

**Agreement Between**

**THE LEAGUERS, INC.**

**and**

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

**February 1, 2019 – January 31, 2021**

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## **AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between **THE LEAGUERS, INC.** (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 to serve effectively and efficiently all children and families utilizing the services of the Leaguers, Inc.

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

### **ARTICLE 1 - UNION RECOGNITION**

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, Lead Teachers, EHS Teachers, and Family advocates, Receptionists, Associate Teachers, EHS Teaching Assistants, Assistants/Aides, Child Care Providers, Home Visitor Specialists, Health/Nutrition Specialists, EHS/CCP Clerks, Floaters, Cooks, Food Service Workers, Maintenance Workers, Custodians, and Substitutes including Teachers and Cooks, employed by the Employer at its various New Jersey locations, but excluding all Office Clerical employees, Administrative Assistants, Managerial Employees, Directors, Guards and Supervisors as defined in the Act, and all other employees.

### **ARTICLE 2 – UNION SECURITY**

Section 1. All eligible employees shall either become Union members or pay the equivalent of union dues within 30 days of employment and continue to be union members or pay the equivalent of union dues. All eligible 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 or pay the equivalent of union dues.

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

Section 3. 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. In accordance with applicable law, the Employer 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. 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 Employer. The Employer 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 Company 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 Company 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, subject to the procedures that are required for visitors.

### **ARTICLE 5 – SHOP STEWARDS**

Union shop stewards may represent bargaining unit employees in all matters pertaining to terms and conditions of employment. The Employer shall provide the Union with release time necessary to represent unit employees in a manner least disruptive to the operation. Shop stewards shall not leave their work sites without all necessary coverage. Such coverage shall not be unreasonably denied.

### **ARTICLE 6 – BULLETIN BOARDS**

Section 1. 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 or disparages the work of the employer.

Section 2. The Union shall provide a copy of all bulletin board postings to the CEO/Executive Director.

### **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.

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

The Union, the Employer and employees agree to cooperate in maintaining uninterrupted quality services to the Employer's student community. The parties also agree on the need to treat each other, as well as students 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, including:

1. The right to hire, promote, transfer, assign staff, retrain (employees) and to reduce the size of its workforce.
2. The right to suspend, demote, discipline and discharge employees.
3. The right to develop and implement new policies.
4. The right to locate, establish, and abolish child care center classrooms and other facilities.
5. The right to determine the methods, means and personnel by which the Employer's operations are to be conducted.
6. The right to add, change, or eliminate any of the Employer's child care sites and to determine the number of persons to be employed at any of its child care sites.
7. The right to implement and direct its operations and activities on behalf of the children and families the Employer serves, to the extent required by law.
8. The right to implement and alter the work rules to the extent required by law.
9. The right to implement Health & Safety regulations to the extent required by law.
10. The right to implement child abuse regulations to the extent required by law.

Section 2. The Employer and the Union recognize that the program and the Employer's status as grantee/delegate agency expressly conditioned on the Employer's satisfaction of an compliance with pertinent federal regulations promulgated by the United States Department of Health and Human Services, including but not limited to Head Start Performance Standards, Abbott Public School contracts with Newark, Elizabeth, Irvington and Roselle and

other State and federal regulations and mandates.

Section 3. The Employer reserves the right to implement policies rules or guidelines required by State or federal agencies. However, the impact of those policy changes on terms and conditions of employment shall, upon request by the union, be subject to bargaining. Such bargaining does not necessarily require agreement on particular proposals.

#### **ARTICLE 10 – EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **ARTICLE 11 – PROVISIONAL PERIOD**

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

Section 2. The ninety (90) day provisional period shall include weekends and holidays.

Section 3. Employees will be evaluated during the 90-day probationary period.

Section 4. A provisional employee may be terminated at any time during the ninety (90) day provisional period without cause and without recourse to the grievance and arbitration procedure.

#### **ARTICLE 12 – SENIORITY**

Section 1. Seniority is 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 provisional 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 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, the Employer shall determine the number and classification of employees to be laid off within the funding district and jurisdiction. The Employer will lay off temporary and provisional employees first.

