

**Agreement Between**

**LA CASA DE DON PEDRO**

**and**

**COMMUNICATIONS WORKERS OF  
AMERICA, AFL-CIO**

**January 1, 2019 - December 31, 2020**

**TABLE OF CONTENTS**

**WITNESSETH.....1**

**ARTICLE 1 – UNION RECOGNITION.....1**

**ARTICLE 2 –UNION SECURITY .....1**

**ARTICLE 3 - PAYROLL DEDUCTION OF UNION  
DUES AND REPORTS .....2**

**ARTICLE 4 – UNION VISITATION.....2**

**ARTICLE 5 – SHOP STEWARDS .....2**

**ARTICLE 6 – BULLETIN BOARDS .....3**

**ARTICLE 7 – PAST PRACTICES .....3**

**ARTICLE 8 – RESPECT AND COOPERATION CLAUSE.....3**

**ARTICLE 9 – MANAGEMENT RIGHTS CLAUSE .....3**

**ARTICLE 10 – EQUAL OPPORTUNITY EMPLOYMENT .....4**

**ARTICLE 11 – PROBATIONARY PERIOD .....4**

**ARTICLE 12 – SENIORITY .....4**

**ARTICLE 13 – LAYOFFS.....4**

**ARTICLE 14 – GRIEVANCES AND ARBITRATION PROCEDURE.....5**

**ARTICLE 15 – DISCIPLINE .....6**

**ARTICLE 16 – WAGES .....7**

**ARTICLE 17 – MEAL AND BREAK PERIODS.....7**

**ARTICLE 18 – INCLEMENT WEATHER.....8**

**ARTICLE 19 – HOLIDAYS .....8**

**ARTICLE 20 – PAID TIME OFF .....9**

<b>ARTICLE 21 – PAID SICK LEAVE BENEFITS .....</b>	<b>10</b>
<b>ARTICLE 22 – BEREAVEMENT LEAVE .....</b>	<b>11</b>
<b>ARTICLE 23 – JURY DUTY .....</b>	<b>11</b>
<b>ARTICLE 24 – POLITICAL ACTION LEAVE .....</b>	<b>12</b>
<b>ARTICLE 25 – MILITARY LEAVE.....</b>	<b>12</b>
<b>ARTICLE 26 – MEDICAL LEAVE/FAMILY LEAVE .....</b>	<b>12</b>
<b>ARTICLE 27 – MEDICAL AND DENTAL INSURANCE .....</b>	<b>15</b>
<b>ARTICLE 28 – REIMBURSEMENT FOR EXPENSES .....</b>	<b>16</b>
<b>ARTICLE 29 – LIFE INSURANCE .....</b>	<b>16</b>
<b>ARTICLE 30 – 401K RETIREMENT BENEFITS .....</b>	<b>16</b>
<b>ARTICLE 31 – PERSONNEL FILES .....</b>	<b>16</b>
<b>ARTICLE 32 – TRANSFERS .....</b>	<b>17</b>
<b>ARTICLE 33 – RELATIVES .....</b>	<b>17</b>
<b>ARTICLE 34 – HEALTH AND SAFETY .....</b>	<b>17</b>
<b>ARTICLE 35 – NO STRIKES OR LOCKOUTS .....</b>	<b>18</b>
<b>ARTICLE 36 – SEPARABILITY AND SAVINGS CLAUSE.....</b>	<b>18</b>
<b>ARTICLE 37- DURATION .....</b>	<b>18</b>

**AGREEMENT**

**THIS AGREEMENT** made and entered into this 20<sup>th</sup> day of June, 2019, between **LA CASA DE DON PEDRO** (hereinafter referred to as “Employer”) and **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO** (hereinafter referred to as “Union”).

**WITNESSETH**

**WHEREAS**, the parties hereto, through bargaining, desire to establish uniform terms and conditions of employment for the employees identified herein during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**ARTICLE 1 - UNION RECOGNITION**

Pursuant to the National Labor Relations Board Certification of Election, the Employer hereby recognizes and acknowledges that the Union is the sole and exclusive bargaining agent for all full-time and regular part-time Teachers, Administrative Assistants, Receptionists, Teaching Assistants, Teaching Substitutes, Family Workers, Wraparound Staff, Cooks, Assistant Cooks, Janitors/Handy-Men and Drivers in the Employer’s Early Childhood Division, employed by the Employer at its 202-216 First Street, 75 Park Avenue, and 39 Broadway, Newark, New Jersey facilities, but excluding all Casual employees, Managerial Employees, Directors, Guards and Supervisors as defined in the National Labor Relations Act, and all other employees.

**ARTICLE 2 – UNION SECURITY**

Section 1. It shall be a condition of employment that all bargaining unit employees who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members in good standing on the effective date of this Agreement on the 30th day following the effective date of this Agreement, become members and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall, on the 30th day following the beginning of such employment become and remain members in good standing in the Union.

Section 2. The requirement of membership under this Article shall be satisfied by the payment of periodic dues uniformly imposed.

