance with applicable statutes and administrative code provisions should any such changes occur.

3. Stipend for Armed SLEO

If the Board approves a SLEO to carry a handgun, then those individuals will be compensated with annual stipend of \$4,400 in 2021-2024, which will be added to their base salary as a stipend.

annual stipend of \$4,650 in 2021 - 2024. Teamsters Dan Baginski

ARTICLE XVI
FOOD SERVICE

A. Hours of Work and Overtime.

1. Food Service Personnel are to work four (4) to eight (8) hours per day; five (5) days per week, with two (2) consecutive days off.
2. Food Service Personnel are contracted annually to work 182 days.
3. Overtime will be paid after forty (40) hours. All overtime shall be paid through the voucher system. Employees shall be given the opportunity to take compensatory time in lieu of payment for hours/overtime worked provided the time cannot be used the last two weeks of the school year.
4. Any employee called in before or after their normal working hours due to an emergency situation shall be guaranteed three (3) hours of pay.

B. Breaks.

1. Food Service Personnel who work seven (7) hours per day or more are to have a one-half (1/2) hour lunch period included within this time
2. Food Service Personnel who work six (6) to eight (8) hours shall have two (2) fifteen (15) minute breaks.
3. Food Service Personnel who work five (5) hours per day shall have one (1) fifteen (15) minute break.
4. Four (4) hour employees are not entitled to a break.

5. All breaks shall be at the Supervisor's discretion and employees are considered on-call during their breaks due to the nature of the work.

C. Uniform.

1. Five (5) shirts will be provided by the District to each employee on an annual basis. Aprons will be provided upon request. One (1) hat or hair net shall also be provided upon request of the 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 \$175.00 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 or capri pants 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.

D. Catering.

1. All catering events outside of work hours shall be considered extra work.
2. Management shall seek out employees to perform all catering events and shall not perform catering duties in place of employees.
3. Any food service staff member who is interested in working catering events outside of work hours should notify the Food Service Director in writing by August 25th. If any employee would like to be added to the list during the school year, they must notify the Food Service Director and give the reason why they now want to be included on the list.
4. A list of all food service staff members who are interested in catering events outside of work hours shall be created annually on September 1. The list shall be maintained in a seniority order rotation by Management. A copy of the finalized list shall be provided to the Shop Stewards on September 1. For the purpose of this contract, this list shall be referred to as the "catering list".
5. Catering events outside of work hours shall be offered to employees in seniority order rotation who are currently on the catering list.
6. Staff members shall be contacted by Management via telephone when a catering assignment is being offered. A staff member who is offered the catering event has twenty-four (24) hours from the initial contact to either accept or decline the catering event; otherwise the assignment will be considered to have been declined by the staff member. The final catering assignment will be confirmed via email.
7. A staff member who declines three (3) catering events during the course of the school year will be removed from the catering list.
8. Employees participating in catering shall be paid \$15 dollars per hour (\$) or their overtime rate, whichever is greater, for all hours worked including any cleanup time.
9. Concession stand work, as well as cleanup shall be considered catering under this section.
10. In the event that there are catering jobs over the summer months, any employee interested in working these events needs to submit a notice of intent to work by the last week in May. Management will send out a sign up to the kitchens during this time. Employees will be chosen by seniority order rotation based on submission of intent to work.
11. In the event that no one on the list cannot or will not work a catering event, management reserves the right to assign catering work in reverse seniority order of all employees, regardless if they are signed to the list or not.
12. Management shall maintain a list of all catering events and the employees who worked them and shall, upon request, share the list with the Shop Stewards.
13. Management reserves the right to evaluate the performance of all employees assigned to catering events and possibly remove them for cause.