Section 2. A full-time employee who is subject to layoff can replace the least senior full-time or part-time employee in any lower or equally paid job title for which he/she has the qualifications, unless a deviation from seniority is justified by (1) the employee' evaluation, which includes whether the employee met expectations; (2) the employee's attendance and punctuality records; or (3) the employee's disciplinary record and whether the employees has an active Quality Improvement Plan (QIP). A part-time employee who is subject to layoff can replace the least senior part-time employee in any lower paid job title, unless a deviation from seniority is justified by (1) the employee' evaluation, which includes whether the employee met expectations; (2) the employee's attendance and punctuality records; or (3) the employee's disciplinary record and whether the employees has an active Quality Improvement Plan (QIP). An employee replacing an employee in another position must accept the schedule of the position. Employees shall cooperate to exercise replacement rights expeditiously. An employee who fails to exercise his/her replacement 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 two (2) weeks' notice of layoff, unless a funding source requires a shorter notice period.

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, unless a deviation from seniority is justified by (1) the employee' evaluation, which includes whether the employee met expectations; (2) the employee's attendance and punctuality records; or (3) the employee's disciplinary record and whether the employees has an active Quality Improvement Plan (QIP). An employee shall forfeit all recall rights if he/she fails to report to management an 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 the 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.

Section 6. An employee recalled within one (1) year of the layoff shall retain hir or her original anniversary date for all purposes.

## **ARTICLE 14 – GRIEVANCES 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 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 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 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 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 ten (10) school days of receipt. If no response is provided within ten (10) school 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 ten (10) school 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 ten (10) school days of its meeting with the Union, the Union may submit the grievance to the American Arbitration Association ("AAA") for arbitration under AAA'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. Fees associated with requesting an arbitration panel from AAA will be borne by

the requesting party. After three arbitrations in any one year, the employer may seek modifications of this provision through reopener bargaining.

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

Section 7. Prior to arbitration, the parties shall participate in grievance mediation through the Federal Mediation and Conciliation Service.

## **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 and the Union shall acknowledge receipt of such discipline, but such acknowledgment shall not be construed to indicate agreement. In the event of an investigation conducted by the Department of Child Protection and Permanency the employee must agree and sign to have their report released to the Union.

### Section 4.

a. 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 the Employer.

b. If such investigation is not completed within thirty (30) days, and such delay is not the result of the employee's own actions or inaction, and does not involve potential criminal charges, activity, or allegations, or matters that, by operation of law, require the completion of an outside investigation(s), the employee shall be restored base pay pending the outcome of the investigation.

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

Section 6. The Employer shall abide by principles of progressive discipline. Progressive discipline includes: Oral warning, written warnings, suspensions, termination.

Employees who engage in illegal or other egregious conduct may be subject to immediate termination.

## **ARTICLE 16 – WAGES**

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

Section 2. The regular work year for 10-month employees shall be no more than 188 days unless additional days are required by law or the respective school district.

Section 3. Effective February 1, 2019, all Food Service employees shall be paid a minimum of \$13/hour or receive a fifty (50) cents per hour increase, whichever is greater.

Section 4. Effective February 1, 2019, all Child Care Provides shall be paid a minimum of \$10/hour or receive a fifty (50) cents per hour increase, whichever is greater.

Section 5. Effective February 1, 2019, all teachers who perform wrap around duties shall be paid \$12/hour, or receive a fifty (50) cents per hour increase, whichever is greater.

Section 6. Effective February 1, 2019, all EHS teachers shall be paid a minimum of \$14/hour, or receive a fifty (50) cents per hour increase, whichever is greater.

Section 7. Effective February 1, 2019, all annual salaried employees shall have received at least a 3.5% increase in their base salary over their salaries in June 2016, due to previously provided COLA adjustments.

Section 8. After the effective date of this agreement, any monies from funding sources, including school districts or municipalities, that is designated for employee salaries or benefits shall be passed through to employees, consistent with funding guidelines.

Section 9. The parties agree to wage reopener bargaining effective February 1, 2020.

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

Section 1. Head Start teaching staff that work at least six hours per day shall receive an unpaid one-half hour duty-free meal period except for monthly team meetings, school field trips, and other full-day events when children do not have nap time.

Section 2. Head Start associate teaching staff that work at least six hours per day shall receive an unpaid one-half hour duty-free meal period.

Section 3. Early Head Start and infant/toddler teaching staff that work at least seven hours per day shall receive a one-hour duty-free meal period.

Section 4. All other employees including Family Advocates that work at least seven hours per day shall receive an unpaid one-hour duty-free meal period and one 15 minute morning break and one 15 minute afternoon break.

## **ARTICLE 18 – INCLEMENT WEATHER**

Section 1. The employer will make every effort to maintain normal work hours even during inclement weather. In cases of severe weather, the decision to close the school shall be made by the Employer.

Section 2. Attendance during inclement weather shall be recorded as follows:

- a. If the agency is open full day and the employee does not come in, the absence is paid and deducted from vacation time, sick time or personal days, as appropriate if the employee has leave time available.
- b. If the agency closes early and employees are sent home, absence is paid based on scheduled hours.
- c. If the agency is open and an employee leaves early, missed hours are charged to vacation time, sick time or personal days, as appropriate if the employee has leave time available.
- d. If the agency opens late and/or closes early and the employee does not come in at all, the full day is charged to vacation time, sick time or personal days, as appropriate if the employee has leave time available.
- e. If the agency opens late and/or closes early and the employee does not come in at all due to illness, absence is deducted from sick time. If the agency is closed full day, employee is paid based on scheduled hours
- f. If the agency is closed full day and employee has previously scheduled time off, employee's absence is paid and recorded as day off under appropriate policy (vacation time, sick time or personal days).

## **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 following holidays:

New Year's Day  
Martin Luther King, Jr., Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Presidential Election Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Section 3. A holiday that falls on a Saturday will be observed on the preceding Friday. A holiday that falls on a Sunday will be observed on the following Monday.

Section 4. If a holiday falls during an employee's scheduled paid absence (e.g., vacation, sick, or personal time), the employee will receive holiday pay and the employee's leave balance will not be charged.

Section 5. An employee who works on a holiday listed above will be paid at the premium rate (double time).

## **ARTICLE 20 – VACATION**

Section 1. EHS staff are entitled to ten (10) vacation days. EHS staff other than maintenance workers must take five (5) vacation days at the end of the EHS school year in August. A full kitchen cleaning in August will be the responsibility of the employer and not the responsibility of the Food Service Workers. In the event that outside contractors are not scheduled to perform full kitchen cleaning at the end of the EHS school year in August, Food Service Workers shall still be required to take five (5) vacation days at that time and not required to do a full kitchen cleaning.

## **ARTICLE 21 – PERSONAL LEAVE**

Section 1. Full time employees are entitled to three (3) personal days per year with pay.

Section 2. Personal days are not cumulative and may not be carried over year to year.

Section 3. Personal days for non-teaching employees are effective on the employee's anniversary date. Personal days for teaching staff are effective September 1st of each year.

Section 4. All personal leaves are subject to the following conditions:

- a. Requests for personal leave shall be filed with the Site Supervisor at least three (3) work days in advance of the contemplated absence.
- b. In an emergency, the Site Supervisor or his/her designee, upon being informed by the Employee of an emergency, may waive all restrictions and authorize an emergency personal day.

## **ARTICLE 22 – PAID SICK LEAVE BENEFITS**

Section 1. All full-time employees with a regular work schedule of thirty-one (31) hours per week or accrue sick days at the rate of one (1) day per month until December 31<sup>st</sup> of their first year of employment. Sick leave for new employees is credited at the end of each calendar month.

Section 2. All full-time employees with a regular work schedule of thirty-five (35) hours per week shall accrue sick days at the rate of one (1) day per month.

Section 3. Head Start teachers and associate teachers receive ten (10) sick days at the beginning of each school year.

Section 4. Sick time may be used for an employee’s illness, injury or exposure to a contagious disease or the illness or injury of a child or family member.

Section 5. Long Term Substitutes, Temporary Employees, Part-Time Employees and Provisional Employees do not accrue sick time.

Section 6. The Employer may require proof of illness for the following”

- After a payday, unless the Employee has an approved “Time Off”
- After a Holiday, unless the Employee has an approved “Time Off”
- After three (3) sick days or more

Section 7. Full-Time employees will be able to carry over unused sick time from year to year and accrue sick time up to a maximum of twenty-five (25) days. (Head Start/ Abbott Teachers and Associate Teachers do not carry over sick days)

## **ARTICLE 23 – BEREAVEMENT LEAVE**

Section 1. Regular full-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. The leave must be used within thirty (30) days of the notice of death.

Section 2. “Immediate family” is defined as an employee’s spouse, domestic partner, partner in civil union, parents (including the parents of a spouse or partner in a civil union), adoptive parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law or grandchild. One (1) day for brother-in-law, sister-in-law, son-in-law or daughter-in-law.

Section 3. An employee with Executive Director’s written approval can take additional time off using personal or vacation leave or unpaid leave.

Section 4. Verification of the death in question will be required. Official documentation of the above must be submitted to the Human Resources Department within five (5) business days of the employee’s return from the bereavement leave.

## ARTICLE 24 – JURY DUTY

Section 1. Employees who are summoned for jury duty will be excused from work until jury duty is completed. Employees must provide the Employer with a copy of the Order to appear and confirmation of the days served. Employees with supporting documents will be compensated at their normal rate of pay. Employees shall notify their immediate supervisor of their summons for jury duty as soon as they receive it. ***All employees who serve on jury duty must present an official signed statement, stating the number of days served on the jury and date jury service ended.***

## ARTICLE 25 – 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 personal or vacation time. When employees of the Employer 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 the Employer. Paid staff and volunteers are expected to avoid the appearance that their personal political activity is authorized by or on behalf of the Employer.

## ARTICLE 26 – MILITARY LEAVE

- The Leaguers supports employees involved in the United States Armed Forces by providing military leave for military training or active duty. The United States Armed Forces includes the Army, Navy, Marine Corps, Air Force, Coast Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air Force Reserve, Coast Guard Reserve, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category designated by the President or State Governor in time of war or emergency. There are three categories of military leave:
  - a. Annual Military Training (Required Annual Training)
  - b. Operation Enduring Freedom (Call to Active Duty)
  - c. Voluntary Services of Draft (Employees who voluntary enlist)
- Employees in the Reserves or National Guard may take military leave to perform weekly or summer camp training. Military leave for annual training is ten (10) days per calendar year. To qualify for military leave, you must notify Human Resources of your training schedule and submit orders with the amount of compensation to be granted thirty (30) days in advance. Both the military and The Leaguers utilize federal funds therefore; any employee cannot be paid twice. Pay received for this leave is the difference in the pay received from the military. Example: if the employee's normal pay is \$100.00 per day and the military pays the employee \$75.00 The Leaguers will pay the remaining \$25.00.
- Employees who voluntarily enlist, who are drafted or who voluntarily participate in non-mandatory training exercises, may take an unpaid military leave. An Employee may use earned vacation time.

- While on military leave, certain health benefits will continue at the rate for up to six (6) months, provided that applicable employee contributions are made. At the end of the six (6) month period, you and your eligible family members will be offered COBRA for continuation of health benefits. If coverage is dropped due to non-payment before the 6-month period ends, COBRA will not be offered.
- Vacation, sick and personal time are not accrued during leave.

### Re-Employment

- While on military leave, an employee's service with The Leaguers will be considered continuous for six (6) months for the purpose of 403b retirement plan.
- Upon completion of military service for no longer than five (5) years and otherwise qualified, the employee is eligible for reemployment in the job they had or a comparable position as if they had not been absent for military service, with reinstatement of the same seniority, pay and benefits. The employee should provide Human Resources with documentation showing the duration and character (i.e., honorable or dishonorable discharge) of military service to establish re-employment.
- If your military service was thirty (30) days or less, you must return to work at your next scheduled shift that starts after adding reasonable commuting time for travel home and an eight-hour rest period.
- More than thirty (30) days: Apply for re-employment within 14 days after your release from service by calling Human Resources.
- Six months or more: Apply for re-employment within 90 days of your release from service by calling Human Resources.

## **ARTICLE 27 – MEDICAL LEAVE/ FAMILY LEAVE**

Section 1. Employees shall be entitled for all benefits provided by the federal Family and Medical Leave Act (FMLA). At the time of the execution of this collective bargaining agreement, eligible employees may take up to 12 weeks of unpaid job protected "Basic FMLA Leave" within a 12-month period for certain reasons.

1. To be eligible for FMLA leave, an Employee must have worked for the Employer: (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.
2. 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.

3. 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 a leave. However, to the extent permitted by law, accrued vacation, personal and/or sick time may be applied to any available FMLA leave at the discretion of the Employee.

Section 2. Employees shall be eligible for all benefits provided by the New Jersey Family Leave Act. (FLA). At the time of the execution of this collective bargaining agreement, eligible employees may take up to 12 weeks of continuous leave during a given 24-month period for the following reasons: (1) The care of a newly born or adopted child, as long as leave begins within one year of the date the child is born to or placed with the employee; or (2) The care of a parent, child under 18, spouse, or civil union partner who has a serious health condition requiring in-patient care, continuing medical treatment or medical supervision. The Family Leave Act considers parents to be: in-laws, step-parents, foster parents, adoptive parents or others having a parent-child relationship with an employee.

Section 3. In situations where a leave is provided by both the New Jersey Family Leave Act (FLA) and the federal Family and Medical Leave Act (FMLA), the employee is entitled to only up to 12 weeks of leave, in a 12 month period to care for a family member or newly born or adopted child. A leave granted due to the employee's disability is covered only by the federal FMLA and may be followed by an additional leave for the care of a family member under the New Jersey Family Leave Act.

Section 4. Should the FMLA and/or FLA change, this contract provision shall be enforceable consistent with the amended law(s).

## **ARTICLE 28 – MEDICAL AND DENTAL INSURANCE**

Section 1. All full-time employees who work an average of 35 hours per week or more and full-time Head Start Teachers, Associate Teachers and Associate Floaters who work an average of 31.25 hours or more per week are eligible to participate in the Employer's group health, vision and dental plans. The employer may change health benefit providers so long as the new plan provides benefits that are equivalent or better than the current benefits, Should the employer seek to change to a plan with benefits that are not equivalent or better, the employer may seek to bargain for such change.

Section 2. Employees shall pay the cost of the additional premiums for spousal and/or dependent coverage.

Section 3. Except for Head Start Pre-school teaching staff, coverage begins on the 91<sup>st</sup> day after the employee's date of hire

Section 4. Head Start Pre-School teaching staff are eligible for coverage as of the first day of hire.

Section 5. The parties agree to health benefit bargaining no later than September 1 of

each year for any benefit changes to be effective November 1 of each year.

Section 6. All employees who were enrolled in the Employer's health benefits plan on November 1, 2016 shall receive a one-time health benefits card in the amount of \$125.00. All employees enrolled in the Employer's health benefits plan after November 1, 2016 and through June 30, 2019 shall receive a one-time health benefits card in the amount of \$100.00.

## **ARTICLE 29 – REIMBURSEMENT FOR EXPENSES**

Section 1. The employer shall reimburse employees for reasonable expenses incurred for training or business that were previously approved by the Executive Director/CEO. All travel outside the county requires prior approval of the Executive Director/CEO. Original receipts are required for all business and travel expenses.

Section 2. The employer shall provide all necessary and required equipment and supplies. The employee must put in writing the needed material and supplies and receive approval for purchase. Upon written approval the employer will reimburse employees for the purchase of such supplies.

## **ARTICLE 30 – LIFE INSURANCE**

All full-time employees shall be provided with group life insurance in the amount of 1.5 times the employee's annual salary up to a maximum of \$150,000 and in accordance with the employer's plan design.

## **ARTICLE 31 – 403-B RETIREMENT PLAN**

Section 1. Qualifying employees shall be entitled to participate in the Employer's 403-B Retirement Plan subject to IRS limits.

Section 2. The Employer shall make a discretionary employer contribution of one and one-eighth percentage points (1.125%) of salary to the 403-B Retirement Plan for each employee and will determine at the end of the year, at its sole discretion, how much of an additional voluntary discretionary contribution, if any, it will choose to make.

Section 3. The first two (2) percentage points (2%) of salary invested by an employee in the 403-B plan will be matched dollar for dollar by the Employer's matching contribution. The employer match entitlement is based upon years of service with anything less than one year 0%, one year but less than two years 25%, two years but less than three years 50%, three years but less than four years 75%, and full vesting of 100% at four years. The employer discretionary matching contribution is based on available funding.

Section 4. The Employer contributions for 2019 under sections 2 and 3 shall be paid quarterly. The Employer's obligation to make contributions under Sections 2 and 3 in subsequent years shall be limited by demonstrated funding unavailability.

## **ARTICLE 32 – TRAINING**

Section 1. The Employer shall pay the full cost for all Pre Services and In-Service training and one-half the cost of CPR training.

Section 2. Training shall take place during regular working hours, unless for CPR training or unless required due to a mandate of a federal or state agency

## **ARTICLE 33 – PERFORMANCE STANDARDS**

Section 1. The parties agree to comply with all Head Start Program Performance Standards that affect terms and conditions of employment

## **ARTICLE 34 – DRESS CODE**

1. All employees who are required to wear a uniform must do so, unless otherwise specified.
2. If a supervisor believes that an employee is dressed inappropriately, the supervisor shall discuss the issue with the employee.
3. Employees who are dressed inappropriately may be subject to appropriate progressive disciplinary actions.

## **ARTICLE 35 – USE OF PERSONAL CELL PHONE OR OTHER ELECTRONIC DEVICES**

Section 1. The use of personal cell phones or other electronic devices is generally prohibited during the employee's work day. However, an employee may use an electronic device or make a personal telephone call during his/her workday if the use or call cannot take place before or after the employee's regular work day and the use or call is during the employee's duty free time lunch/break or preparation period, and the use or call is outside the presence of students.

Section 2. Except has specified in Section 4, employees are prohibited from making calls or using electronic devices to communicate, including smart watches, when supervising children.

Section 3. Electronic devices in the classroom are for instructional or emergency use only. Employees are prohibited from using electronic devices for non-instructional or non-emergency reasons in the classroom.

Section 4. Electronic devices including cell phone are allowed during walks and field trips with children and are to be used for instructional, medical and emergency purposes only.

Section 5. An employee who violates this Article may be subject to discipline.

## **ARTICLE 36 – PERSONNEL FILES**

All employees may inspect their personnel files upon written request to the Human Resources Department. After receipt of the employee's request, the Human Resources Department shall make the files available with seventy-two (72) 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. No items will be removed from employee's files, but employees may upon written request receive copies of any items in their files. Any inspection shall take place before or after job hours under the supervision of personnel from the Human Resources Department.

## **ARTICLE 37 – TRANSFERS**

Section 1. The Employer shall post notices of all vacant positions.

Section 2. Employees may submit requests to be transferred to vacant positions for which they are qualified. Such request shall not be unreasonably denied.

## **ARTICLE 38 – RELATIVES**

Section 1. There shall be no prohibition against a relative of an employee attending the same center as an employee, except that the relative should not be in the same classroom as the employee.

## **ARTICLE 39 – HEALTH, SAFETY AND WORKERS' COMPENSATION**

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 information concerning health and safety problems. Employees shall immediately report any work place health or safety problem to the program supervisor and/or Director of Facilities Services. The program supervisor and/or Director of Facilities Services shall record all complaints and forward them to the appropriate authority. The Employer will investigate any report of a health or safety problem, determine the validity of same, and take 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 program supervisor, 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 will call 911. 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.

Section 6. Whenever an employee suffers a personal injury by an accident arising out of or in the course of his/her employment with the employer, said employee shall be covered in accordance with provisions of the NJ Workers' Compensation laws

**ARTICLE 40 – NO STRIKES OR LOCKOUTS**

Section 1. The Union agrees that during the term of this Agreement there shall be no strikes, cessation, stoppage or interruption in work.

Section 2. The Employer agrees that during the term of this Agreement there shall be no lockouts.

**ARTICLE 41 – SEPARABILITY AND SAVINGS CLAUSE**

Section 1. 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 42 – DURATION**

Section 1. This Agreement shall be deemed to take effect as of February 1, 2019 and continue until January 31, 2021, 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.

**THE LEAGUERS, INC**

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

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