BRIDGETON PUBLIC SCHOOLS

Bridgeton, New Jersey

AGREEMENT BETWEEN BRIDGETON BOARD OF EDUCATION AND TEAMSTERS LOCAL 676 BRIDGETON BOARD OF EDUCATION MAINTENANCE

FOR SCHOOL YEARS 2021-2024
(Beginning July 1, 2021, ending June 30, 2024)

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This Agreement between the BRIDGETON BOARD OF EDUCATION, Bridgeton, New Jersey, and TEAMSTERS LOCAL 676 and Bridgeton Board of Education Maintenance, affiliated with the International Brotherhood of Teamsters, on behalf of the maintenance employees of the Bridgeton Public School District; represents the complete agreement between the parties:

- 1. Maintenance employees will receive compensation in the following manner for the contract period:
- (a) For the contract year July 1, 2021 through June 30, 2024.
- (b) Compensation for the contract years 2021-2024 will be at the following hourly rate:

2021-2022 \$44.09

2022-2023 \$45.32

2023-2024 \$46.59

Maintenance Class B employees will receive a 2.8% increase; starting rate will be \$50,500.

- (c) A shift differential will be paid, by the employer, at the rate of \$0.60 per hour or \$4.80 per day for the second or third shift.
- (d) Individuals hired as maintenance personnel and classified as "new hire" will be paid at 75% of current rate for their first year, 85% of current rate for their second year. New hires will be paid full rate for their third year. However, the Board, at its sole discretion, may hire new employees at either 85% or full rate at any time.
- (e) Maintenance persons called into work from home shall be paid a minimum of two-hour overtime.
- 2. Employees will receive their paychecks on the fifteenth (15th) and thirtieth (30th) day of each month or the last working day prior to the regular payday.
- 3. When the Board operates on a four-day work week in the summer, the maintenance staff will also work a four-day week and overtime pay will not begin until completion of a forty (40) hour week, but such overtime payment will not pyramid. Time and one-half will be paid for overtime after forty (40) hour week of actual hours worked, but such overtime payment will not pyramid. Double time will be paid for at work performed on Sunday if forty (40) hours, exclusive of overtime, has been worked during the work week. Overtime calculations shall also include vacation, personal and holiday usage, but not sick time usage.
- 4. The Board recognizes the principle of seniority and shall give preference in the case of promotional opportunities to positions other than that of Supervisor of Buildings and Grounds and Assistant Supervisor of Buildings and Grounds, layoff, preferred assignments and extra compensation duties to the senior employee who has the ability to meet the qualifications established by the Board. The Board reserves to itself solely the right to set hiring standards, to hire, to establish criteria for the various positions and to have qualifications considered in the selection of personnel for these positions.

- 5. The following grievance procedure is established as Board Policy:
- (a) Any employee who has a grievance) within ten (10) working days, may either first discuss it with the Supervisor of Buildings and Grounds or may bring the grievance to the attention of the Union and request representation in any discussions with the Supervisor.
- (b) If the employee and/or the Union do not obtain a satisfactory resolution of the grievance with the Supervisor, the grievance, within ten (10) working days, shall be put in writing and sent to the Business Administrator who shall, within a reasonable time after the receipt of the grievance, meet with the aggrieved employee and a representative of the Union and within five (5) working days thereafter, submit a written decision to the Union and the aggrieved employee.
- (c) If the employee and the Union are dissatisfied with the decision of the Business Administrator, they may appeal to the Superintendent. Such appeal shall be in writing, shall state the nature of the grievance and the adjustment requested, and shall be filed with the Secretary of the Board within ten (10) working days after receipt of the Business Administrator's reply. Within ten (10) working days after receipt of such appeal, the employee and representatives of the Union shall be afforded a meeting with the Superintendent. Within ten (10) working days after such meeting, the Superintendent shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for the decision.
- (d) If the employee and the Union are dissatisfied with the decision of the Superintendent, they may request within ten (10) working days after the Superintendent's reply, that the complete file be delivered to the Board. Within ten (10) working days after receipt of the file, the employee and representatives of the Union shall be afforded a hearing before the Board, or at t the option of the Board, a committee composed of members Of the Board. Within ten (10) working days after such meeting. the Board shall advise the employee and the Union of its decision, which shall be in writing and shall contain the basis for that decision.
- (e) In the event of a grievance involving discipline or discharge the following will be the procedure followed within ten (10) working days after Step (c) of this Grievance Procedure.
 - (1) If the employee and the Union are dissatisfied with the decision of the Superintendent, they may request that the complete file be delivered to the Board.
 - (2) Within ten (10) working days after receipt of the file, a committee composed of members of the Board, will afford a hearing to the employee and representatives of the Union.
 - (3) Either the Board or the Union may consult such advisors as they deem desirable and may have them present at the meeting to ensure that such discharge or discipline Is for just cause only.

