

**Agreement Between**

**LA CASA DE DON PEDRO**

**and**

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

**January 1, 2025 - June 30, 2028**

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## **AGREEMENT**

**Early Childhood Pillar -** (hereinafter referred to as “EC”)

**THIS AGREEMENT** made and entered into this \_\_\_ day of May, 2026, between **LA CASA DE DON PEDRO** (hereinafter referred to as “LCDP”) and **COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO** (hereinafter referred to as “Union”).

**Community Empowerment Pillar -** (hereinafter referred to as “CE”)

**THIS AGREEMENT** made and entered into this \_\_\_ day of May, 2026, between **LA CASA DE DON PEDRO** (hereinafter referred to as “LCDP”) 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**

Section 1. 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 Non-Professional and Professional Employees employed by the Employer working in the City of Newark, New Jersey, excluding all Confidential Office Clerical Employees, Managerial Employees, Guards, and Supervisors as defined in the National Labor Relations Act within the following pillars as described below:

1. Early Childhood
  - i. Pre-K only
2. Community Empowerment

## **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 to require the Employer to violate any applicable law.

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

Section 1. LCDP 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 LCDP. LCDP 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**

Section 1. Within EC, 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.

Section 2. Within CE, 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.

Section 3. The Union will provide advanced notice at a minimum of 3:00 pm the day prior to the proposed visit, or earlier whenever possible, except in urgent situations. This notification will include the visit's date, time, and location.

Section 4. The Union will have the opportunity to meet with members of the bargaining unit during non-working hours, including but not limited to before the start of a shift, after working hours, and duty-free meal and break periods.

Section 5. Any Union representative visiting the worksite shall be accompanied by a staff member who has completed a comprehensive background clearance. Union representatives will meet with members in areas including but not limited to breakrooms, lunchrooms, parent rooms, or areas where childcare/education work is not actively being conducted to ensure that operations and active supervision of children are not disturbed during meetings.

## **ARTICLE 5 – SHOP STEWARDS**

Section 1. Union shop stewards may represent bargaining unit employees in all matters pertaining to terms and conditions, and their action, 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 work site.

Section 3. The Union will be responsible for informing the Employer of changes in Union Representative, Shop Stewards, and other contact information.

Section 4. It is the responsibility of the Union to notify LCDP of the assigned shop stewards by way of the Designation of Shop Steward Letter.

## **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, 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**

Section 1. 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**

Section 1. 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 students and visitors to work sites, with respect.

Section 2. The Employer and Union agree that the work environment should be characterized by mutual respect for all individuals. Every employee has the right to be treated with dignity and respect and to work in a safe and healthy environment. Both parties agree to collaborate in addressing issues that may undermine a respectful, inclusive, and cooperative workplace, and to support training, education, and practices that uphold this standard.

## **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**

Section 1. 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, color, religion, sex, (including pregnancy, sexual orientation, or gender identity), national origin, age (40 or older), disability and genetic information (including family medical history).

Section 2. In addition, the provisions of this Agreement shall be applied by the Employer and the Union without regard to actual or perceived race, creed, color, national origin, ancestry, age, marital status or domestic partnership/civil union status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, or because of liability for service in the Armed Forces of the United States or the nationality of any individual, or because of the refusal to submit to a genetic test or make available the results of a genetic test to an employer, union status or any other classification protected by federal, state or local law.

Section 3. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Section 4. The Employer is dedicated to fostering an inclusive and respectful work environment. The Employer will take all necessary steps to ensure that the workplace is free from discrimination and harassment, and will promptly address any concerns or complaints in accordance with the Collective Bargaining Agreement and the Employer's policies and procedures.

## **ARTICLE 11 – ORIENTATION PERIOD**

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

Section 2. During the orientation period, employees shall be subject to dismissal for any reason without recourse to the grievance and arbitration procedure. An employee discharged during their orientation period or their designated Union Staff Representative may request that the employee's termination be reviewed by the Employer by filing a written request within three (3) working days of discharge. The written request will state the basis upon which the discharge is being challenged. The employee or their 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 orientation 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.

## **ARTICLE 12 – SENIORITY**

Section 1. Seniority is calculated based on the total tenure of the employee with LCDP. Tenure is calculated in terms of years, months, and days of service. Employees hired after the effective date of this Agreement will have seniority as of their date of hire, if they pass their 90-day orientation period. Seniority shall not apply except as expressly set forth in this Agreement.

Section 2. 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.

Section 3. The calculation for seniority will reset for employees with a lapse of service of over one year.

## **ARTICLE 13 – LAYOFFS**

Section 1. In the case of layoffs, any temporary employees will be laid off first, and then employees in their orientation period. 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 they have 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 their bumping rights in writing within three (3) working days of notice, will be laid off.

Section 3. An employee bumping into a lower rated position will be placed on the corresponding step in their new range level. Ex. An employee moving from Range 2, Step 15 will be placed in Range 1, Step 15.

Section 4. The Employer will provide the Union and affected employees with six (6) weeks' notice of layoff. In the event of unforeseen contract termination or loss of external funding beyond the Employer's control, the Employer shall provide notice as soon as reasonably practicable.

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 they fail to report to management their 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 they fail 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:

- a. The employee and/or the Union steward shall present the grievance to the Human Resources Office and the parties will discuss the grievance and attempt to resolve it.
- b. In the case of discipline or discharge, the grievance must be presented within ten (10) working days of when either the Employee or the Union receives notice of the discipline or discharge, whichever is later.
- c. In the case of any other dispute, the grievance must be presented within twenty (20) working days of when either the employee or Union had knowledge of the matter, whichever is later.
- d. The Employer shall provide the employee and/or steward with a written response to the grievance within ten (10) working days of receipt or request a grievance meeting within ten (10) working days.
- e. If no response is provided within ten (10) working days, it shall act as a denial of the grievance and entitle the Union to proceed to Step 2.

### STEP 2:

- a. 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 Human Resources Office within fourteen (14) working days after receiving the Employer's response to the Step 1 grievance.
- b. The Employer and the Union shall meet within fifteen (15) working days following the receipt of the Union's notification in order to attempt to resolve the grievance.
- c. The Employer will respond in writing within five (5) working 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) working 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) working days after the Employer's decision from the Step 2 meeting is received.

Section 4. Both parties can mutually agree to extend the time limits under this Article to settle a grievance with written communication and confirmation from the other party. Any extension should not exceed fourteen (14) working days.

Section 5. 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 6. The cost of the arbitration shall be borne equally between the Employer and the Union.

Section 7. 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. Recorded conversations shall not be considered for progressive discipline purposes and are not subject to this Article.

Section 2. Discipline shall be issued within ten (10) working days of the last event giving rise to the discipline, or within ten (10) working 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 their 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 outlined in Article 14 of this Agreement.

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.

Section 7. Verbal Warnings that are more than three (3) years old shall not be used for progressive discipline. However, it shall remain in the employee's personnel file.

Section 8. The Employer, upon request, will make available to the Union information in its possession to which the Union is entitled to properly represent the employee. Management will provide the requested information within seven (7) working days from receipt of the request. Information to which the Union is entitled, includes, but is not limited to, all witness statements relevant to the charges, investigative reports, e-mails, letters, memorandums, prior disciplinary charges, policies and procedures, and other reports. The names of unit members will not be redacted from investigation reports.

## **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. The parties agree that employees, as of January 1, 2025, shall be placed in the following salary ranges by title:

### **Range I**

21ST CCLC DATA COORD./SR COUNSELOR

ADMINISTRATIVE ASSISTANT I

ASSISTANT COOK

ASSISTANT COOK/JANITOR

COUNSELOR (JR)

DRIVER

FAMILY WORKER I (EC)

JANITOR

JANITOR/DRIVER

INTAKE SPECIALIST

RECEPTIONIST

SENIOR COUNSELOR

VOL. & COMM. PARTN. COORD (VCPC)

### **Range II**

ADMINISTRATIVE ASSISTANT II

FAMILY WORKER II

INSTRUCTOR

### **Range III**

SITE COORDINATOR I

HOUSING COUNSELOR

## HOUSING COUNSELOR - HUD CERTIFIED

### **Range IV**

FAMILY PARTNER (CE)

### **Range V**

SITE COORDINATOR II

### **Range VII**

CASE MANAGER/PREP COUNSELOR

Section 3. The Employer shall meet with the Union to address the salary range and union classification for any newly created position(s). The Employer will submit a copy of the finalized job announcement to the Union.

Section 4. When promoted, an employee shall be placed in the higher range at one step above the step corresponding to a salary equal to or higher than the employee's current salary.

Section 5. Upon execution of this Agreement, employees shall be placed on the range and step corresponding to their job title and as of July 1, 2025. The 2025 salaries shall be paid retroactive to July 1, 2025 or date of hire if hired after July 1, 2025.

Section 6. Beginning July 1, 2026, and on each July 1st thereafter, employees shall move one step on that year's Salary Guide. Employees at step 20 as of July 1, 2026 shall have an off guide salary increase of 2% on July 1, 2026.

Section 7. Should any additional salary increases or bonuses be made possible by allocations from the Employer's funding sources, the Employer shall provide prior notice to the Union of any proposed salary increases. The parties shall meet promptly to reach agreement prior to any distribution of proposed salary increases.

### Section 8. EC 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 unless the parties have otherwise agreed.

## **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.

Section 4. Each teacher shall be scheduled for a minimum of 30 minutes of preparation time per week. No teacher will lose a preparation period in any given week except in an emergency, emergency drill, field trip, half-day session, professional development day, school closure, or absence. Teachers shall not be assigned to any other duties during their preparation period.

## **ARTICLE 18 – INCLEMENT WEATHER**

Section 1. LCDP will make every effort to maintain normal work hours even during inclement weather. LCDP will follow the Newark Public School closing advisory for all school-based programs. School-based employees will receive confirmation of NPS advisory from their supervisor or the President and CEO via email. All other programs will receive closing notification from their supervisor or the President and CEO via email.

Employees shall be paid their regular salary if LCDP closes their program or work site due to inclement weather.

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 time if applicable. If no PTO 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 supervisor by telephone, text, or email an hour prior to the start of their work day. If traffic, transit, or weather-related circumstances or emergent conditions prevent advance notice, employees should notify their supervisor as soon as reasonably possible.

Section 3. On days when weather conditions worsen as the day progresses, LCDP'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 Managing Director or alternate to do otherwise.

## **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. Community Empowerment employees shall have a minimum of fifteen (15) paid holidays (thirteen (13) designated holidays that are below and two (2) floating holidays).

- New Year's Day
- Martin Luther King, Jr., Day
- Presidents' Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous People's Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

Should the Newark Public School District schedule more than fifteen (15) holidays for 12-month employees, employees shall receive those holidays as floating holidays which can be used during the winter recess. Newark Public Schools administrative days are not considered holidays. Employees shall receive the holiday schedule in January of each year.

Section 3. 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 4. An employee who works on a holiday will be paid at the premium rate (double time).

Section 5. Employees in Early Childhood will observe administrative days and holidays as designated on the Newark Public Schools calendar for both 10-month and 12-month employees.

Section 6: The use of these floating holidays will be based on a first-come-first-serve basis, as requested on Paylocity or LCDP's current payroll and attendance system, and must be approved by management.

## **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 4 days per year 2.40 hrs. first payroll of the month
  - 10+ years 5 days per year 3.00 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. PTO will accrue based on the tier in the first pay period after the employee's anniversary date. For example, an employee meets the 6-9 years eligibility requirement at the commencement of their 6th year of service.

Section 5. Where practical, an employee will provide 48 hours' notice and requests shall not be unreasonably denied. Denials of PTO requests shall be provided within 48 hours or the request shall be considered granted. 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 request disputes shall be reconciled on a first-come-first-serve basis, as requested on Paylocity or LCDP's current payroll and attendance system, and must be approved by management. Thereafter, PTO request disputes shall be reconciled by seniority.

Section 7. Summer Enrichment employees who do not request anytime off time during the summer months of July and August they will be provided with a stipend of \$2.00/hr for the summer days if they do not miss any workdays. To be eligible for the stipend, an employee using more than two PSL days must provide a doctor's note.

Section 8. Upon separation from LCDP, an employee shall be entitled to payment of any earned but not used PTO time.

Section 9. PTO requests for the first and last week of school shall be considered restricted periods for School-based 10-months and 12-months employees. Special circumstances will be taken into consideration, these requests should be submitted to the VP of Programs and Managing Director.

## **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 eight four (84) hours of PSL accrued monthly on the first of each month. Full-time 10-month employees are eligible for up to sixty (60) hours of PSL accrued monthly on the first of each month.

Section 3. All other classifications of employees are eligible for up to forty (40) hours of PSL per fiscal year, accrued at the rate of one hour of PSL for every thirty (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. LCDP reserves the right to request documentation that the PSL time was necessary for three (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 carry over up to eighty-four (84) hours. 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 six (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. LCDP will not retaliate against any employee who has properly exercised their rights to PSL.

Section 12. At the sole discretion of the President and CEO, LCDP may loan PSL time in advance under extenuating circumstances. The President/CEO 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" means an employee's spouse, domestic partner (see section 4 of P.L. 2003, c. 246), civil union partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household or any other individual whose close association with the employee is the equivalent of a family relationship, such as a step-relative (N.J. Admin. Code § 4A:1-1.3).

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.

Section 4. All bereavement requests must be accompanied by an obituary, formal announcement, or other reasonable proof.

## **ARTICLE 23 – JURY DUTY**

Section 1. Employees who are summoned for jury duty will be excused from work until jury duty is completed. Employees must provide LCDP 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 their regular working hours.

## **ARTICLE 24 – POLITICAL ACTION LEAVE**

Section 1. Each employee shall have the opportunity to exercise their 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 LCDP 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 LCDP. Paid staff and volunteers are expected to avoid the appearance that their personal political activity is authorized by or on behalf of LCDP. 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 LCDP 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 within three (3) working days of receipt 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 twelve (12) weeks of unpaid job protected "Basic FMLA Leave" within a 12-month period for certain reasons and up to twenty-six (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 twelve (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 twenty-six (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 twelve (12) months after that date.

### **Section 2. Eligibility for FMLA Leave**

To be eligible for FMLA leave, an Employee must have worked for LCDP: (1) for at least twelve (12) months (which need not be consecutive); and (2) have worked for at least 1,250 hours in the twelve (12) months preceding the anticipated leave; and (3) work at a LCDP work site that has 50 or more employees or, within a 75-mile radius of LCDP 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 LCDP employs both spouses, they are entitled to a combined total of twelve (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 LCDP at least thirty (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 LCDP business operations.

In addition, if an Employee needs leave for their 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. LCDP also may require a second or third opinion (at LCDP's expense), and/or periodic re-certification of the serious health condition. LCDP 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 their share of health insurance premiums while on leave. While on unpaid FMLA leave an Employee can pay their share of premiums in several ways. As required under FMLA regulations, LCDP 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, LCDP 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 thirty (30) calendar days, the Employee will be required to reimburse LCDP for the cost of the premiums paid by LCDP 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

LCDP 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, LCDP requests at least two weeks' advanced notice.

If an Employee is returning from leave taken for their own serious health condition, the Employee will be required to provide a certification of fitness for employment. LCDP 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, LCDP 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 their 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. LCDP also may require a second or third opinion (at LCDP's expense), and/or periodic re-certification of the serious health condition. LCDP 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 thirty (30) or more employees worldwide 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, foster, or adopted child; to care for

a child, parent, spouse, or other eligible family member with a serious health condition; to care for an eligible family member who has been isolated or quarantined because of suspected exposure to a communicable disease during a state of emergency; or to provide required child care or treatment for a child if their school or place of care is closed by order of a public official due to an epidemic of a communicable disease or other public health emergency during a state of emergency. 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 may be applied to any available NJFLA leave at the discretion of the Employee.

A parent means a person who is the biological parent, adoptive parent, foster 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, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier. 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 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, 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.

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 the 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 Managing 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**

Section 1. 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. 401K**

All employees shall be entitled to participate in the Employer's 401k Retirement Plan upon hire.

- a. Upon hire, employees will be automatically enrolled to the Plan and will contribute 2% of their salary to the Plan. After the first year of employment, an employee's automatic contribution will increase by 2% every year until it reaches a maximum contribution of 4%.
- b. An employee who does not wish to participate in the Plan may opt out of contributions to the Plan via the plan's online portal.
- c. The first four percentage points (4%) of salary invested by an employee in the 401K plan will be matched dollar for dollar by the Employer's matching contribution. Example: Employee contributes 1%, Employer matches 1%.
- d. Employees are advised to review the Plan Document for more information about the Plan.
- e. The Employer will coordinate informational sessions for covered members on an annual basis.

### **Section 2. Safe Harbor Plan**

LCDP participates in a Safe Harbor 401(k) Plan that meets certain IRS requirements.

Specifically, safe harbor plans ensure that the employer's contributions are 100% vested from day one. This gives employees full access to their contributions and matching funds, even if they leave the company before retirement.

## **ARTICLE 31 – PERSONNEL FILES**

Section 1. 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 – DRESS CODE

Section 1. The purpose of this policy is to establish a dress code that ensures a professional, inclusive, and safe working environment for all employees. The policy is designed to reflect the company's values and foster a respectful, comfortable atmosphere for everyone. All employees are expected to adhere to the dress code, with specific exceptions as directed by management for special activities or events.

Section 2. Employees are expected to wear modern business attire during regular working hours. Clothing should be professional, neat, clean, and well-maintained. Examples of acceptable attire include:

- Uniforms: LCDP logo-branded apparel as part of company branding initiatives or operational needs.
- Tops: Button-down shirts, blouses, polo shirts, blazers, sweaters, and professional tops.
- Bottoms: Dress slacks, skirts, dresses, khakis, or tailored pants.
- Footwear: Professional shoes, including flats, loafers, or dress shoes, casual slip-on or tie shoes, and clean athletic shoes. Construction footwear may be worn by appropriate titles, e.g., janitorial staff.
- Head Garments: Head coverings including but not limited to religious head coverings (i.e., hijabs, kippahs, and turbans), medical head coverings, or other headwear as part of cultural expression as recognized by federal, state, and local laws and regulations.
- Accessories: Belts, ties, scarves, and jewelry should be modest and professional.

Employees should avoid wearing overly casual clothing, such as:

- Inappropriate Clothing and Head Garments:
- Sweatpants, leggings (unless paired with an appropriate top or dress), and shorts.
- Tank tops, crop tops, or clothing with offensive or inappropriate images/text.
- Ripped, torn, or excessively distressed clothing.
- Flip-flops, slippers, or sneakers that are not part of business attire.
- Durags, bandanas, or other similar items that do not align with a professional work environment.

Section 3. Employees working in childcare or early education settings may have additional dress code requirements in accordance with the Department of Children and Families Office of Licensing – Child Care Center Manual. Dress code guidelines include, but are not limited to:

Safety First: Clothing must not pose any safety hazards to children. For example, avoid wearing jewelry, scarves, or loose items that could be grabbed or cause accidents.

- Closed-Toe Shoes: Shoes should be practical, comfortable, and closed-toe to ensure safety during physical activities and when interacting with children.
- No Loose Fabrics: Avoid overly baggy clothing that may interfere with activities or present tripping hazards.

Section 4. Exceptions to the dress code are as follows:

- Casual Days: On certain days, employees may be permitted to wear more casual attire (e.g., jeans, casual tops), provided they still maintain a neat and professional appearance.
- Special Activities: During team-building events, community outreach, or other special occasions, management may provide guidelines for attire that suits the activity's nature.

Section 5. Employees have the right under the National Labor Relations Act to wear union buttons and hats, T-shirts and sweatshirts with union insignia that might not otherwise conform with the dress code requirements of the above sections except where doing so would jeopardize child safety.

- Note: Employees in need of a religious accommodation regarding any aspect of the dress code policy are required to submit a formal request to the HR Office. Management will address any clothing deemed inappropriate or unprofessional on an individual basis.

## **ARTICLE 33 – RELATIVES**

Section 1. There shall be no prohibition against a relative of an employee being employed by LCDP, except that a relative shall not be in the same worksite as the employee. No employee may be assigned to a position where they would directly or indirectly report to a related employee.

Section 2. To maintain a professional and unbiased educational environment, it is essential that teachers and assistant teachers are not related to each other within the same classroom. Additionally, they should not be responsible for supervising children to whom they are related. This policy helps ensure fairness, objectivity, and the avoidance of any potential conflicts of interest.

## **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 Managing Director and/or Director of Human Resources. The Managing 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 their immediate supervisor, who will notify Human Resources 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.

Section 6. Except for cleaning and sanitizing of work areas, classrooms or bathrooms required by State regulations or guidelines, worksites are to be regularly cleaned and sanitized by custodial and maintenance staff. Non-custodial staff shall not be responsible for cleaning or mopping after school or disposing of trash in dumpsters.

## **ARTICLE 35 – SCHOOL YEAR PLACEMENTS AND REASSIGNMENTS**

### **Section 1. School Year Placement**

A school year placement is the assignment of an employee to a job site within their job classification before the start of the school year. School year placements will be based on workers' qualifications and documented performance subject to operational need.

### **Section 2. Reassignment**

A reassignment is a type of school year placement that involves the movement of an employee from one job site to another job site within their job classification before the start of the school year. Any special hardships will be given due consideration.

Section 3. The Employer will make a good faith effort to notify personnel of their site placement by August 1st of the new school year. However, school year placements are not guaranteed until the first day of school.

Section 4. At the beginning of the school year, the Employer will provide each employee with a final placement letter detailing their compensation, position, and site location.

Section 5. Absent an emergency, the Employer will give seven (7) working days' notice before a reassignment takes effect.

Section 6. Upon a reassignment, all accrued PTO and PSL time balances shall be transferred with the employee.

Section 7. Employees must promptly provide the Employer with any new credentials as soon as they are obtained. The Employer will then submit these credentials to the school district to determine the salary for the new school year. Any certifications or degrees attained after the start of the school year are not guaranteed to result in a new salary determination by the school district.

Section 8. Employees shall be given twenty working day notice of a long-term change in shift start and end time.

## **ARTICLE 36 – TRANSFERS**

Section 1. No bargaining unit employee shall be transferred to a work site other than the Employer's 202-216 First Street, 75 Park Avenue, 23 Broadway and 39 Broadway, and 282 First Avenue Newark, New Jersey facilities without Union permission.

Section 2. A transfer is the movement of an employee from one job site to another job site within their job classification that occurs after the first day of the new school year and will be based on workers' qualifications and documented performance.

Section 3. A transfer is temporary when it is for less than twenty (20) working days and will require a 48-hour notification. Voluntary transfers and involuntary transfers for more than twenty (20) working days will require five (5) working days' notice.

Section 4. Where qualifications and documented performance are substantially equal, overall agency seniority shall govern transfers.

Section 5. Employees who are approved or denied a transfer shall be provided with an explanation in writing upon request and a copy sent to the Union.

Section 6. Upon all transfers, all accrued PTO and PSL time balances shall be transferred with the employee.

## **ARTICLE 37 – PROMOTION**

Section 1. Promotions will be based on workers' qualifications and documented performance. Where qualifications and documented performance are substantially equal, overall agency seniority shall govern. Employees with seniority denied a promotion shall be provided with an explanation upon request with a copy to the union.

Section 2. Upon a promotion, all accrued PTO and PSL time balances shall be transferred with the employee.

## **ARTICLE 38 – JOB ANNOUNCEMENTS**

Section 1. To provide promotional opportunities for employees within the agency, all vacant positions shall be posted internally for a minimum of seven (7) working days at every site.

## **ARTICLE 39 – STAFFING RATIOS**

Section 1. Class size shall not be greater than fifteen (15) children with one certified teacher and one appropriately qualified teacher assistant, pursuant to N.J.A.C. 6A:13A-4.3.

## **ARTICLE 40 – FUNDING CONTINGENCIES**

Section 1. In the event of funding cuts exceeding 10% to any contractual or funding levels, LCDP and CWA agree to convene to discuss potential reductions in workforce, adjustments to employee benefit premiums, furloughs, and other cost-saving measures.

## **ARTICLE 41 – STANDARDS OF CONDUCT**

Section 1. LCDP requires that all staff adhere to the established Standards of Conduct, which are designed to promote a professional and ethical work environment.

Section 2. Early Childhood covered members are additionally subject to National Association for the Education of Young Children standards which ensure consistency with program operations.

## **ARTICLE 42 – 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.

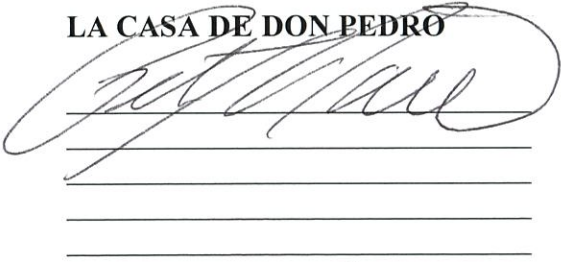
## **ARTICLE 43 – SEPARABILITY AND SAVINGS CLAUSE**

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 44 – DURATION

Section 1. This Agreement shall be deemed to take effect as of January 1, 2025 and continue until June 30, 2028 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.

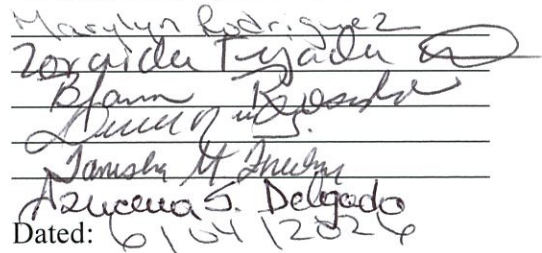
LA CASA DE DON PEDRO

  
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Dated:

6/4/26

COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO

  
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Dated:

6/4/2026