E. Leads & Staffing.

1. All kitchens are to have Lead Food Service Personnel, minimum one (1) staff member per kitchen. If a Lead Food Service Person is absent, a replacement shall be obtained immediately and paid according to this section for all hours worked as Substitute Lead.
2. All Lead Food Service Personnel shall have a five and one half (5.5) hour daily schedule. All Lead Food Service Personnel shall receive a differential for all hours worked. The differential for Lead Food Service Workers shall be three dollars and fifty cents (\$3.50) for 2021-2024.
3. Lead Food Service Personnel shall not be required to transport monies for any reason at any time.
4. Substitutes shall be maintained and used whenever an absence occurs in a kitchen. No substitute shall work a position that has more hours than any contracted Food Service Personnel unless all contracted Employees have declined the open position.
5. When a vacancy occurs in a five (5) hour position (not posted), all current union members working four (4) hours shall be entitled to fill the vacancy before it goes to a substitute.
6. Effective July, 1, 2018, the Food Service Truck Driver shall have a \$0.75 dollars per hour stipend that will be included in the base salary for pension purposes. Effective July 1, 2019, the Food Service Truck Driver shall have \$1.50 dollars per hour stipend that will be included in the base salary for pension purposes.
7. All Leads must have a current ServSafe certification.
8. All current employees who work a five (5) hour shift or a five ½ (5.5) hour shift will not have their hours reduced unless they elect to take an open position for less hours. For the duration of this Agreement, the minimum number of 5.5-hour shifts is 12.
9. It is the Lead's responsibility to verify accuracy and timely submission for all requisite paperwork (e.g., invoices, payroll vouchers, etc.).

F. Miscellaneous

1. No employee shall be reprimanded in the presence of a student, member of the public or other member of the District's staff by any administrator without justifiable, substantive reasons.
2. All vouchers shall be paid within forty-five (45) calendar days from the date of submission.
3. All vouchers must be submitted within one calendar week of completing the work assignment. Failure to do so may delay payment.
4. Pursuant to the National School Lunch Program, all Food Service workers must receive mandatory professional standard training.

ARTICLE XVII
LONGEVITY

All Employees who have completed ten (10) consecutive contracted years of service in this collective bargaining group shall receive a non-cumulative five hundred dollar (\$500) longevity stipend. Approved leaves of absence shall not count as a break in service when determining the ten (10) consecutive years.

Approved leaves of absences are those that meet State and Federal Family Medical Leave Act.

The ten (10) consecutive years must be completed prior to July 1st to be eligible for payment. All Employees who are entitled to longevity shall receive a lump sum payment for the full longevity amount by November 30th following eligibility. Employees, who terminate employment prior to November 15, will not be eligible for the November 30th longevity payment. Eligible Employees on paid leaves of absence or workers compensation will also receive their longevity stipend by November 30th.

Longevity may be added to an Employees base pay or as stipulated above. This choice will only be offered once as per this collective bargaining agreement due to the BOARDS agreement to add longevity to an Employees base pay. Anyone hired after January 15, 2008 will no longer be eligible for longevity.

ARTICLE XVIII
WORK PROCEDURES

A. Overtime

1. Employees shall receive one and one-half (1 ½) times their normal pay rate for all work in excess of forty (40) hours per week.
2. Paid vacation, personal, sick leave and paid holidays shall be included in determining the forty (40) hours.
3. All work performed on Sunday in excess of forty (40) working hours per week shall be compensated at twice the applicable hourly pay rate.
4. All overtime shall be paid promptly in the next regular payroll period after the overtime is submitted.
5. All work performed in excess of twelve (12) consecutive hours shall be compensated at the rate of double (2X) time for an emergency situation (i.e. snow removal).

B. Any regular Employee who works in a higher classification on a temporary basis, shall receive the higher rate of pay. At the expiration of the temporary vacancy, the Employee shall return to his former position with full seniority and at the rate of pay in the classification to which the Employee returns.

C. Summer work, when available, will be offered to qualified ten (10) month Employees if their classifications are equal. Summer work will be assigned in seniority rotation order.