- (4) Within ten (10) working days: after such meeting, the Board shall advise the employee and the Union of the decision, which shall be in writing and shall contain the basis for the decision.
- (f) The Board and the Union shall be responsible for their own cost incurred under (e) above.
- If the Business Agent of the Union and the Board of Education cannot reach a satisfactory agreement on any disputed issue, including discipline or discharge, then the grievance shall be submitted to the New Jersey Public Employment Relations Commission ("NJ PERC") for disposition through an arbitration hearing. The Decision of the Arbitrator shall be binding on the parties. Both parties shall equally bear the costs for the Arbitrator's services. All other costs associated with the Arbitration shall be paid by the Union and the Board separately.
- 6. For the absence due to a death of an employee's immediate family (i.e. mother, father, father-in-law, mother-in-law, stepfather, stepmother, grandparent, sibling, grandchild, son-in-law, daughter-in-law), the employee will receive three (3) days on or about the time of death and/or the day of the funeral.

For the death of a spouse or child, the employee will receive five (5) days on or about the time of death and/or the day of the funeral.

All other family members, including nephew, niece, cousin, aunt, uncle, brother-in-law, and sister-in-law will be one (1) day for the date of the funeral. The procedure for requesting these days must follow Board policy.

7. After twenty (20) years of employment, the Board will give five (5) weeks vacation with pay. After ten (10) years of employment the Board will give four (4) weeks vacation with pay. Vacation may be taken at any time during the year except the Winter and Spring Recess. No more than two (2) employee may take a vacation at the same time unless mutually agreed to by the employee and School Business Administrator. After six (6) months of probationary period, new employees will accrue one (1) day for each month worked, excluding while serving under a probationary period. Days earned are to be taken during the regular vacation periods. After one full year of service, each maintenance employee will receive two (2) weeks of paid vacation after the first full year of service effective the 2013-2014 school year, and after five (5) years of service each maintenance employee will receive three (3) weeks of paid vacation. All existing employees will be grandfathered.

If a holiday falls within the employee's vacation period, he shall receive an additional day's vacation. No leaves of absence shall be granted within the first ten (10) days of the commencement of the student's school year or during the last ten (10) days of the student's school year.

8. The following are paid holidays:

New Year's Day Lincoln's Birthday Columbus Day Veteran's Day Good Friday Memorial Day Juneteenth

Thanksgiving Day Day after Thanksgiving

Christmas Day

Independence Day

Day before Christmas

Labor Day

Martin Luther King's Birthday

- If any holiday as herein specified falls on a Sunday, it will be celebrated on the following (a) Monday. If Christmas falls on a Saturday, it will be celebrated on the following Monday
- Veterans' Day will be celebrated in accordance with the school district calendar. (b)
- The School Board shall check off dues from the pay of those employees who sign 9. appropriate authorization cards for such check off of dues. The deducted dues payments shall be sent to Teamsters Local Union No. 676, 101 Crescent Boulevard, Collingswood, NJ 08108.
- Anything to the contrary notwithstanding, nothing contained in any section, paragraph or 10. sub-section of this Collective Bargaining Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights that are expressly required by law, the courts or administrative interpretation as mandatory to be retained by the Board.
- The Board shall provide medical coverage equivalent to the New Jersey School Employee 11. Health Benefit Program with a provider at the discretion of the Board for the employee, family and dependent coverage where eligible. Employee contributions shall be at Tier 4 of the Chapter 78 employee contribution table for the entire term of the successor collective bargaining agreement. Such premium payments shall be for the full twelve (12 month) period of the coverage year. To be eligible for the benefits set forth in this article, unit employees must work a minimum of 30 hours per week.
- Design 8: \$10 Primary Care Physician Copay, \$10 Specialist Copay, \$50 Emergency Room Copay, \$ 100 Outpatient Surgery Copay.
- Design 9: \$15 Primary Care Physician Copay, \$20 Specialist Copay, \$50 Emergency Room Copay, \$100 Outpatient Surgery Copay
- Urgent Care Copay remains the same as Specialist Copay
- Core A- \$25 Primary Care Physician Copay, \$40 Specialist Copay \$100 Emergency Room Copay, \$200 Inpatient Copay (5 days max).
- Core B-\$20 Primary Care Physician Copay, \$30 Specialist Copay, \$100 Emergency Room Copay, \$100 Inpatient Copay (5 days max).