Section 3. Following receipt by the Employer of written notification from the Union’s Secretary-Treasurer requesting the discharge of an employee because the employee has not met the requirements of this Article, the employee shall be discharged within fifteen (15) days after the Employer’s receipt of the written notification if, prior thereto, the employee does not take the

steps needed to meet the requirements of this Article. The Union shall not request nor require the Employer to discharge any employee except in compliance with applicable law.

Section 4. The Union will indemnify and hold the Employer harmless against any and all claims, demands or other forms of liability, which may arise out of, or by reason of, any action taken or not taken by the Employer at the request of the Union in accordance with the provisions of this Article. Nothing contained in this Article shall be construed so as to require the Employer to violate any applicable law.

### **ARTICLE 3 - PAYROLL DEDUCTION OF UNION DUES AND REPORTS**

Section 1. La Casa shall deduct each month the dues and fees owed to the Union from the wages of a bargaining unit employee, when authorized by the employee in writing in accordance with applicable law. The amounts deducted shall be forwarded to the Union not later than the twentieth (20th) day of the month following the month in which they are deducted.

Section 2. The Union shall furnish to the Employer the executed wage assignment for each bargaining unit employee from whom wage deductions are to be made, which shall be effective in the second payroll period following the Employer's receipt of the wage assignment.

Section 3. Upon receipt of a written authorization from an employee, the Employer shall, pursuant to such authorization, deduct from an employee's bi-weekly wages the sum specified in the authorization and submit that sum to the CWA Committee of Political Education (CWA COPE).

Section 4. The employee's wage assignment shall be voluntary and may be revoked by the employee at any time upon two (2) weeks' advance, written notice to the La Casa. La Casa shall provide a copy of the employee's notice of revocation to the Union.

Section 5: The Union shall defend with competent legal counsel, indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article or in reliance on any list, notice, authorization or wage assignment furnished by the Union under any of these provisions.

### **ARTICLE 4 - UNION VISITATION**

A duly authorized representative of the Union will be allowed to visit sites where bargaining unit employees are employed for the primary purpose of enforcement and administration of this Agreement. The Union must provide advanced notice of the site visit. The Union will not be entitled to enter any classroom or other work area when children are present.

### **ARTICLE 5 - SHOP STEWARDS**

Section 1. Union shop stewards may represent bargaining unit employees in all matters pertaining to terms and conditions, and their actions and agreements shall be binding on the

Union. The Employer shall provide the Union with two (2) hours of paid release time per month for designated Shop Stewards to represent unit employees in all matters pertaining to terms and conditions, so long as the absence does not require the Employer to hire a replacement to provide coverage.

Section 2. There shall be no more than two (2) shop stewards per center.

#### **ARTICLE 6 - BULLETIN BOARDS**

The Employer will provide the Union with a bulletin board at every Employer location in which bargaining unit employees are regularly employed. The bulletin board shall be in the same area as Employer notices to employees. The bulletin board use shall be limited to official Union business, and shall not include any materials that call for a violation of this Agreement, disparage the work of the Employer, or contain any derogatory remarks regarding the Employer or any individual or group working for the Employer, it being understood that the Employer shares working space with other individuals and entities as a nature of its business.

#### **ARTICLE 7 - PAST PRACTICES**

Any existing rules, regulations or procedures that are not in conflict with this Agreement shall remain in effect for the duration of this Agreement. Any existing rules, regulations or procedures that are in conflict with this Agreement shall be modified consistent with this Agreement, or, if such modification substantially alters the rule, regulation or procedure, it shall be void. Any alteration to an existing rule, regulation, or procedure that must be modified as a result of a legal and/or funding requirement shall not be considered a violation of this Article. The impact of any change to a rule, regulation or procedure that is required by law or a funding source shall be subject to bargaining.

#### **ARTICLE 8 - RESPECT AND COOPERATION CLAUSE**

The Union, Employer and employees agree to cooperate in maintaining uninterrupted quality services to Employer's student community. The parties also agree on the need to treat each other, as well as student and visitors to work sites, with respect.

#### **ARTICLE 9 - MANAGEMENT RIGHTS CLAUSE**

Section 1. Except as specifically restricted by an express provision of this Agreement, the Employer retains and may exercise all management rights and prerogatives in its discretion.

Section 2. By way of example only, the Employer retains the right to add, expand, suspend, or eliminate programs or services (either in total or partial); ensure Employee adherence to all federal, state, and local laws applicable to their position, whether now existing or imposed by operation of law at some later time; and take all steps necessary to ensure the safety and the well-being of the children and families being served by its programs and services.

## **ARTICLE 10 - EQUAL OPPORTUNITY EMPLOYMENT**

It shall be the continuing obligation of the Employer, the Union and employees to comply with all applicable non-discrimination laws, including laws prohibiting harassment. The provisions of this Agreement shall be applied by the Employer and the Union without regard to race, creed, color, religion, national origin, sex, age, handicap or disability, sexual orientation, union status or any other classification protected by federal, state or local law.