D. Layoffs

1. In the event of a reduction in force, Employees who are laid off will be placed on a preferred substitute list in the job title and job classification held at the time of the layoff. These Employees will be given work assignments throughout the District within their job title and job classification on an as-needed basis prior to offering work to any other substitute and prior to hiring new Employees. Employees on the preferred substitute list shall be considered as regular Employees with all benefits only in the event that they work sufficient hours to qualify for health insurance. Placement on the preferred substitute list shall be in the order of seniority by job title and job classification held at the time of lay off.
2. Employees on layoff status will be offered regular employment on a last-out first-in basis prior to the hiring of any new Employees in the same job title and job classification. Employees will be notified by registered mail, return receipt requested, at their last address of record. The Employee will be required to report for work no later than the third workday following receipt of the notice. Failure to report within this time will be considered resignation.

F. Traffic Summonses-Jackson Municipal Court

1. An Employee assigned to drive a school district vehicle, who receives a traffic summons while driving that vehicle and appears in Jackson Township Municipal Court pursuant to that summons, must attempt to have his/her case heard at a time when the Employee is off duty. If the Municipal Court appearance must take place during the Employee's hours of work, the Employee will be permitted time off from work for their first appearance only, provided the Employee has provided at least seventy-two (72) hours' notice to his/her supervisor. The time off from work shall be with pay, if the Employee has personal time available, otherwise it shall be without pay. If all of the charges are dismissed however the Employee will be reimbursed for the loss of time/salary first appearance only.
2. An Employee who appears as a witness on behalf of an Employee who receives a traffic summons (as described in paragraph 1) will be provided with time off with no loss in pay, provided the Employee (witness) has provided at least seventy-two (72) hours' notice to his/her supervisor.

3. Any Employee who retains an attorney to defend a traffic summons is responsible to pay all such legal fees. The BOARD is not responsible to reimburse the Employee for legal fees under any circumstances, except as required by statute.
4. An Employee who is a complainant or witness on behalf of the BOARD against a person charged with a traffic violation related to student transportation (such as passing a bus with lights flashing) will be paid for time spent in court.

ARTICLE XIX

POSTING PROCEDURES

- A. 1. All vacant and newly created positions which the BOARD intends to fill shall be posted within three (3) days (excluding Saturday, Sunday or holidays) that a position becomes available and shall remain posted for seven (7) days, (exclusions as above). Except in cases of emergency, job postings shall be delivered to all Head Custodians, the Maintenance Building, Transportation Break Room, Head Food Service workers in all Cafeterias, and each Union Representative. Nothing in this article shall preclude the BOARD from advertising an open position outside the school district if, in its sole discretion, it chooses to do so.
2. All regular permanent Employees shall have the right to bid on posted positions.
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. 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 were not as qualified and what they can do to improve their performance to become a better candidate in the future.

4. All appointments shall be subject to a trial period of ninety (90) work days except in those cases in which a regular permanent Employee is assigned to a new position in his current job classification. If the Employee successfully completes the trial period, the BOARD shall retain the Employee in the new position on a permanent basis with full seniority, benefits and increment rights. If the Employee is removed during the trial period, the Employee shall revert back to his/her former position with full seniority, benefits and the same increment rights.
5. If regular Employees respond to posting, said position will be filled in accordance with Section A3 above.
6. In the event no qualified Employees have responded to the posting, the BOARD at its discretion shall fill the vacancy.
7. New Employees transferring to regular employment shall not be eligible to bid on any other posted position for the first one hundred twenty (120) days of regular employment or during their probationary period.

8. Any Employee appointed to a position which was posted as a "District Employee" shall have no contractual right to remain assigned to a specific building, although those Employees appointed to a position posted as a "building position" shall continue to have the right to remain at that building.
- B.
1. If a food service worker goes on leave of absence, sick leave or disability leave which will extend beyond thirty (30) calendar days, that person's contracted run or regular assignment shall be posted as a temporary vacancy. Employees bidding on and obtaining these temporary assignments shall hold them until the Employee on leave returns to work or for the completion of the school year, whichever occurs sooner, at which time the temporarily assigned Employee will return to his/her original assignment. Posting of these temporary vacancies shall be for three (3) days only. Only Employees who would increase or decrease their daily working hours will be eligible to bid on these temporary vacancies.
 2. In the event the temporary vacancy becomes a permanent vacancy as a result of termination of employment of the person who originally held the position, the job will be re-posted in accordance with A 1. of this Article.

ARTICLE XX UNIFORMS/TOOLS

A. Uniforms

1. The Board shall provide up to the following numbers of uniforms each year. Worn out or unusable uniforms must be turned in to obtain a replacement.
2. After the initial issuance of uniforms, uniforms shall be provided on a replacement basis. Replacements shall be provided one (1) time per year in July. No one shall be provided with more than twenty (20) articles of clothing during any replacement period.
3. Mechanics uniforms shall be issued and maintained by outside laundry service.
4. LEO's/Security – five (5) shirts.
5. Custodial and grounds Employees may substitute one (1) pants and one (1) shirt for a jacket.
6. Mechanics and Utility Employees will receive coveralls.
7. Custodial and Grounds Employees 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.
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. For all newly hired armed SLEOs, the District will reimburse the initial purchase of a holster following submission of a receipt, not to exceed \$400.

B. Inclement Weather Clothing

1. For regular (full-time custodial, SLEO/Security Personnel, grounds, garage and utility Personnel required to work in inclement weather conditions the BOARD will furnish a full set of foul weather clothing as follows:
 - a. Personnel must sign for and be responsible for the articles issued to them.
 - b. Personnel must reimburse the BOARD for lost articles and/or for articles damaged through negligence or misuse.

- c. To obtain replacement, the damaged or worn out set must be turned in. If all or any part thereof is not turned in, the Employee is to pay for replacement with BOARD retaining ownership of same.
- d. Upon termination of employment, Employees are to return all articles issued and signed for. The Employee to be financially liable for set or any part thereof not returned.
- e. Custodian, Groundsmen and Mechanics shall be eligible to substitute part of their regular work clothes allowance for a winter jacket.
- f. The BOARD will provide two (2) sets of coveralls, gloves, and boots for garbage truck drivers.

C. Tools

1. 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. Mechanic helpers and grounds employees who are required to use hand tools will receive a \$200.00 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/Grounds

1/4", 3/8", 1/2" socket set from 1/4" socket	Allen keys 1/4" to 3/8"
Standard to 1 1/4" shallow and deep 3/8" to 15/16"	and hacksaw
Impact 6-point 3/8" to 1 1/4"	Plus roll-around tool cabinet
3/8" and 1/2" air gun	Flat chisels 1/4" to 1"
1/4" to 1 1/4" combination wrenches	Engineer hammer – 40 ounce
1/4" to 1 1/4" open-end wrenches	Ball peen hammers – 8 and 16 ounce
Screw drivers #1, #2, #3, Phillips head	Starter punches 1/4" to 5/8"
Screw drivers 1/4" to 5/8" flat blade	Plus roll-around tool cabinet
Pliers, wire cutters, vise grip and slip joint style	

2. Each Employee whose job requires the use of hand tools is expected to have adequate hand tools in his/her possession each day he/she is on the job. Mechanic/Mechanic Helper and Grounds.
- D. The BOARD shall have the right to designate those Employees who shall be required to wear safety shoes in the performance of their duties. The Board will allow the approve individuals identified by this collective bargaining agreement two hundred fifty dollars (\$250.00) per year shoe allowance for shoes that meet all OSHA requirements. It is the sole responsibility of the employee to ensure the purchased foot ware meets OSHA regulations. Receipts must be submitted for shoes in order for reimbursement to be made. Reimbursement will only be made for steel tipped shoes that meet OSHA safety shoe regulations.

E. Tuition Reimbursement:

The Board shall establish a fund to reimburse employees for the tuition costs of course/workshop credits subject to the following conditions:

1. Employees must obtain advance approval in order to be eligible. Applications for tuition reimbursement, including the coursework/training that pertains to the pursuit of a CDL "A" license, must be submitted in writing a minimum of 60 days prior to a course and 30 days for a workshop.
2. The workshop/course request should be submitted to the individual's direct supervisor who will approve or deny the request. If approved by the supervisor, the request will be forwarded to the Superintendent of Schools for approval.
3. The Superintendent of Schools, may, at his/her discretion, approve courses or workshops, which will benefit the District, and are related to the Employee's work, and for which funds are available.
4. The application must include:
 - Course/Workshop name;
 - Course/Workshop description;

- Narrative how the course relates to the individual's present job duties.
5. The Board shall set aside a maximum of \$5,000 annually for tuition reimbursement pursuant to this program. The maximum amount of reimbursement shall not exceed \$2,500 for any one course or workshop.
 6. The approval process is not arbitrable and the Superintendent's decision is final.

ARTICLE XXI SEVERANCE PAY

- A. An Employee who terminates employment after ten (10) or more years of service shall be eligible to convert accumulated personal leave days to severance pay on a one-for-one basis at the Employee's then current per diem rate of pay.
- B. Any Employee who retires and receives a PERS pension check after ten (10) or more years of service shall be eligible to convert accumulated sick leave days to severance pay under the following:
 1. Any Employee who retires and receives PERS pension checks after ten (10) or more years of service shall be paid for accumulated sick leave in the following manner:
 2. Notice of retirement, in writing, must be submitted to the BOARD of Education. If the notice is provided before February 1st, the payment under this section shall be made in the following July. If such notice is provided on or after February 1st, the payment under this section shall be made in the second July following the retirement date.
 3. All sick leave days accumulated by an Employee shall be paid on a one-for-one day's basis at the Employee's then current per diem rate. The maximum payment herewith shall be \$25,000. Notwithstanding the foregoing, the maximum payment for those Employees under B whose value of sick leave days accumulated as of the date of ratification of the 1998-2001 Agreement, (March 13th, 1999), shall be \$25,000 or the actual value of the days at that time, whichever is higher.
 4. All sick leave days accumulated by an Employee hired on or after the date of ratification of the 1998-2001 Agreement, (March 13th, 1999), who has ten (10) years of service at the time of retirement, shall be paid on a one-for-two day's basis at the Employee's then current per diem rate up to a maximum payment of \$15,000.
- C. If an Employee passes away, his/her accrued vacation and sick time will be paid to their estate/next of kin.
- D. If a transportation employee is non-renewed due to a reduction in force and is subsequently re-employed by the BOARD in the same position, that employee shall be placed on the same salary step the employee was on at the time of the non-renewal.

ARTICLE XXII WORK RULES

The BOARD shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement with thirty (30) days notification to the UNION in writing.

ARTICLE XXIII DISCIPLINARY PROCEDURE

- A. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation against them and may appeal such action through the grievance procedure provided under this Agreement. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the Employees of the Board. They are as follows:

1. A written reprimand to be placed in the Employee's Personnel file to be applied in the case of minor offenses. The Board shall furnish the Employee and the Union with a copy of the reprimand. The Employee shall be required to sign the file copy for the sole purpose of acknowledging that he has received his copy.
2. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the Employee concerned. They shall be applied in cases of a first serious offense or continued or repeated minor ones: all suspensions shall be in accordance with the provisions of Article X of this Agreement. Appeals from disciplinary action shall be made in accordance with the grievance procedure.
3. Discharge in accordance with the provisions of Article X of this Agreement.

ARTICLE XXIV HEALTH INSURANCE

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 30 hours per week and whose workload is reduced below 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 who voluntarily reduce their workload below the respective applicable hour threshold, or who refuse a 30 hour or more workload, will lose their eligibility for benefits, are not eligible for benefits until they take a permanent thirty (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. 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 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.

Teamsters employees are not eligible for a payment when opting out of insurance coverage.

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:

Single	4%
Parent/Child	5%
Two Adults	5%
Family	6%

5. 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.
6. All eligible Teamster employees will contribute the appropriate percentages prescribed 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.

ARTICLE XXV
TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from July 1st, 2021 through June 30th, 2024.
- B. In the absence of written notice, no more than ninety (90) days, nor less than eighty (80) days prior to the expiration date by either party, this Agreement shall automatically be renewed for a period of another year, and from year to year thereafter, until such time as the appropriate notice is given prior to the annual expiration date.

ARTICLE XXVI
WAGES

Salaries for all employees shall be in accordance with the salary guides or rate schedules annexed hereto. (For full time twelve (12) month employees all work will be paid based on 2080 hours calculation for all regular scheduled contracted work days or any pro-rated portion thereof.)

Salary 2021-2024: increase total agreed-upon salary bases by 3.5% per contract year for all members of the bargaining unit, with salary guide distribution to be developed mutually by the parties. All increases are inclusive of increment.

ARTICLE XXVII
COMPLETENESS OF AGREEMENT

This Agreement represents and incorporates the complete and final understanding by the parties on all bargainable issues, which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

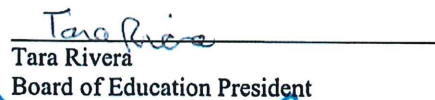
IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, set their hands and seal this 25 day of AUGUST, 2021.

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 97


_____, President


Patrick Guaschino,
Vice President

JACKSON BOARD OF EDUCATION


Tara Rivera
Board of Education President


Michelle Richardson
Business Administrator/Board Secretary

SCHEDULE "A"

HOURLY RATE SALARY GUIDES

Hourly Rate for Custodians/Food Service Truck Driver

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
0	17.09	1	17.69	18.31	18.95
1	17.21	2	17.81	18.44	19.08
2	17.33	3	17.94	18.56	19.21
3	17.45	4	18.06	18.69	19.35
4	17.58	5	18.20	18.83	19.49
5	17.73	6	18.35	18.99	19.66
6	17.95	7	18.58	19.23	19.90
7	18.19	8	18.83	19.49	20.17
8	18.31	9	18.95	19.61	20.30
9	18.49	10	19.14	19.81	20.50
10	19.92	11	20.62	21.34	22.09
11	21.38	12	22.13	22.90	23.70
12	22.83	13	23.63	24.46	25.31
13	23.94	14	24.78	25.65	26.54
14	25.98	15	26.89	27.83	28.80
15	26.60	16	27.53	28.49	29.49
16	27.42	17	28.38	29.37	30.40
17	28.22	18	29.21	30.23	31.29
18	28.24	19	29.23	30.25	31.31

*** All staff members on this scale will move up one step from the 2020-2021 guide for the 2021-2022 school year, and then laterally from the 2021-2022 salary rate for succeeding school years. For example, a staff member at Step 3 in 2020-2021 will move to Step 4 in 2021-2022, and then remain at Step 4 in 2022-2023 and 2023-2024.**

***Step 0 will be eliminated beginning with the 2021-2022 school year .**

SCHEDULE "A"

HOURLY RATE SALARY GUIDES

Hourly Rate for Part-Time Custodian

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
0	17.09	1	17.69	18.31	18.95
1	17.21	2	17.81	18.44	19.08
2	17.33	3	17.94	18.56	19.21
3	17.45	4	18.06	18.69	19.35
4	17.58	5	18.20	18.83	19.49
5	17.73	6	18.35	18.99	19.66
6	17.95	7	18.58	19.23	19.90
7	18.19	8	18.83	19.49	20.17

*** All staff members on this scale will move up one step from the 2020-2021 guide for the 2021-2022 school year, and then laterally from the 2021-2022 salary rate for succeeding school years. For example, a staff member at Step 3 in 2020-2021 will move to Step 4 in 2021-2022, and then remain at Step 4 in 2022-2023 and 2023-2024.**

***Step 0 will be eliminated beginning with the 2021-2022 school year.**

SCHEDULE "A"

HOURLY RATE SALARY GUIDES

Mechanics and Grounds Salary Guide

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
0	18.30	1	18.94	19.60	20.29
1	18.40	2	19.04	19.71	20.40
2	18.50	3	19.15	19.82	20.51
3	18.62	4	19.27	19.95	20.64
4	18.71	5	19.36	20.04	20.74
5	18.82	6	19.48	20.16	20.87
6	18.95	7	19.61	20.30	21.01
7	19.05	8	19.72	20.41	21.12
8	19.18	9	19.85	20.55	21.27
9	19.35	10	20.03	20.73	21.45
10	20.82	11	21.55	22.30	23.08
11	22.25	12	23.03	23.83	24.67
12	23.70	13	24.53	25.39	26.28
13	25.15	14	26.03	26.94	27.88
14	26.59	15	27.52	28.48	29.48
15	28.04	16	29.02	30.04	31.09
16	28.22	17	29.21	30.23	31.29
17	28.44	18	29.44	30.47	31.53
18	28.56	19	29.56	30.59	31.66
19	29.29	20	30.32	31.38	32.47
20	29.81	21	30.85	31.93	33.05

*** All staff members on this scale will move up one step from the 2020-2021 guide for the 2021-2022 school year, and then laterally from the 2021-2022 salary rate for succeeding school years. For example, a staff member at Step 3 in 2020-2021 will move to Step 4 in 2021-2022, and then remain at Step 4 in 2022-2023 and 2023-2024.**

***Step 0 will be eliminated beginning with the 2021-2022 school year.**

SCHEDULE "A"**HOURLY RATE SALARY GUIDES****Food Service Salary Guide**

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
1	12.00	1	13.00	14.00	15.00
2	12.11	2	13.08	14.05	15.01
3	12.21	3	13.15	14.08	15.02
4	12.32	4	13.22	14.13	15.03
5	12.38	5	13.25	14.17	15.05
6	12.55	6	13.39	14.24	15.09
7	12.74	7	13.56	14.38	15.21
8	13.42	8	14.25	15.08	15.92
9	13.72	9	14.53	15.35	16.17
10	15.05	10	15.90	16.76	17.63
11	16.50	11	17.39	18.30	19.21
12	17.02	12	17.90	18.79	19.70
13	17.67	13	18.55	19.44	20.34
14	18.33	14	19.20	20.09	20.99
15	19.71	15	20.61	21.52	22.45
16	20.19	16	21.07	21.97	22.88
17	20.68	17	21.54	22.42	23.33
18	21.34	18	22.17	23.03	23.91
19	21.34	19	22.17	23.03	23.91
20	21.87	20	22.67	23.50	24.35
21	22.25	21	23.03	23.83	24.67

*** All staff members on this scale will remain at their 2020-2021 salary step throughout the life of this contract and will move laterally through the guide.**

SCHEDULE "A"

HOURLY RATE SALARY GUIDES

Utility/Security/Mechanic Helper/SLEO Salary Guide

Base Year Step	2020-2021	New Step	2021-2022	2022-2023	2023-2024
0	15.89	1	16.45	17.02	17.62
1	16.08	2	16.64	17.23	17.83
2	16.29	3	16.86	17.45	18.06
3	16.49	4	17.07	17.66	18.28
4	16.69	5	17.27	17.88	18.50
5	16.89	6	17.48	18.09	18.73
6	17.10	7	17.70	18.32	18.96
7	17.23	8	17.83	18.46	19.10
8	17.33	9	17.94	18.56	19.21
9	17.74	10	18.36	19.00	19.67
10	19.18	11	19.85	20.55	21.27
11	20.64	12	21.36	22.11	22.88
12	22.09	13	22.86	23.66	24.49
13	22.88	14	23.68	24.51	25.37
14	23.49	15	24.31	25.16	26.04
15	23.94	16	24.78	25.65	26.54
16	25.06	17	25.94	26.84	27.78
17	25.98	18	26.89	27.83	28.80
18	26.65	19	27.58	28.55	29.55

*** All staff members on this scale will move up one step from the 2020-2021 guide for the 2021-2022 school year, and then laterally from the 2021-2022 salary rate for succeeding school years. For example, a staff member at Step 3 in 2020-2021 will move to Step 4 in 2021-2022, and then remain at Step 4 in 2022-2023 and 2023-2024.**

***Step 0 will be eliminated beginning with the 2021-2022 school year.**

Schedule B: Chapter 78 Insurance Deduction Schedule

*Member contribution towards Health Benefits must be the greater of 1.5% of base salary or the contribution defined on the chart below.

Single Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$20,000	\$356.40
\$20,000 – \$24,999	\$435.60
\$25,000 - \$29,999	\$594.00
\$30,000 - \$34,999	\$792.00
\$35,000 - \$39,999	\$871.20
\$40,000 - \$44,999	\$950.40
\$45,000 - \$49,999	\$1,108.80
\$50,000 - \$54,999	\$1,584.00
\$55,000 - \$59,999	\$1,821.60
\$60,000 - \$64,999	\$2,138.40
\$65,000 - \$69,999	\$2,296.80
\$70,000 - \$74,999	\$2,534.40
\$75,000 - \$79,999	\$2,613.60
\$80,000 - \$94,999	\$2,692.80
More than \$95,000	\$2,772.00

Husband and Wife Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$25,000	\$554.40
\$25,000 - \$29,999	\$712.80
\$30,000 - \$34,999	\$950.40
\$35,000 - \$39,999	\$1,108.80
\$40,000 - \$44,999	\$1,267.20
\$45,000 - \$49,999	\$1,584.00
\$50,000 - \$54,999	\$2,376.00
\$55,000 - \$59,999	\$2,692.80
\$60,000 - \$64,999	\$3,326.40
\$65,000 - \$69,999	\$3,643.20
\$70,000 - \$74,999	\$4,118.40
\$75,000 - \$79,999	\$4,276.80
\$80,000 - \$84,999	\$4,435.20
\$85,000 - \$99,999	\$4,752.00
More than \$100,000	\$5,544.00

Parent and Child Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$25,000	\$543.48
\$25,000 - \$29,999	\$698.76
\$30,000 - \$34,999	\$931.68
\$35,000 - \$39,999	\$1,086.96
\$40,000 - \$44,999	\$1,242.24
\$45,000 - \$49,999	\$1,552.80
\$50,000 - \$54,999	\$2,329.20
\$55,000 - \$59,999	\$2,639.76
\$60,000 - \$64,999	\$3,260.88
\$65,000 - \$69,999	\$3,571.44
\$70,000 - \$74,999	\$4,037.28
\$75,000 - \$79,999	\$4,192.56
\$80,000 - \$84,999	\$4,347.84
\$85,000 - \$99,999	\$4,658.40
More than \$100,000	\$5,434.80

Family Coverage

Employee Salary	Annual Employee Contribution for Medical, Prescription, and Dental
Less than \$25,000	\$596.16
\$25,000 - \$29,999	\$794.88
\$30,000 - \$34,999	\$993.60
\$35,000 - \$39,999	\$1,192.32
\$40,000 - \$44,999	\$1,391.04
\$45,000 - \$49,999	\$1,788.48
\$50,000 - \$54,999	\$2,384.64
\$55,000 - \$59,999	\$2,782.08
\$60,000 - \$64,999	\$3,378.24
\$65,000 - \$69,999	\$3,775.68
\$70,000 - \$74,999	\$4,371.84
\$75,000 - \$79,999	\$4,570.56
\$80,000 - \$84,999	\$4,769.28
\$85,000 - \$89,999	\$5,166.72
\$90,000 - \$94,999	\$5,564.16
\$95,000 - \$99,999	\$5,762.88
\$100,000 - \$109,999	\$6,359.04
More than \$110,000	\$6,955.20