On July 1, 2020, Governor Murphy signed P.L. 2020, Chapter 44, which will reduce the health care contributions for certain school employees who elect the newly created New Jersey Educators Health Plan (NJEHP) or the Garden State Health Plan (GSHP). The GSHP will be available January 1, 2022 for employees hired on or after July 1, 2021. Employees hired on or after July 1, 2020 will also have the option to enroll in the New Jersey Educators Health Plan (NJEHP). Employees hired prior to July 1, 2020 will be enrolled in the NJEHP unless that member affirmatively elects to waive coverage, or affirmatively elects to remain enrolled in the New Jersey School Employee Health Benefit Program plans. Such premium payments shall be for the full twelve (12) month period of the coverage year, and continue every year thereafter for all employees covered by this Agreement.

If two spouses/domestic partners are employed by the Board, neither spouse/partner can have coverage as both a subscriber and a dependent under the District's health plan, and only one of the spouses/partners can cover eligible children.

12. The Board agrees to pay full family drug and prescription plan (Retail Copay \$10 Generic/\$20 Preferred Brand, Mail Order Copay \$10 Generic/\$20 Preferred Brand; Mandatory Mail Order for Maintenance Medications/Mandat01y Mail Order for Specialty Medications Program) for all employees. Employee contributions will remain at tier four of the Chapter 78 employee contribution table. Carrier to be named by the Board.

On July 1, 2020, Governor Murphy signed P.L. 2020, Chapter 44, which will reduce the health care contributions for certain school employees who elect the newly created New Jersey Educators Health Plan (NJEHP) or the Garden State Health Plan (GSHP). The GSHP will be available January 1, 2022 for employees hired on or after July 1, 2021. Employees hired on or after July 1, 2020 will also have the option to enroll in the New Jersey Educators Health Plan (NJEHP). Employees hired prior to July 1, 2020 will be enrolled in the NJEHP unless that member affirmatively elects to waive coverage, or affirmatively elects to remain enrolled in the New Jersey School Employee Health Benefit Program plans.

- 13. The Board shall provide Full Family Dental Plan for all eligible employees in the bargaining unit. Carrier to be named by the Board. Employee contributions will remain at tier four of the Chapter 78 employee contribution table. Said plan shall provide the following:
- (1) 100%/50%/50% Plan:
 - *100% Preventative & Diagnostic
 - *50% Treatment & Therapy, Periodontal, Oral Surgery(basic)
 - *50% Prosthodontics, On lays/Crowns, Orthodontia
- (2) \$50 Single/\$150 Family Deductible
- (3) \$1,000 Maximum Benefit for each family member per year
- (4) Orthodontic Coverage not to exceed a maximum of \$1,500 per lifetime.
- 14. An employee may elect to forego medical health benefits (not including prescription and dental) and receive a cash payment of \$4,500 at the end of June each school pursuant to the provisions outlined below. Said payment is not part of the employee's salary nor is it pensionable. The Board shall establish a Section 125 plan. The individual unit member is responsible for ail tax liability.
 - The employee must opt out of the medical insurance for the entire school year to be eligible for the \$4,500 payment.
 - The employee must demonstrate, in writing that he/she has alternative health coverage prior to opting out.
 - An employee who opt out may only restore coverage during the course of the year in which insurance coverage was declined based upon the provisions outlined

below.

An employee who is hired after July 1st of each year may waive benefits for the balance of the school year and receive a prorated payment.

An employee who has waived his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship and without exemption for preexisting conditions.

Reentry to medical health benefit coverage for reason of hardship applies in the following situations that result in the loss of medical health benefits coverage through the employee's spouse:

- Termination of employment (proof of termination of benefits required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminated benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived his/her medical health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

The BOE agrees that, if, during the term of this collective bargaining agreement, any other employee labor organization is giving an economic enhancement to their overall compensation by way of elimination, reduction, or freeze of healthcare insurance premium contributions, then the BOE will extend that same economics benefits to Teamsters Local 676 Maintenance employees represented on the same terms and the effective dates. The Parties agree that this "Me Too Clause" will remain in effect during Fiscal Year 2021 and will sunset on June 30, 2024.

- 15. The Board agrees to make available to all maintenance employees, through payroll deductions, a Group Disability Income Insurance man, providing accident and sickness coverage in a non-occupational basis, the full premium to be paid by the employee.
- 16. The Board agrees to provide one (1) set of foul weather gear to each individual employed in the Maintenance Department which will be stored in the Maintenance Office when not in use. The Board agrees to provide one spring/fall jacket every three years and one winter jacket every three years to each maintenance employee. During the first year of employment, the Board agrees to provide seven (7) shirts and three (3) hoodies to each employee. During subsequent years of service, employees are entitled to request up to two (2) additional shirts and one (1) additional hoodie per year, as needed. Employees shall also be reimbursed up to \$200.00 annually for purposes of purchasing safety-specific shoes. Upon submittal for reimbursement, employees shall provide the description of the shoes to ensure compliance with the safety standards required for

the position as well as the receipt. Employees shall also be reimbursed up to \$200.00 annual for purposes of purchasing pants. Employees shall submit receipts for reimbursement of such items. All employees must wear the proper uniform every day and the uniform must be clean each day. Uniforms to be stipulated by the Board, as pants, shirts, or one piece. Any tools replaced must be approved by the maintenance supervisor prior to purchase. Lost or damaged tools due to negligence must be replaced by the maintenance staff responsible for the tool. The Board will provide an allowance of \$25.00 per month for those unit members who use their own cell phone in the normal course of business on a daily basis. Costs associated with spring/fall jackets and winter jackets are considered taxable income as they do not qualify as a working condition fringe benefit.

- 17. The Board of Education reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, to:
 - (a) direct employees of the school district;
 - (b) hire, promote, transfer, assign and retain employees in positions within the school district, and to suspend, demote discharge or take other disciplinary' action against employees;
 - (c) relieve employees from duties because of the lack of work or for other legitimate reasons;
 - (d) maintain the efficiency of the school district operations entrusted to them;
 - (e) determine the methods, means and personnel by which such operations are to be conducted; and
 - (f) take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, subject only to the provisions of this Collective Bargaining Agreement.
- 18. Upon retirement from the Bridgeton School District, a maintenance employee who has been employed for at least ten (10) years by the Bridgeton Board of Education shall be entitled to a payment for accumulated unused sick leave days at the rate of thirty-five dollars (\$35.00) per day not to exceed \$15,000.00. Effective with all employees hired after July 1, 2007, the maximum benefit may not exceed \$2,000.00. Any change In state or federal law prohibiting or limiting the payment for unused sick time wilt supersede the contract language.
- 19. Representation Fee
- (a) If an employee does not become a member of the Union during any membership year (i.e., from September 1st to the following August 31st, which is covered in whole or in part by this Agreement, said employee may voluntarily elect to pay a representation fee to the Union for that membership year or may exercise their rights under the Janus ruling not to pay a representation fee. The purpose of this voluntary fee will be to offset the employee's per capita cost of services rendered by the Union as a majority representative.

(b) Prior to the beginning of each membership year, the Union will notify the Board in writing of the amount of the regular membership dues, initiation fee, and assessment charged by the Union to its own members for that membership year. The voluntary representation fee to be paid by non-union members who voluntarily elect to do so will be determined by the union in accordance with the law.

(c) Deduction and Transmission of Pee

Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Board a list of those employees who have not become members of the Union for the then current membership year but who voluntarily elect to pay a representation fee. The Board will deduct from the salaries of such employees in accordance with Paragraph (b), the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

(2) Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid fist during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) ten (10) days after receipt of the aforesaid list by the Board;

thirty (30) days after the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

(3) Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question. The Board is not responsible for any unpaid balances of fees.

(4) Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

(5) Changes

The Union will notify the Board in writing of any changes in the list provided for in

paragraph one (1) above and/or the amount of the representation fee, and such changes will be reflected in any deductions hade more than ten (10) days after the Board received said notice.

(6) New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period.

The list will include names, job titles, and dates of employment for all such employees.

The Board agrees to abide by the Workplace Democracy Enhancement Act by notifying the Union of all new employees and providing a reasonable time for a Union representative to meet with said employees, for 30 minutes, as per the Act. Per the Act, if the District has a formal orientation, then that reasonable time for a Union representative to meet with said employees, (30 minutes) shall be done during that formal orientation.

(d) Indemnifications

The Union shall indemnify and hold the employer harmless against any and all claims demands, 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 by the employer in conformance with this provision.

- 20. This Agreement shall remain in force and effect from July 1, 2021 through June 30, 2024.
- 21. All employees shall receive three (3) days leave of absence with full pay for personal, legal, business, household or family matters which require absence during school hours, by submitting li request in writing to the Superintendent forty-eight (48) hours before the leave is to commence.

The applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. This leave may not be taken on a day immediately preceding or succeeding a holiday. Unused personal leave days may become accumulated from year to year as sick days and go into the individual's sick day bank. All personal leave requests after May 31st must be accompanied by a reason. It is within the discretion of the Superintendent to approve or disapprove such requests. No leaves of absence shall be granted within the first ten (10) days of the commencement of the student's school year or during the last ten (10) days of the student's school year.

All twelve (12) month employees shall be entitled to twelve (12) days sick leave each year. New hires will accumulate one (1) day per month after completion of their probationary period. Unused sick leave shall accumulate from year to year.

Each employee shall be notified in writing of the total amount of unused sick leave credited to him/her as of June 30 of each year. Such notification shall be issued prior to August 1 of the same year.

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Jersey Public Employment Relations Commission.	
Date: 10-22-21	Mary Peterson, President Bridgeton Board of Education
Date: 10-20-2021	Brian Higginbotham, Representative Teamsters Local Union No. 676
Date: 10-20-21	Howard W. Wells, President Teamsters Local 676

Bridgeton Public Schools

Bridgeton Board of Education Maintenance - Teamsters Local 676 Salary Guide

	2021-2022	2022-2023	2023-2024
Annual Rate		i	
75%	\$68,785.60	\$70699.20	\$72,675.20
85%	\$77,958.40	\$80,121.60	\$82,368.00
Full Rate	\$91,707.20	\$94,265.60	\$96,907.20
Hourly Rate based on 2080 hours			
75%	33.07	33.99	34.94
85%	37.48	38.52	39.60
Full Rate	44.09	45.32	46.59
Percent Increase	2.8%	2.8%	2.8%

Effective July 1, 2019, the parties agreed to and recognize the creation of a new title in the Recognition clause called "Maintenance Class B". Any employee on the payroll prior to July 1, 2019 will suffer no loss of pay and be eligible for the negotiated pay increases and not be subject to any of the terms or conditions of the "Maintenance Cass B" title.

If an employee is hired as Maintenance Class B for the 2021-2022 schooling year, the salary for such employee is \$50,500.00. That employee, if hired during 2021-2022, shall be entitled to receive the 2.80% increase agreed to between the parties for 2022-2023 and 2023-2024.

If an employee is hired as Maintenance Class B during the 2022-2023 schooling year, that employee's starting salary is \$50,500.00. That employee, if hired during 2022-2023, shall be entitled to receive the 2.80% increase agreed to between the parties for 2023-2024.

If an employee is hired as Maintenance Class B during the 2023-2024 schooling year, that employee's starting salary is \$50,500.

Note: The Board agrees to "red circle" the following positions: HVAC, Plumber, and Electrician. These three (3) positions will not be subject to the Class B rates of pay but will be maintained at contractual rate of non-Class B Maintenance employees. The Board agrees to provide first preference to Maintenance Class B employees who hold the qualifications to perform one (1) of the 3 red-circled positions." It is the intent that through training, experience and certificates the Class B Maintenance employees will qualify and move into any of the three (3) red circled positions and the associated pay rate. Nothing shall prevent the BOE from hiring from outside the unit if there are no qualified candidates in the unit.

SIDE AGREEMENT TO THE AGREEMENT BETWEEN BRIDGETON BOARD OF EDUCATION AND TEAMSTERS LOCAL 676 BRIDGETON BOARD OF EDUCATION MAINTENANCE

THIS AGREEMENT is made this					
WITNESSETH:					
WHEREAS, there presently exists a contract between the Board and Union (the "Agreement"); and					
WHEREAS, the Board wishes to implement certain incentives above the current contractual terms of the Agreement between the Board and Union; and					
WHEREAS, there exists a need to temporarily modify various Articles of the Agreement as it pertains to the various classifications within the Union to allow for such implementation of temporary incentives, as more fully described below.					
NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Board and the Association hereby agree as follows:					
1. Article V Staff shall receive three (3) additional holidays to occur on February 18th; April 22nd; and, May 27th.					
2. All unit members having 80% or higher attendance for the 2021-2022 school year shall receive a flat rate bonus in the amount of \$500.00. Such bonus shall be paid during July 2022 upon finalizing and reviewing 2021-2022 attendance records.					
3. The parties hereby agree that this Side Bar Agreement shall expire June 30, 2022, and revert back to the original language contained in the parties collectively negotiated Agreement.					
IN WITNESS WHEREOF, the Parties hereto have duly executed this Side Agreement effective on, 2022.					
BRIDGETON BOARD OF EDUCATION TEAMSTERS LOCAL 676 BRIDGETON BOARD OF EDUCATION MAINTENANCE					
By: Title: Title: Title:					

Witnesseth:

By Title:

Witnesseth:

By: Title: