

**AGREEMENT**  
**BETWEEN**  
**JACKSON BOARD OF EDUCATION**  
**AND**  
**TEAMSTERS LOCAL 97**  
**MAINTENANCE & TRADESMEN**  
**OF**  
**NEW JERSEY**

**Effective: July 1, 2021**

**Expires: June 30, 2024**

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## 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 the following positions; 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.

Maintenance employees, excluding the Supervisors and any clerical personnel that are or may be assigned to Maintenance.

This recognition does not include the Superintendent of Schools, Assistant Superintendent of Schools, Director of Human Resources, 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 its 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 Stewards, elected or the stewards 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 Superintendent or designee and one (1) copy to the Union Representative within five (5) working days following the determination by the Department Head.
2. The Superintendent or designee shall meet with the Union Steward within five (5) working days after the receipt of the grievance to discuss the matter. The Director of Human Resources 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 Superintendent's or designee'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 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 meeting with the Union Steward. 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 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 Employer terminates any Employee during the work year with just cause, 14 days' notice of termination 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

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:  $7 \frac{1}{2}$  months X .8 = 6 days. This calculation does not apply to the following years

of employment.

3. Vacation time is allotted to July 1<sup>st</sup>. Employees are prorated days based on their anniversary date of hire.
4. Maintenance Personnel will not be granted vacation time during the five (5) workdays before the close of schools in June and during the first five (5) days that the schools are open in September. Exceptions may be granted with the approval of the Facilities Director or Business Administrator.
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**

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 (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 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

**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 (2) 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 (2) hours prior to the start of their shift to provide notice of the absence. Employees will be notified at the beginning of each school year as to the Supervisor they are required to call.
3. Employees shall be notified on or before October 1<sup>st</sup> 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 (3) or more consecutive days, or when the sick day is taken immediately before or after a scheduled day off on the Jackson School District calendar. Medical documentation may be required at any point should there be a perceived pattern of abuse.

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. (Injuries on the job should be reported to Workers' Compensation Coordinator whether or not medical treatment is needed)

Failure to follow this procedure in its entirety will void any workers' 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

The undefined holidays shall be established at the time that the school calendar is published but not later than the preceding May 30<sup>th</sup>. 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.

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  
MAINTENANCE

- A. Maintenance 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. Maintenance 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 member and will be guaranteed a minimum of three (3) hours pay at their overtime rate. This pay will start from time of arrival at the located district emergency and will include rectifying the emergency and/or other duties as assigned by a supervisor in the Buildings and Grounds Department. 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.

D. Remote Days

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.

E. Stipends

1. Maintenance Employees with at least five (5) years of experience in the trade that they were hired for, who possess trade skill as electricians, carpenters, plumbers, or HVAC specialists in accordance with the following criteria, shall receive a stipend of \$4,000.00 added to the employee's base salary. Employees will only be eligible for the trade stipend for the area(s) of expertise for which they have been hired.
  - a. Currently possesses or has possessed a license in a given trade, plus five years work experience in the trade – OR –
  - b. The ability to demonstrate, by way of documentation, ten (10) years consecutive work experience in a specific trade recognized by the Board. Accepted documentation shall include, but not be limited to the following:

- i. Currently held license
  - ii. Retired license in good standing
  - iii. Business tax returns
  - iv. Certificates of completed courses of study in a given trade
  - v. Proof of business
  - vi. Documentation from a recognized trade union
  - vii. Any other documentation deemed appropriate by the BOARD to support experience requirements
2. All lead maintenance personnel stipends shall be added to the Employee's base salary. The lead maintenance stipend shall be three thousand dollars (\$3,000) for 2021-2024.
  3. Effective July 1<sup>st</sup>, 2005, all full time Employees whose regular work shift begins at 2:00 p.m. or later, or who are shift workers including Saturday and Sunday, shall receive an annual shift differential of \$600.00 which shall be added to their base pay.
  4. Anyone hired before July 1, 2007 shall be eligible for a \$300 stipend for possessing a black seal license.

**E. Overtime**

1. All Employees shall work within their classification. Overtime shall be offered within classification for Maintenance Employees on a seniority rotation basis. All maintenance overtime assigned due to a specific trade will not affect the overtime list. A rotation log for all eligible overtime will be kept in the supervisor's office and made available to the shop steward upon request.
2. All maintenance overtime pertaining to a school repair will be offered to Maintenance Employees currently working within that school location on a seniority rotation basis. If these Employees decline overtime offered, said overtime will revert back to BOARD seniority list. Acceptance or refusal of overtime will not change their standing in BOARD rotation.
3. In cases where overtime assignments require a specific skill, the overtime may be assigned to Employees possessing the necessary skills.
4. Overtime rate will only be paid once an employee has met the forty (40) hour per week work requirement.
5. Personal, sick and vacation days will be used when calculating overtime.
6. All work performed in excess of twelve (12) consecutive hours shall be compensated at the double time (2X) rate.

**ARTICLE XIV**  
**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 1<sup>st</sup> 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 30<sup>th</sup> following eligibility. Employees, who terminate employment prior to November 15, will not be eligible for the November 30<sup>th</sup>

longevity payment. Eligible Employees on paid leaves of absence or workers compensation will also receive their longevity stipend by November 30<sup>th</sup>.

Anyone hired after January 15, 2008 will no longer be eligible for longevity.

## ARTICLE XV 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.

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. 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 XVI POSTING PROCEDURES

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 the Maintenance Building 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 internal candidates who bid for the open position and are qualified for such position consistent with controlling decisional law.
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 may bid on other posted positions during their probationary period. Should any employee receive and accept another position during the one hundred twenty (120) days probationary period, the probationary period will restart with that new position and the employee will be required to complete another 120 days in the new position.
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.
9. The shop steward shall be supplied with all postings. All postings shall be provided to each school building for posting. Postings shall include position and hours of employment.

**ARTICLE XVII**  
**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 twelve-month period.
3. Maintenance Employees may substitute one (1) pants and one (1) shirt for a jacket.

**B. Inclement Weather Clothing**

1. For regular (full-time maintenance 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. Maintenance personnel shall be eligible to substitute part of their regular work clothes allowance for a winter jacket.

**C. Tools**

1. Maintenance Employees who are required to use hand tools will receive a \$125.00 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 Maintenance Employee shall maintain a minimum number of tools as listed below.

**Maintenance Employees**

Pliers	Hammer	Nut Driver Set	Voltage Meter
Cutting Pliers	Hacksaw	Adjustable Wrenches	8" Pipe Wrench
Screwdrivers	Allen Wrench Set	Sheetrock Knife	Punch Set
Tape Measure (min. 15' long)			

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.

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 approved individuals identified by this collective bargaining agreement up to two hundred and 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 footwear 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. The Board will also approve insoles for those employees who wish to purchase them. Insoles must be purchased from our approved footwear vendor.

E. Tuition Reimbursement

The Board shall establish a fund to reimburse teamsters 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 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 \$1,000 annually for tuition reimbursement pursuant to this program.
6. The approval process is not arbitrable and the Superintendent's decision is final.

ARTICLE XVIII  
SEVERANCE PAY

A. Any Employee who retires and receives PERS pension checks 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 1<sup>st</sup>, the payment under this section shall be made in the following July. If such notice is provided on or after February 1<sup>st</sup>, the payment under this section shall be made in the second July following the retirement date.
3. Upon retirement, sick leave days accumulated by all employees hired prior to March 13, 1999 will be paid on a one-for-one basis at the employee's then current per diem rate. The maximum payment shall be \$25,000. All sick leave days accumulated by an Employee hired on or after the date of ratification of the 1998-2001 Agreement (March 13<sup>th</sup>, 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.

B. If an Employee passes away, his/her accrued vacation and sick time will be paid to their estate/next of kin, provided the employee began employment in the District prior to May 21, 2010 and the payment is authorized by law.

ARTICLE XIX  
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 XX  
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.
- B. An Investigator Review Committee shall be established to determine preventability for vehicular accidents. The committee shall have access to the guidelines established by the National Safety Council. The committee shall be composed of the Director of Human Resources for Personnel, the Department Head and two representatives of the UNION.

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 and eligible for health insurance as of that date. Employees hired to a benefit-eligible position after July 1, 2021 must work a minimum of 30 hours per week in order to be eligible for health insurance under this Agreement. Any such Employee however, who works at least 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.



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 XXII  
TERMINATION AND EXTENSION OF AGREEMENT

- A. The term of this Agreement shall be from July 1<sup>st</sup>, 2021 through June 30<sup>th</sup>, 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 XXIII  
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 school 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.


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.

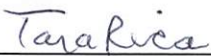
IN WITNESS WHEREOF, the parties have, by their duly authorized representative set their hands and seal this 25 day of AUGUST, 2021.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 97

  
\_\_\_\_\_  
John J. Kerow, 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**

<b>Base Year Step</b>	<b>2020-2021</b>	<b>New Step</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
0	\$ 18.30	1	18.94	19.60	20.29
1	\$ 18.39	2	19.03	19.70	20.39
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 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**

<b>Employee Salary</b>	<b>Annual Employee Contribution for Medical, Prescription, and Dental</b>
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**

<b>Employee Salary</b>	<b>Annual Employee Contribution for Medical, Prescription, and Dental</b>
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**

<b>Employee Salary</b>	<b>Annual Employee Contribution for Medical, Prescription, and Dental</b>
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**

<b>Employee Salary</b>	<b>Annual Employee Contribution for Medical, Prescription, and Dental</b>
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