## **ARTICLE 11 - PROBATIONARY PERIOD**

Section 1. The first ninety (90) days of employment of any new employee shall be known as the probationary period.

Section 2. During the probationary period, employees shall be subject to dismissal for any reason without recourse to the grievance and arbitration procedure. A discharged probationary employee or his/her designated Union Staff Representative may request that the employee's termination be reviewed by the Employer by filing a written request within three (3) days of discharge. The written request will state the basis upon which the discharge is being challenged. The employee or his/her designated Union Staff Representative may also request a meeting, which shall not be unreasonably denied. Following the submission of a written request or meeting, the Employer's Representative will promptly issue a final and binding decision to the employee with a copy to the Union.

Section 3. Upon completion of the probationary period, employees shall be placed on the regular seniority list and seniority shall commence as of the date of hire as a bargaining unit employee. If two employees have the same date of hire, the employee with the higher last four digits of the social security number shall have the higher seniority.

## **ARTICLE 12 - SENIORITY**

Section 1. Seniority is based upon the employee's total employment with the Employer, dated from the employee's most recent date of hire by the Employer. Employees hired after the effective date of this Agreement will have seniority as of their date of hire, if they pass their probationary period. Seniority shall not apply except as expressly set forth in this Agreement.

Section 2. Seniority and the employee's rights under this Agreement shall terminate after a resignation, retirement or discharge for cause; or after a layoff either in excess of one year, or the employee's length of service, whichever is less.

## **ARTICLE 13 - LAYOFFS**

Section 1. In the case of layoffs, any temporary employees will be laid off first, and then probationary employees. If additional layoffs are required, the Employer shall determine the number of employees to be laid off in the various classifications.

Section 2. A full-time employee who is subject to layoff can bump the least senior full-time or part-time employee in any lower or equally paid job title for which he/she has substantially equal qualifications. A part-time employee who is subject to layoff can bump the least senior part-time employee in any lower paid job title. An employee bumping into another position must accept the schedule of the position. Employees shall cooperate to exercise bumping rights expeditiously. An employee who fails to exercise his/her bumping rights in writing within three (3) work days of notice, will be laid off.

Section 3. An employee bumping into a lower rated position shall receive the highest rate of that position or his/her current rate, whichever is lower.

Section 4. The Employer will provide the Union and affected employees with three (3) weeks' notice of layoff.

Section 5. Employees on layoff shall be placed on a recall list and recalled in order of seniority (subject to qualifications as in the case of layoff) to vacancies within their job title. An employee shall forfeit all recall rights if he/she fails to report to management intention to return from layoff within seven (7) working days following notification of recall by the Employer, such notice to be by certified mail to the last known address appearing on the Employer's records. It shall be the responsibility of employee to keep the Employer informed of his/her current address and telephone number. An employee shall also forfeit all recall rights if he/she fails to report to work within two (2) weeks of notice of recall as specified above.

#### **ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. Any disputes between the Employer and the Union or any member of the bargaining unit concerning the meaning, interpretation, application or violation of any provisions of this Agreement or of any rules, regulations or procedures governing the terms and conditions of the bargaining unit employees shall be resolved finally and exclusively pursuant to this Article. Employees are encouraged to speak directly to their immediate supervisor and resolve any issues they may have informally. Such informal discussions shall not, however, affect the time frame to process grievances/arbitrations under this Agreement.

Section 2. In order to commence the grievance/arbitration process, a written grievance must be filed by the employee or the Union. The grievance must set forth the specific action complained of and the provisions of the Agreement that are alleged to be violated.

Section 3. The grievance/arbitration procedure shall be as follows:

**STEP 1:** The employee and/or the Union steward shall present the grievance to the applicable Employer representative and the parties will discuss the grievance and attempt to resolve it. In the case of discipline or discharge, the grievance must be presented within fourteen (14) days of when either the Employee or the Union receives notice of the discipline or discharge, whichever is later. In the case of any other dispute, the grievance must be presented within thirty (30) days of when either the employee or Union had knowledge of the matter, whichever is later. The Employer shall provide the



employee and/or steward with a written response to the grievance within five (5) days of receipt. If no response is provided within five (5) days, it shall act as a denial of the grievance and entitle the Union to proceed to Step 2.

STEP 2: If no settlement is reached in Step 1, the Union Staff Representative may bring the grievance to Step 2 by filing a written notice with the designated Employer Representative, within fourteen (14) days after receiving the Employer's response to the Step 1 grievance. The Employer and the Union shall meet within fifteen (15) days following the receipt of the Union's notification in order to attempt to resolve the grievance. The Employer will respond in writing within five (5) days of its meeting with the Union.

STEP 3: In the event there is no settlement at Step 2 or the Employer does not respond within five (5) days of its meeting with the Union, the Union may submit the grievance to the Federal Mediation and Conciliation Service ("FMCS") for arbitration under FMCS's procedures within thirty (30) days after the Employer's decision from the Step 2 meeting is received.

Section 4. The Arbitrator shall not be empowered and shall lack jurisdiction to require the Employer to take any action contrary to or inconsistent with any action required by State law, regulation or contract.

Section 5. The cost of the arbitration shall be borne equally between the Employer and the Union.

Section 6. The parties agree that the award of the Arbitrator shall be final and binding. The Arbitrator shall have no power to add to or subtract from the provisions contained in this Agreement, and any award, or portion of any award, which exceeds the Arbitrator's powers under this Agreement, shall be void. In the event the Arbitrator finds that discharge was not based on just cause and that an award of back pay is appropriate, the Arbitrator shall reduce back pay by all outside earnings.

## **ARTICLE 15 - DISCIPLINE**

Section 1. The Employer shall have the right to discipline or terminate employees for just cause.

Section 2. Discipline shall be issued within ten (10) days of the last event giving rise to the discipline, or within ten (10) days from the date management had actual knowledge of the events giving rise to the discipline, whichever is later.

Section 3. The Employer shall provide a copy of any discipline, minor or major, including suspensions pending the outcome of investigations, to the employee and to the Union. The employee shall acknowledge receipt of such discipline, but such acknowledgment shall not be construed to indicate agreement. The employee cannot refuse to acknowledge receipt of a disciplinary write-up by withholding his or her signature or failing to indicate the date received.

Section 4. An employee may be suspended without pay during the investigation of a complaint where the investigation is to determine whether the employee is a hazard to any person if permitted to remain on the job or if such suspension is necessary to maintain the health, safety, order, or effective direction of Employer; or if the stated infraction may be a violation of federal, state, or local law.

Section 5. All challenges to discipline shall be processed through, and in accord with, the contractual grievance and arbitration procedure.

Section 6. Notice to the Union under this provision shall be via email to an email address designated by the Union or by providing a copy to a designated shop steward.

### **ARTICLE 16 – WAGES**

Section 1. All employees shall be paid on a bi-weekly basis. When a payday falls on a holiday, employees will be paid on the last working day before the holiday.

Section 2. Non-instructional Staff

Effective January 1, 2019, all drivers, administrative assistants, assistant cook/janitors, and janitors shall have their annual salaries increased to a minimum of \$27,500.

Section 3. Wages: Teachers and Teacher Assistants

a. All teachers, teacher assistants, floater teacher assistants and family workers whose salaries are funded by the Newark School District shall be paid at the salary level funded by the District.

b. All bargaining unit employees who are not receiving a salary increase under Section 2 and who are actively employed on the last day of the 2018-2019 school year, shall receive a one-time bonus of one percent (1%) of their salary earned from July 1, 2018 through June 30, 2019.

Section 4. Reopener

The parties agree to a salary reopener effective January 1, 2020

### **ARTICLE 17 - MEAL AND BREAK PERIODS**

Section 1. Teachers and Assistant Teachers shall receive an unpaid one half hour duty free meal period.

Section 2. All employees who are not covered by Section 1 of this Article shall receive an unpaid one hour duty free meal period.

Section 3. All employees who work an eight-hour day shall receive one 15 minute morning break and one 15 minute afternoon break. All employees who work less than an eight-hour day shall receive one 15 minute break between the third and fifth hour of the shift, unless operational

necessity requires the break at a different time or the employee requests the break at a different time that the Employer can accommodate. Employees shall be made whole for any loss of breaks required to maintain child supervision with compensatory time.

## **ARTICLE 18 - INCLEMENT WEATHER**

Section 1. La Casa will make every effort to maintain normal work hours even during inclement weather. La Casa will follow the Newark Public School closing advisory. Advisories can be viewed online or via the radio and television. Employees shall be paid their regular salary if La Casa is closed due to inclement weather. However, any days added to the schedule as a result of inclement weather that come within the maximum number of student days and/or workdays shall not result in an increase of pay, except as otherwise authorized by the applicable funding source.

Section 2. All employees are expected to make reasonable efforts to get to work. Employees unable to arrive for work on any day when facilities are open for students will be charged PTO or PSL time if applicable. If no PTO or PSL time is available or applicable, the nonexempt employee will not be paid for the day. All employees who are unable to report to work should notify their Division Director by telephone or email communication within an hour prior to the start of their work day.

Section 3. On days when weather conditions worsen as the day progresses, La Casa's management may decide to close early. In such cases, a decision and an announcement will be made by management via email or personally. Employees will be expected to remain at work until the appointed closing time or unless they receive permission from their Division Director or alternate to do otherwise. Employees shall be compensated for any work that extends beyond the regular work day.

Section 4. There shall be no more than 185 student days and 191 workdays for employees covered by this agreement. Days of work cancelled because of inclement weather do not count as "student days" or "workdays."

## **ARTICLE 19 – HOLIDAYS**

Section 1. All employees with a regular shift schedule that includes work on the following holidays are entitled to paid holiday time as set forth herein. Holiday pay is computed according to the employee's regular rate of pay multiplied by the number of hours the employee would have been regularly scheduled to work on the day the holiday falls except as provided below.

Section 2. The Employer shall observe the holidays observed by the Newark Public School District, which generally (but not necessarily) include the following holidays:

- New Year's Day
- Martin Luther King, Jr., Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day

- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Section 3. Consistent with the Newark Public School District schedule, the Employer shall endeavor to observe a holiday that falls on a Saturday on the preceding Friday, and observe a holiday that falls on a Sunday on the following Monday.

Section 4. When allowed by the Newark Public School District, if Christmas or New Year's Day falls on a Tuesday or Thursday, the Monday or Friday will also be observed in addition to the regular holiday as a paid holiday.

Section 5. If a holiday falls during an employee's scheduled paid absence (e.g., PTO, PSL, time), the employee will receive holiday pay and the employee's leave balance will not be charged.

Section 6. An employee who works on a holiday will be paid at the premium rate (double time).

#### **ARTICLE 20 - PAID TIME OFF**

Section 1. All full-time employees will accrue paid time off (PTO) in accordance with the following accrual schedule:

- 10-month staff
  - 0-5 years 3 days per year 1.80 hrs. first payroll of the month
  - 6-9 years 3 days per year 1.80 hrs. first payroll of the month
  - 10+ years 3 days per year 1.80 hrs. first payroll of the month
- 12-month staff
  - 0-5 years 14 days per year 8.17 hrs. first payroll of the month (10 days carryover)
  - 6-9 years 19 days per year 11.08 hrs. first payroll of the month (15 days carryover)
  - 10+ years 24 days per year 14 hrs. first payroll of the month (20 days carryover)

Section 2. Only 12-month employees are entitled to carry over PTO time, as indicated in Section 1. PTO time is accrued at the beginning of each July 1.

Section 3. PTO may be applied to available FMLA leave at the discretion of the employee.

Section 4. Advancement in PTO eligibility shall be at the commencement of the respective year of service. For example, an employee meets the 6-9 years eligibility requirement at the commencement of his or her 6th year of service.

Section 5. Where practical, an employee will provide 48 hours' notice and requests shall not be unreasonably denied. In cases of non-emergency requests for days off exceeding 3 days, employees shall endeavor to provide as much notice as possible.

Section 6. PTO requests shall be honored on a first come, first served basis with seniority as a tie breaker.

## **ARTICLE 21 – PAID SICK LEAVE BENEFITS**

Section 1. All employees are eligible for Paid Sick Leave (PSL) according to the following terms consistent with the terms of this Article.

Section 2. Full-time 12 month employees are eligible for up to 84 hours of PSL accrued monthly on the first of each month.. Full-time 10 month employees are eligible for up to 60 hours of PSL accrued monthly on the first of each month.

Section 3. All other classifications of employees are eligible for up to 40 hours of PSL per fiscal year, accrued at the rate of one hour of PSL for every 30 hours worked.

Section 4. PSL begins to accrue on the first day of employment. Employees are entitled to use PSL beginning on the 90th calendar day of their employment.

Section 5. PSL can be used for an employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; an employee's need for preventive medical care; to care for a family member\* with a mental or physical illness, injury or health condition; care of a Family Member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a Family Member who needs preventive medical care; an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or care for a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member's presence in the community would jeopardize the health of others because of the family member's exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.

Section 6. La Casa reserves the right to request documentation that the PSL time was necessary for 3 or more consecutive days of PSL. Nature of illness is not required.

Section 7. PSL must be taken in hourly increments except exempt employees must take PSL time in ½ day increments.

Section 8. Employees are allowed to carryover up to 60 hours for 10 month employees and 84 hours for 12 month employees, however 10 month employees may use no more than 100 hours in a 12 month period and 12 month employees may use no more than 124 hours in a 12 month period. Upon termination, resignation, retirement or other separation from employment, the employee will not be reimbursed for any accrued but unused PSL.

Section 9. If an employee is terminated or laid off and is rehired within 6 months of the termination or lay-off, previously unused and unpaid accrued PSL will be reinstated; otherwise, the rehiring of an employee will not result in the reinstatement of any PSL.

Section 10. Employees shall not accrue PSL time during unpaid leaves.

Section 11. La Casa will not retaliate against any employee who has properly exercised their rights to PSL.

Section 12. At the sole discretion of the Executive Director and with the Directors consent, La Casa may loan PSL time in advance under extenuating circumstances. The Executive Director has the right to deny a PSL loan request.

\* Family member means (A) a biological, adopted or foster child, stepchild, or legal ward, a child of a domestic partner, a child of a civil union partner, or a child to whom the employee stands in loco parentis; (B) A biological, foster, stepparent or adoptive parent or legal guardian to an employee or an employee's spouse, domestic partner or civil union partner or a person who stood in loco parentis when the employee was a minor child; (C) A person to whom the employee is legally married under the laws of New Jersey or any other State or with whom the employee has entered into a civil union under N.J.S.A. Title 37; (D) A grandparent or spouse, civil union parent or domestic partner of a grandparent; (E) A grandchild; (F) A domestic partner of an employee as defined in N.J.S.A. 26:8A-3et seq. or (6) A sibling.

## **ARTICLE 22 - BEREAVEMENT LEAVE**

Section 1. Regular full-time and part-time employees may take up to three (3) days of paid bereavement leave in the event of a death in the employee's immediate family.

Section 2. "Immediate family" is defined as an employee's spouse, parents, adoptive parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, or grandchild. "Immediate family" refers to persons related by blood or marriage.

Section 3. An employee with supervisor's approval can take additional time off using PTO leave. Additional PTO after Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements.

## **ARTICLE 23 - JURY DUTY**

Employees who are summoned for jury duty will be excused from work until jury duty is completed. Employees must provide La Casa with a copy of the Order to Appear or subpoena (or equivalent) and confirmation of the days served. Employees with supporting documents will be compensated at their normal rate. Employees are required to notify their immediate supervisor of their summons as soon as they receive it. Employees are expected to return to the job if they are excused from jury duty during your regular working hours.

## **ARTICLE 24 - POLITICAL ACTION LEAVE**

Each employee shall have the opportunity to exercise his/her right to vote in any election, whether local, state or federal or primary, general or special. Employees who require time away from work to vote or who choose to be actively involved in the election process can use available PTO. When employees of La Casa engage in activity that supports or opposes a candidate for public office, such activity is personal in nature and is outside of the scope of the individual's employment with La Casa. Paid staff and volunteers are expected to avoid the appearance, that their personal political activity is authorized by or on behalf of La Casa. No employee shall engage in any political activities during working hours.

## **ARTICLE 25 – MILITARY LEAVE**

Section 1. In accordance with Federal and State laws, upon being given appropriate notice La Casa will provide eligible employees who voluntarily or involuntarily leave a position of employment (other than a temporary position) for the purpose of performing military duty or training with the required leave of absence. Upon satisfaction of all legal requirements for reinstatement, the employee will be restored to their position of employment, or one of like seniority, status, and pay unless the employee is no longer qualified for such position or unless changed circumstances make reemployment impossible or unreasonable. Full-time employees will be paid the difference between their normal rate of pay and their military pay for up to two weeks per calendar year.

Section 2. Employees must provide the Employer with a copy of their order to serve and payment records from the service in order to be compensated.

## **ARTICLE 26 - MEDICAL LEAVE/FAMILY LEAVE**

Section 1. Under the provisions of the Federal Family and Medical Leave Act (FMLA) eligible employees may take up to 12 weeks of unpaid job protected "Basic FMLA Leave" within a 12-month period for certain reasons and up to 26 weeks of unpaid job protected "Military Caregiver FMLA Leave" within a single 12-month period to care for a Covered Service member.. The 12-month period for the 12 weeks of Basic FMLA Leave shall be a rolling year that commences with the first day of leave taken. The 12-month period for the 26 weeks of Military Caregiver FMLA Leave shall be the period that begins on the first day the eligible employee takes Military Caregiver Leave and ends 12 months after that date.

Section 2. Eligibility for FMLA Leave

To be eligible for FMLA leave, an Employee must have worked for La Casa: (1) for at least 12 months (which need not be consecutive); and (2) have worked for at least 1,250 hours in the 12 months preceding the anticipated leave; and (3) work at a La Casa work site that has 50 or more employees or, within a 75-mile radius of La Casa de Don Pedro work sites that have a total of 50 or more employees.

Section 3. Leave Entitlement

Eligible employees may take Basic FMLA Leave for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care or child birth; (2) to care for a child upon birth or upon placement for adoption or foster care; (3) to care for a parent, spouse, or child with a serious health condition; or (4) when an employee is unable to work because of the employee's own serious health condition. In addition, eligible employees whose spouse, son, daughter or parent is on covered active military duty or call to covered active military duty status may use their 12-week Basic FMLA Leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees may take Military Caregiver FMLA Leave to care for a covered service member. A covered service member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

FMLA defines a "serious health condition" for Basic FMLA Leave as an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care (i.e., an overnight hospital stay), including any period of incapacity or any subsequent treatment in connection with the inpatient care; or (2) "continuing treatment" by a health care provider. FMLA defines "serious injury or illness" for Military Caregiver FMLA Leave as an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the member's office, grade, or rating.

Where La Casa employs both spouses, they are entitled to a combined total of 12 weeks of leave: (1) for birth, adoption or foster care; or (2) to care for a parent with a serious health condition. Each spouse is entitled to the balance of any available FMLA leave, up to the 12-week maximum, for his/her own serious health condition or to care for his/her child, without counting FMLA leave taken by the other spouse. Any leave taken due to the birth of a child or the placement of a child for adoption or foster care, must be completed within 12-months of the birth or adoption.

#### Section 4. Notice and Certification

Employees who want to take leave for any reason permitted by the FMLA ordinarily must provide La Casa at least 30 days' notice of the need for leave, if the need for leave is foreseeable. If the need is not foreseeable, the Employee should give as much notice as is practicable (within one or two days of learning of the need for leave). Failure to provide such notice may be grounds for delay of the leave. When leave is needed to care for an immediate family member or for an Employee's own illness and is for planned medical treatment, the Employee must try to schedule treatment in order to prevent disruptions to La Casa business operations.



In addition, if an Employee needs leave for his or her own or a family member's serious health condition or a covered service member's serious injury or illness, the Employee must provide a medical certification from a health care provider of the serious health condition or serious injury or illness. La Casa also may require a second or third opinion (at La Casa's expense), and/or periodic re-certification of the serious health condition. La Casa may deny leave to employees who do not provide proper medical certification. When the leave is a result of the Employee's own serious health condition, a fitness for duty certification is required to return to work.

#### Section 5. Benefits during FMLA Leave

If an Employee takes FMLA protected leave, the Employee is entitled to receive health benefits during the leave at the same level and terms of coverage as if the Employee had been working throughout the leave. If applicable, arrangements will be made for the Employee to pay his or her share of health insurance premiums while on leave. While on unpaid FMLA leave an Employee can pay his or her share of premiums in several ways. As required under FMLA regulations, La Casa will provide advance written notice of the terms and conditions under which the Employee's share of premium payments must be made. In some instances, La Casa may recover premiums it paid to maintain health coverage for an Employee who fails to return to work from FMLA leave. If an Employee elects not to return to work at the end of the leave for at least 30 calendar days, the Employee will be required to reimburse La Casa for the cost of the premiums paid by La Casa for maintaining coverage during the leave.

#### Section 6. Substitution of Paid Time for Unpaid FMLA Leave

An employee's use of FMLA leave will not result in the loss of any available employment benefit that accrued prior to the start of your leave. However, to the extent permitted by law, accrued PTO and/or PSL time may be applied to any available FMLA leave at the discretion of the Employee.

#### Section 7. Job Restoration after FMLA Leave

La Casa will reinstate an Employee returning from FMLA leave to the same or equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, an Employee on an FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the Employee had been continuously employed during the FMLA leave period. To facilitate a return to work, La Casa requests at least two weeks' advanced notice.

If an Employee is returning from leave taken for his or her own serious health condition, the Employee will be required to provide a certification of fitness for employment. La Casa may only request fitness for duty certification with regard to the specific health condition for which leave was taken. Job protected FMLA leave is for a maximum period of 12 weeks. Should the Employee request, and be granted, an extended leave beyond the 12-week period required by law, La Casa will seek to return the Employee to a suitable position, but does not guarantee that one will be available. During this extended period, the Employee may be eligible for continuing disability benefits in accordance with any applicable insurance coverage. However, that extended leave will be unpaid. In addition, if an Employee needs leave for his or her own or a family

member's serious health condition or a covered service member's serious injury or illness, the Employee must provide medical certification from a health care provider of the serious health condition or serious injury or illness. La Casa also may require a second or third opinion (at La Casa's expense), and/or periodic re-certification of the serious health condition. La Casa may deny leave to employees who do not provide proper medical certification. When the leave is a result of your own serious health condition, a fitness for duty certification is required to return to work.

#### Section 8. Other Provisions

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law that provides greater family or medical leave rights.

#### Section 9. New Jersey Family Leave

An Employee may be entitled to family leave under the New Jersey Family Leave Act (NJFLA). The NJFLA requires employers with fifty (50) or more employees to provide twelve (12) weeks of unpaid (or substituted paid) leave in a twenty-four (24) month period. The 24-month period shall be a rolling year that commences with the first day of leave taken. To be eligible, the employee must be employed for at least twelve (12) months and have worked at least one thousand (1000) hours during the twelve (12) month period immediately preceding the anticipated leave. Leave may be taken to care for a newborn or adopted child or to care for a child, parent or spouse with a serious health condition. Leave is not provided under the NJFLA for the illness of the employee. To the extent permitted by law, all accrued PTO and PSL time will be applied to any available NJFLA leave and will not extend the NJFLA leave period.

A parent means a person who is the biological parent, adoptive parent, resource family parent, stepparent, parent-in-law or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care guardianship, or visitation with a child. Any leave granted to an eligible employee due to the serious health condition of an eligible family member may be taken consecutively or intermittently, depending on legitimate needs. Employees must provide prior notice and comply with requests for medical certification. Any leave granted due to birth or adoption of a child must be taken consecutively, unless otherwise agreed to in writing and must begin within one-year of the birth or adoption.

### **ARTICLE 27 - MEDICAL AND DENTAL INSURANCE**

Section 1. All full-time employees are eligible to participate in the Employer's group health, vision and dental plans. The employer may unilaterally change health benefit providers so long as the new plan provides benefits that are equal to or better than the current benefits. If the Employer seeks to otherwise change benefits, it may seek to bargain with the Union regarding the issue.

Section 2. Employees shall contribute 18% of their health insurance premiums. If the Employer believes that a change in employee contributions is needed for any benefit year beyond the 2018-2019 benefit year, it may seek to bargain with the Union regarding the issue.

Section 3. All full-time employees are eligible to participate in the Employer's Health Reimbursement Arrangement (HRA). The maximum dollar amount that may be credited to an HRA Account for an Employee who participates for an entire 12-month period of coverage is \$3000 for employees with single coverage and \$9,000 for employees with all other coverages. The Employer shall bear the entire cost of administering the HRA Plan. The Employer may seek to bargain with the Union regarding any changes to the HRA beyond the 2018-2019 benefit year.

Section 4. Upon request of either party, there shall be bargaining over any changes to the health benefits plans or employee contribution rate prior to start of the annual benefit year.

#### **ARTICLE 28 – REIMBURSEMENT FOR EXPENSES**

Section 1 - The employer shall reimburse employees for reasonable expenses incurred for training or business that is approved in advance by the Employer. All travel outside the county requires prior written approval of the Division Director. Receipts are required for all business and travel expenses.

Section 2 - No employee shall be required to purchase classroom supplies.

#### **ARTICLE 29 - LIFE INSURANCE**

All full-time employees shall be provided with life insurance in the amount of \$40,000 paid for by the Employer.

#### **ARTICLE 30 – 401K RETIREMENT PLAN**

Section 1 - Qualifying employees shall be entitled to participate in the Employer's 401k Retirement Plan. The first two percentage points (2%) of salary invested by an employee in the 401K plan will be matched dollar for dollar by the Employer's matching contribution.

Section 2 - In addition to the Section 1 contribution, La Casa shall meet with the Union to bargain over an additional 401(k) Retirement Plan contribution by La Casa for each employee effective January 1, 2020 or as soon thereafter as is practicable.

#### **ARTICLE 31– PERSONNEL FILES**

All employees may inspect their personnel files. Any inspection will take place by appointment at an office designated by the Employer, at a time that does not interfere with the Employee's job duties and will not be considered work time, even if performed during normal working hours. If an employee disagrees with the accuracy of any statement in the files and no correction can be agreed upon, the employee may submit an explanatory statement, which shall be placed in the file.

## **ARTICLE 32 - TRANSFERS**

No bargaining unit employee shall be transferred to a work site other than the Employer's 202-216 First Street, 75 Park Avenue, and 39 Broadway, Newark, New Jersey facilities without Union permission.

## **ARTICLE 33 - RELATIVES**

There shall be no prohibition against a relative of an employee being employed by La Casa, except that a relative shall not be in the same division as the employee.

## **ARTICLE 34 - HEALTH AND SAFETY**

Section 1. The Employer shall comply with all applicable safety and health laws in order to provide a healthy and safe work environment. The Employer will establish and/or apply appropriate health and safety procedures at the work place to meet such legal obligations.

Section 2. The parties agree to cooperate in maintaining work place health and safety for workers, consistent with legally established health and safety standards and to promote work place safety, safe working habits and good housekeeping throughout the work environment. Employees will be provided with a copy of, and will comply with, applicable health and safety rules and procedures.

Section 3. Employees shall cooperate fully in providing all relevant information concerning health and safety problems. Employees shall immediately report any work place health or safety problem to the Center Director and/or Director of Human Resources. The Center Director and/or Director of Human Resources shall record all complaints and forward them to the appropriate authority within 24 hours. The Employer will promptly investigate any report of a health or safety problem, determine the validity of same, and take prompt remedial action where appropriate. Employees will not be required to work in conditions where work in such conditions would not be permitted under governing health and safety laws.

Section 4. Employees shall immediately report any on-the-job injury to the Center Director, who will notify the designated Employer Representative. The Employer shall take appropriate action to ensure that employees who suffer injury on-the-job are provided with appropriate medical attention. The level of attention will depend on the nature of the injury. If the employee is not fit to drive, the Employer shall provide transportation to the Employer - designated medical provider. In the event of a severe injury requiring emergency hospital care, use of an ambulance will be authorized by the Employer.

Section 5. If an employee who is injured on the job requires follow-up medical treatment or visits at the medical provider, follow-up workers compensation appointments may be on working time during shift hours for full-time employees, contingent upon the employee providing the Employer with adequate notice of such appointment, and reporting to work for the balance of the normally scheduled shift, and there being an inability to schedule the appointment outside of working hours.

**ARTICLE 35 - NO STRIKES OR LOCKOUTS**

Section 1. It is mutually agreed that during the term of this Agreement the Union will not engage in any strike or work stoppage over any dispute that can be resolved through the grievance/arbitration procedure.

Section 2. In furtherance of the peaceful resolution of disputes during the term of this Agreement, the Employer agrees that it shall not lock out any employees during the term of this Agreement.

**ARTICLE 36- SEPARABILITY AND SAVINGS CLAUSE**

In the event any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable by federal or state law, the remainder of the provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

**ARTICLE 37 - DURATION**

Section 1. This Agreement shall be deemed to take effect as of January 1, 2019 and continue until December 31, 2020, and from year to year thereafter, unless written notice of termination shall be given by either party to the other at least sixty (60) days prior to the expiration date, or of any annual renewal date thereof.

**LA CASA DE DON PEDRO**

**COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated:

Dated: