

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**CONCERNED PARENTS FOR HEAD START**

**and**

**PATERSON EARLY CHILDHOOD FEDERATION  
OF TEACHERS**

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**December 1, 2006 – November 30, 2009**

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## **ARTICLE 1 – PURPOSE**

### **Section A – Agreement**

This collective bargaining Agreement, herein referred to as the “Agreement,” is entered into by the Paterson Early Childhood Federation of Teachers (PECFT), Local 6316 of the New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO, herein referred to as the “Union,” and the Concerned Parents for Head Start (CPHS), herein referred to as the “Employer,” and herein referred jointly as the “Parties,” effective December 1, 2006.

### **Section B – Purpose**

The Parties are committed to serving the best interests of the families and children enrolled in the Employer’s programs. Further, the Parties are committed to building and maintaining harmonious relations, to provide for an equitable and peaceful adjustment of differences where they may arise and to establish, through this Agreement, the hours, wages and conditions of employment for Employees. The Parties commit themselves to ensuring that high quality early childhood programs are delivered to the children and families served by the Employer’s programs. Further, the Parties are dedicated to working with low income families and individuals to build community and advocate for economic and social justice.

## **ARTICLE 2 – DEFINITIONS**

### **Section A – “Employee”**

The term “Employee” as used in this Agreement shall refer to members of the bargaining unit. In some cases, “Head Start” or “Abbott” will precede the word “Employee” when it is necessary to distinguish.

### **Section B – “Day”**

The term “day” as used in this Agreement shall refer to a work day in which the Employer is open and conducting business.

### **Section C – “Instructional Staff”**

The term “instructional staff” shall refer to Head Teachers, Teachers, Lead Teachers, Teacher Assistants, and Infant/Toddler Teacher Assistants.

### **Section D – “Regular Full-Time Employee”**

The term “Regular Full-time employee” shall refer to an employee who regularly and customarily is scheduled to work at least 37.5 hours per week.

### **Section E – “Regular Part-Time Employee”**

The term “Regular Part-time employee” shall refer to an employee who regularly and customarily is scheduled to work less than 37.5 hours per week.

## **ARTICLE 3 – UNION RECOGNITION AND SECURITY**

### **Section A – Union as Exclusive Bargaining Agent**

As set forth in the Certification of Representation, NLRB Case No. 22-12581, the Employer recognizes the Union as the sole and exclusive bargaining agent for all Regular Full-time and Regular Part-time Employees in the positions of Social Worker, Head Teacher, Teacher, Infant Toddler Lead Teacher, Infant Toddler Teacher Assistant and Teacher Assistant employed by the, the specific classifications of which are set forth in Appendix A. All other employees, including employees in the positions of RN, LPN, health aide, maintenance, driver, bus attendant, cook, nutrition assistant, parent advocate, family worker, office clerical guard and supervisor, as that term is defined in the National Labor Relations Act, are excluded from the bargaining unit.

### **Section B – Maintaining Membership**

It shall be a condition of employment for Employees that they become Union members and maintain membership in the Union during the term of this Agreement. The obligation to maintain membership is satisfied by tendering to the Union the dues uniformly required as a condition of acquiring or retaining membership. New Employees must become Union members no later than the conclusion of their probationary period as set forth in Article 14 of this Agreement.

### **Section C – Dues Deduction**

Upon receipt of a written check off authorization from an Employee covered by this Agreement, the Employer shall deduct from the Employee's wages the regular Union membership dues. The Employer shall remit these deductions to the Union within thirty (30) days together with a list of Employees for whom such deductions are made.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will defend, indemnify and hold the Employer harmless from any claims and in any actions or proceedings by an employee arising out of deductions made by the Employer hereunder.

## **ARTICLE 4 – UNION REPRESENTATION AND STEWARD**

### **Section A – Notification to Employer of Union Representatives**

The Union shall advise the Employer in writing of the names of Union representatives and Union Stewards who shall represent the Employees.

### **Section B – Union Stewards by Site**

There shall be six (6) Union Site Stewards. One of the Union Site Stewards shall be designated by the Union as the Chief Steward.

### **Section C – Conducting Union Business on Paid Work Time**

Union Stewards shall be allowed to conduct Union business on paid work time as long as the time taken is reasonable. The duties a Union Steward may perform during paid work time are representing an Employee in an investigatory interview conducted by the Employer, representing an Employee at any step in the grievance procedure, conducting an investigation in regard to a grievance or a potential grievance, distributing union materials to bargaining unit members and participation in labor-management committees.

### **Section D – Release Time for Union Business**

On September 1 of each year, a bank of five (5) Union business release days shall be established by the Employer. The Employer shall pay release time for Union business at the Employee's customary rate of pay. The Employer also shall pay all other payroll and benefit costs for such release time. On August 31 of the following year, any unused Union business release days shall be cancelled.

At least ten (10) days notice of intent to use Union business release days shall be submitted in writing to the Executive Director. Requests shall be made by the Local Union President, who shall designate the Employee(s) who shall take the leave. The Executive Director shall respond to the request within five (5) days and approval shall not be unreasonably withheld.

### **Section E – Union Representative Access to Work Sites**

Duly authorized State and/or Local Union Representatives shall have access to Employees' work sites and be permitted to confer with any Employee provided that this shall not interfere with the operational requirements or instructional duties of the Employee's job. Prior to going to a work site, the Union Representative must receive approval from the appropriate managers of all employees involved after advising of the approximate time of the anticipated visit to the work site and the purpose of the visit. Such approval shall not be unreasonably denied.

### **Section F – Sharing of Information**

Upon request, the Employer shall provide the Union with the names of the Policy Council and Board of Director members.

### **Section G – Regular Labor-Management Meetings**

The President of the Paterson Early Childhood Federation of Teachers (PECFT) and the Executive Director, or their designees, shall meet and consult at regular intervals in the attempt to resolve issues before such become problems or grievances. The PECFT President and Executive Director, or their designees, may constitute a Labor-Management Committee to more fully address issues of mutual concern to the Parties.



Such a Committee shall be made up of three (3) bargaining unit members and three (3) Employer representatives; each Party shall choose their own representatives.

## **ARTICLE 5 – SENIORITY**

### **Section A – Seniority List**

The Employer shall provide to the Union a list of all Employees in the bargaining unit within thirty (30) days of the beginning of each school year. This seniority list shall include the following information on each Employee: last name, middle initial, first name, work site, home address (street or mailing address, city, state and zip code), job classification, date of hire, years of service, date of promotion (if applicable) and pay rate.

The Employer shall also provide the Union with the above information for new hires within ten (10) days of the first day of employment and for promoted Employees within ten (10) days of the first day in the promoted position.

### **Section B – Seniority Accrual**

Seniority for Employees accrues from the date of hire by the Employer. Seniority within job classification accrues from the date the Employee began to work in that classification.

### **Section C – Loss of Seniority Rights**

An Employee shall automatically lose all seniority rights for the following reasons (a) termination for just cause or (b) resignation.

### **Section D – Seniority Considerations in Promotions**

For purposes of promotions, when qualifications of the applicants are equal, greatest seniority shall be the deciding factor in awarding the promotion.

## **ARTICLE 6 – WAGES**

### **Section A – Head Start COLA**

#### ***1. 2006-2007 COLA:***

The Employer shall dedicate the entire 1.5% COLA received for the 2006-2007 fiscal year to increasing Head Start wages (Agency-wide), along with necessary payroll taxes.

#### ***2. 2007-2008 COLA Reopener:***

Once the Employer has been advised by the Funding Agency of the COLA for the 2007-2008 fiscal year (December 1, 2007 - November 30, 2008), the Employer shall immediately notify the Union of the COLA amount and the parties shall commence negotiations over the use of the COLA funds within five (5) business days. The purpose of these negotiations shall be solely to reach agreement as to how Employee wage rates should be increased effective December 1, 2007. In no event shall any Employee receive a wage increase that is less than the COLA approved by the Funding Agency for the

2007-2008 fiscal year. The Employer shall issue retroactivity checks to Employees no later than the August 2008 pre-service provided the Funding Agency has approved the proposed increase in Employee wage rates for the 2007-2008 fiscal year.

**3. 2008-2009 COLA Reopener:**

Once the Employer has been advised by the Funding Agency of the COLA for the 2008-2009 fiscal year (December 1, 2008 - November 30, 2009), the Employer shall immediately notify the Union of the COLA amount and the parties shall commence negotiations over the use of the COLA funds within five (5) business days. The purpose of these negotiations shall be solely to reach agreement as to how Employee wage rates should be increased effective December 1, 2008. In no event shall any Employee receive a wage increase that is less than the COLA approved by the Funding Agency for the 2008-2009 fiscal year. The Employer shall issue retroactivity checks to Employees within 30 calendar days after it has received the Funding Agency's Grant Award approving the proposed increase in Employee wage rates for the 2008-2009 fiscal year. The Employer shall issue retroactivity checks to Employees no later than the August 2009 pre-service provided the Funding Agency has approved the proposed increase in Employee wage rates for the 2008-2009 fiscal year.

**4. Financial Information.**

The Employer shall provide the Union with a copy of the Grant Award within five (5) days of its receipt from the Funding Agency.

**Section B – Head Start**

**1. 2006-2007 Incentives:**

The Employer shall use \$68,286 of the projected 2006-2007 budget surplus in the personnel line item to fund permissible Employee incentives and/or additional pension contributions for the 2006-2007 Head Start fiscal year.

**2. October 1, 2008 Reopener:**

The parties shall commence negotiations on or about October 1, 2008 over the use of the projected budget surplus in the personnel line item as of September 15, 2008 to fund permissible Employee incentives and/or additional pension contributions. The Employer shall hold a minimum of 55% of this projected surplus pending completion of these negotiations, it being expressly understood that this does not constitute a guarantee that this surplus will be used to fund Employee incentives and/or pension contributions. There shall be no restriction of the Employer's use of the funds in the personnel line item prior to September 15, 2008.

**3. October 1, 2009 Reopener:**

The parties shall commence negotiations on or about October 1, 2009 over the use of the projected budget surplus in the personnel line item as of September 15, 2009 to fund permissible Employee incentives and/or additional pension contributions. The Employer shall hold a minimum of 55% of this projected surplus pending completion of these negotiations, it being expressly understood that this does not constitute a guarantee that this surplus will be used to fund Employee incentives and/or pension contributions.

There shall be no restriction of the Employer's use of the funds in the personnel line item prior to September 15, 2009.

### **Section C – Abbott Program**

Effective September 1 of each year of this Agreement, the wage rates of all Employees employed in the Abbott Program shall be increased by the COLA approved by the Funding Agency.

### **Section D – Minimum Rates**

During the term of this Agreement, Employees shall be hired at no less than the following minimum rates.

<b><u>Position</u></b>	<b><u>Rate</u></b>
Social Worker	\$15.36
Head Start Head Teacher	\$15.36
Head Start Teacher	\$13.82
Blended Funding Teacher	\$23.75
Abbott Teacher	\$23.75
Head Start Infant Toddler Lead Teacher	\$11.58
Head Start Teacher Assistant	\$10.00
Head Start Infant Toddler Teacher Assistant	\$10.00
Blended Funding Teacher Assistant	\$13.28
Abbott Teacher Assistant	\$13.28

### **Section E – Pay for Work Outside of Classification**

Effective upon ratification of this Agreement, any Teacher Assistant required or approved to serve as a Teacher shall receive a stipend in the amount of \$17.50 for each day he or she serves as a Teacher. Any Teacher required or approved to serve as a Head Teacher shall receive a stipend in the amount of \$22.50 for each day he or she serves as a Head Teacher.

### **Section F – Substitutes**

In the event the Employer determines that a substitute teacher or substitute teacher assistant is necessary, the Employer shall secure the substitute as follows:

1. The Employer shall first seek volunteers from qualified part-time teacher assistants assigned to the location where the substitute opportunity exists.
2. If no such employee accepts the substitute assignment, the Employer shall next seek volunteers from qualified part-time teacher assistants at other locations.

3. If no qualified teacher assistant accepts the substitute opportunity, the Employer may obtain the services of a substitute from outside the Employer.
4. Employees serving as a substitute teacher or substitute teacher assistant shall be compensated for all additional hours worked. Additionally, teacher assistants serving as substitute teachers shall be entitled to Work for Outside Classification pay pursuant to Article 6(C).

To be qualified to accept a Head Start substitute assignment, the employee must possess a C.D.A. certification. To be qualified to accept an Abbott substitute assignment, the employee must possess a substitute teaching certification.

## **ARTICLE 7 – ADDITIONAL COMPENSATION AND EXPENSES**

### **Section A – Overtime**

Employees shall receive overtime compensation compensated at the rate of time and a half for all hours they are required and authorized by the Employer to work in excess of 40 hours in a work week. Vacation, sick leave, holidays, jury duty and bereavement leave are not hours of work and shall not be counted in determining hours worked in excess of 40 hours per week.

### **Section B – Mileage Payments**

When an Employee is required to use his or her personal vehicle to travel from site-to-site, to perform home visits or to attend training sessions or community meetings, such Employee shall be reimbursed for mileage at the applicable IRS rate. Employees may not be required by the Employer to use their personal vehicles for any other purposes. Employees who are required to drive their own vehicle for the above purposes must possess a valid New Jersey Driver's License and maintain automobile insurance in the minimum amounts required by law.

### **Section C – Tuition Reimbursement for Head Start Employees**

#### ***1. Teaching Staff Seeking Degrees in Early Childhood Education:***

With the prior written approval of the Executive Director, Head Start teaching staff (*i.e.*, Head Teachers, Lead Teachers, Teachers and Teacher Assistants) shall be reimbursed for courses leading to a CDA certificate or AA, BA, BS or MA degree in early childhood education or a related field. A degree in a related field means a college degree (AA or higher) with a program of study that includes six or more courses in early childhood education and/or child development. Tuition will be paid directly to the educational institution in advance of the course(s) to be taken. There will be no reimbursement for books, supplies, travel or other related expenses. The Employee must achieve a grade of "C" or better. The Employee must repay the full tuition paid by the Employer for all courses in which he/she does not achieve a grade of "C" or better or fails to complete. The Employee must also repay the full tuition paid by the Employer for all courses taken during the one (1) year preceding his/her resignation. The Employer's obligations under this provision shall be capped at the amount allocated

by the Funding Agency for this purpose. Tuition reimbursement shall be awarded on a "first come, first serve" basis.

***2. Additional Tuition Reimbursement for Head Start Employees:***

With the prior written approval of the Executive Director, Head Start Employees shall be reimbursed for courses leading to a certification or degree in other job related fields. There will be no reimbursement for books, supplies, travel or other related expenses. Tuition will be paid directly to the educational institution in advance of the courses to be taken. The Employee must repay the full tuition paid by the Employer for all courses in which he/she does not achieve a grade of "C" or better or fails to complete. The Employee must also repay the full tuition paid by the Employer for all courses taken during the one (1) year preceding his/her resignation. The Employer's obligations under this provision shall be capped at \$4,000 provided sufficient funds exist in the Employer's budget for this purpose. Tuition reimbursement shall be awarded on a "first come, first serve" basis.

***3. Tuition Application and Reimbursement Agreement:***

All Employees seeking tuition reimbursement must complete a Tuition Application and Repayment Agreement form, which is attached hereto as Appendix B.

**ARTICLE 8 – DISCIPLINARY PROCEEDINGS**

**Section A – Progressive Discipline**

The parties agree to embrace the concept of progressive discipline.

**Section B – Discharge**

No Employee shall be disciplined or discharged without just cause.

**Section C – Union Representation**

At any point in the disciplinary procedure an Employee has the right to have the appropriate Union Steward or Union Representative present. In the event of an Employer interview with an Employee that may lead to disciplinary action, the Employee has the right to have a Union Steward present.

**Section D – Employee Signature**

All disciplinary action taken by the Employer must be recorded and the Employee in question shall sign the document on which the disciplinary action is recorded. The Employee's signature shall document that the Employee received a copy of the disciplinary action. It shall not mean the Employee approves or consents to the disciplinary action.

### **Section E – Personnel File Inclusion**

All disciplinary actions recorded shall be held in the Employee's personnel file. Such documents shall be held for a period of three (3) years from the date of the disciplinary action and then removed from the Employee's file provided no similar disciplinary infractions have occurred during the intervening three (3) year period. Once removed, such disciplinary action shall not constitute grounds for further disciplinary action.

## **ARTICLE 9 – LEAVES**

### **Section A – Types of Leave**

Article 9 addresses the following types of leave: sick leave, bereavement leave, personal leave, leave of absence without pay, family and medical leave, marriage leave, and jury duty leave.

### **Section B – Rights During Leave**

Unless otherwise specified in this Agreement, Employees on paid leave shall receive pay and the other customary benefits provided under this Agreement in the same amounts as if they were not on leave. Unless otherwise specified in this Agreement, Employees on paid leave and Family and Medical leave as defined in Article 9(G) shall continue to accrue date of hire seniority and job classification seniority while on leave. Employees on unpaid leave shall not receive pay and other customary benefits while on leave. An Employee taking leave shall return to the job classification and work assignment, including work location, the Employee held prior to taking leave subject to the Employer's rights under this Agreement.

### **Section C – Sick Leave**

#### ***1. Hours Earned:***

Regular Full-Time Head Start Employees shall earn sick leave at a rate of ten (10) hours for each month employed.

Regular Full-Time Abbott Employees shall be eligible for 100 hours of sick leave if they are 10 month Employees, 110 hours of sick leave if they are 11 month Employees and 120 hours of sick leave if they are 12 month Employees, which shall be available on the first day of the school year.

Regular Part-Time Employees regularly and customarily scheduled to work more than twenty (20) hours per week are entitled to a pro-rated amount of sick leave based upon the sick leave amounts for the corresponding Full-Time Employees.

Regular Part-Time Employees regularly and customarily scheduled to work twenty (20) hours per week or less are entitled to one-half of the above sick leave amounts for the corresponding Full-Time Employees.

Sick leave accrues during the initial probationary period, but may be taken only after successful completion of probation.

## ***2. Unused Sick Leave:***

Head Start Employees may carry over unused sick leave from one calendar year to the next, but the amount carried over may not exceed 180 days.

## ***3. Use of Sick Leave:***

Employees may use sick leave for an illness suffered by the Employee or to care for minor children who are sick and have no one else to care for them or for others as defined by the FMLA.

## ***4. Doctor's Note:***

The Employer may require a physician's certification any time an Employee (a) is absent for more than three (3) consecutive days from work due to illness or to care for a minor child who is ill, (b) demonstrates a pattern of sick leave usage (such as Mondays and Fridays), or (c) is absent due to a communicable and/or infectious disease.

## ***5. Compassionate Donation of Sick Leave:***

Head Start Employees who suffer from a catastrophic illness or condition may use sick leave voluntarily donated from other members of the bargaining unit under the following conditions:

- (a) The Employee receiving donated sick leave must have completed at least three years of employment at CPHS and must have first exhausted all accumulated sick leave and vacation leave.
- (b) The Employee donating sick leave must have at least ninety-one (91) accumulated sick leave days and may not reduce his or her accumulated sick leave below ninety (90) days through the donation of sick leave.
- (c) No Employee may receive more than ninety (90) donated sick leave days in any three (3) year period.
- (d) Donated sick leave must be used for the illness or condition for which they were donated. Donated sick leave days may not be banked. Unused donated sick leave days shall be returned to the donor.

The request to use donated sick leave shall be made in writing to the Executive Director. The Executive Director shall respond to the request within five (5) days. The Executive Director's decision shall be final and binding.

## **Section D – Bereavement Leave**

Employees shall receive up to three (3) days of bereavement leave for the death of a member of the immediate family. The term "immediate family" shall refer to the Employee's spouse, sibling, parent, child, grandparent, grandchild, mother-in-law or father-in-law. The Executive Director may approve bereavement leave for a member of the Employee's household who is not covered by the above definition of "immediate family." Proof of death may be required by the Employer.

### **Section E – Personal Leave**

All Regular Full-Time Employees shall be entitled to one (1) personal days per calendar year, except that Regular Full-Time Employees hired during the last quarter of the Calendar year (October 1 – December 31) shall not be entitled to a personal day until the following year. Employees may use personal leave to address personal business. The Employer shall not unreasonably deny requests for personal leave.

### **Section F – Leave of Absence Without Pay**

After completing one (1) year of employment, Employees may make a written application for a leave of absence without pay for up to ninety (90) days. The application for such leave must be made at least ten (10) days prior to the commencement of such leave and submitted to the Executive Director. The Executive Director shall not unreasonably withhold approval and will notify the Employee of such approval or denial within five (5) days of receipt of the request for the leave of absence.

The Executive Director may grant, in special circumstances, an extension of unpaid leaves of absence upon the request of the Employee in writing for up to an additional ninety (90) days. Approval of such requests shall be within the Executive Director's discretion and the Employee shall be notified of the Executive Director's decision within five (5) day of receipt of the Employee's request.

### **Section G – Family and Medical Leave**

Employees shall be entitled to family and medical leave in accordance with the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (FLA). Leave entitlements under the FMLA and FLA shall run concurrently. Such leave shall be unpaid, except to the extent that Employees substitute earned sick leave, personal leave and vacation time during the leave. Nothing in this Agreement shall prohibit an Employee on maternity leave from applying for and/or receiving disability benefits from the government during a leave of absence for maternity leave.

### **Section H – Marriage Leave**

Employees shall be granted three (3) days off with pay for marriage leave. Marriage leave must be requested at least ten (10) days in advance of the date the leave is to begin.

### **Section I – Jury Duty Leave**

An Employee receiving notification of jury duty must notify the Employer as soon as possible after such receipt by providing the Human Resources Office with a copy of such notification. An Employee serving on jury duty will receive his or her regular salary. All monies received from the Court, except for travel expenses, must be reimbursed to the Employer.



**Section J – Request for Leave**

The following shall be the number of days in which an Employee must notify the Employer of a request for leave and the number of days within receipt of such a request that the Employer must notify the Employee of the approval or denial for the request. Denials shall be accompanied with an explanation for the denial.

Type of Leave	Employee Notice	Employer Response
Marriage	10	5
Jury Duty	Immediate	10
Family & Medical Leave	30 (or immediate in cases of emergency)	5 (or immediate in cases of emergency)
Military	Immediate	--
Personal	5 (or immediate in cases of emergency)	2 (or immediate in cases of emergency)
Bereavement	Immediate	Immediate
Unpaid Leave	10	5
Unpaid Leave Extension	10	5
Vacation	10	5

For the purpose of this provision, “immediate” notice shall mean giving the Employer notice as soon as the Employee becomes aware of the need for the leave. Conversely, it shall mean the Employer giving the Employee a response as soon as the request is made. The Employer will have one Request for Leave form available to the Employees to submit requests for any of the leaves identified above.

**Section K – Notice of Accrued Leave**

Employees shall be advised of their total accrued sick leave and vacation time in a written communication which shall be provided with their first paycheck each September.

## **ARTICLE 10 – HOLIDAYS AND VACATIONS**

### **Section A – Paid Holidays**

Paid holidays are set out in Appendix C.

### **Section B – Observance of Holidays**

In general, it is understood by the Parties that the Employer shall schedule Holidays falling on Saturday for observance on the preceding Friday and Holidays falling on Sunday for observance on the following Monday.

In the event an Employee is absent on the work day preceding a holiday or the work day following a holiday, the Employee must provide a doctor's note for the absence as a condition to receiving holiday pay for the holiday. Otherwise the holiday will be paid as a sick day provided the Employee has available sick leave.

The Employer shall publish the following school year's calendars for the Abbott and Head Start programs and distribute same to all Employees. The following shall be included in the school calendars: Anticipated holidays and other school closures, in-service days, pre-service days, early dismissal days, the first day of school and the projected last day of school.

### **Section C – Vacations**

#### ***1. Head Start Employees:***

Regular Full-Time Employees in the positions of Head Teachers and Social Workers shall accrue 13.25 hours of vacation time per month. Head Teachers and Social Workers shall therefore receive vacation as follows: 10 month Employees shall receive 17 days, 11 month Employees shall receive 19 days and 12 month Employees shall receive 21 days.

Regular Full-Time Employees in all other positions covered by this Agreement shall receive 10 hours of vacation time per month. Such staff shall therefore receive vacation as follows: 10 month Employees shall receive 13 days, 11 month Employees shall receive 14 days and 12 month Employees shall receive 16 days.

#### ***2. Abbott Employees:***

Regular Full-Time Abbott Employees shall receive 13 days for 10 month Employees, 14 days for 11 month Employees and 16 days for 12 month Employees, which shall be available, subject to approval, on the first day of the school year.

#### ***3. Vacation Accrual for Part-Time Employees:***

Vacation time for Regular Part-Time Employees regularly and customarily scheduled to work more than twenty hours per week shall be pro-rated in accordance with the hours they have worked based upon the vacation time received by the corresponding Regular Full-Time Employees as noted above. Regular Part-Time Employees regularly and customarily scheduled to work 20 hours a week or less shall receive half of the vacation time received by the corresponding Regular Full-Time Employees as noted above.

#### ***4. Probationary Employees:***

Probationary Employees shall accrue vacation time from the first date of employment and can take vacation after completion of the probationary period.

#### ***5. General:***

Vacation pay will not be given without the corresponding time taken.

#### ***6. Carry Over:***

Head Start Employees can choose to carry over up to thirty (30) days of vacation time from one (1) calendar year to another.

#### ***7. Requests:***

The Employer shall not unreasonably deny vacation requests.

### **Section D – Closures for Recesses**

Employees may request to use vacation time during the Holiday Recess and the Spring Recess.

Social Workers may request to utilize vacation time during the Holiday and Spring recesses as well. During the Spring Recess, the Employer will grant such vacation time up to fifty percent (50%) of the total social workers. If more than half of the Social Workers apply for the Spring recess, vacation time will be awarded by seniority. The Employer may temporarily reassign Social Workers not utilizing vacation time during Holiday and Spring recess as necessary to ensure adequate site coverage.

## **ARTICLE 11 – HOURS OF EMPLOYMENT AND WORK SCHEDULES**

### **Section A – Work Week**

The work week consists of 37.5 hours.

### **Section B – Work Schedules – Social Workers**

Social Workers shall be assigned to one of two (2) different work schedules: 7:30 a.m. to 3:00 p.m. or 10:00 a.m. to 5:30 p.m. during the school year. All social workers shall rotate in these schedules. The rotation schedule shall be five month intervals – September through January and February through June.

Should the Employer determine during the term of this Agreement that a change in the above work schedules and/or an additional schedule is necessary, the Employer and the Union agree to negotiate over such changes.

The parties agree to establish a committee made up of two (2) Social Workers selected by the Union and two (2) management representatives selected by the Executive Director who shall meet to explore the establishment of a 9:00 a.m. to 4:30 p.m. schedule for Social Workers. If a majority of this committee determines that such a schedule should be established, the committee shall next determine the date of implementation for the new schedule.

The Employer shall be responsible for assigning work locations and schedules at the beginning of each school year. Should the Employer determine during the school year that a permanent change in an individual Employee's work location and/or schedule is necessary, such change shall be mutually agreed upon by the Employer and the Employee.

### **Section C – Work Schedules – Instructional Staff**

Head Teachers, Lead Teachers, Teachers, Infant/Toddler Teacher Assistants and Teacher Assistants shall be assigned to work one of the following schedules: 7:30 a.m. to 3:00 p.m.; 8:00 a.m. to 3:30 p.m.; 8:30 a.m. to 4:00 p.m.; 9:00 a.m. to 4:30 p.m.; 9:30 a.m. to 5:00 p.m. or 10:00 a.m. to 5:30 p.m.

Should the Employer determine during the term of this Agreement that a change in the above work schedules and/or an additional schedule is necessary, the Employer and the Union agree to negotiate over such changes.

The Employer shall be responsible for assigning work locations and schedules at the beginning of each school year. Should the Employer determine during the school year that a permanent change in an individual Employee's work location and/or schedule is necessary, such change shall be mutually agreed upon by the Employer and the Employee.

### **Section D – Off Schedule Hours**

Employees may be required by the Employer to work beyond their regularly scheduled hours. Any Employee required and authorized by the Employer to work beyond their regularly scheduled hours shall be compensated at his/her regular rate of pay, except that hours in excess of forty (40) hours shall be compensated in accordance with Article 7(A) of this Agreement.

Employees may be required to attend events outside of their regularly scheduled hours. Such events include, but are not limited to, in-services, staff meetings, parent conferences and meetings, returning student/parent orientation and back-to-school nights. To the extent such events occur outside of the Employee's regularly scheduled hours, the Employer shall have the option of compensating the Employee for such time through compensatory time ("comp time"). Comp time shall be awarded on an hour-for-hour basis except that if that attendance at the event causes the Employee to work more than forty (40) hours in the work week one and one-half hours of comp time shall be awarded for each hour worked over forty (40) hours.

The scheduling of comp time for instructional staff shall be arranged between the Employee and the his/her Site Manager. The scheduling of comp time for Social Workers shall be arranged between the Employee and the Social Services Manager. Comp time must be scheduled and used during the work week in which it is earned. In the event earned comp time can not be used during the work week in which it is earned, the Employee shall be paid for such time.

### **Section E – Lunch Breaks**

Each full-time employee shall receive a one-half (1/2) hour paid lunch break. Instructional staff shall take their lunch break during the students' nap time. The employer shall use its best efforts to ensure that each Employee is able to take his/her lunch break. In the event that an employee is not able to take his/her lunch break, the Employee shall advise his/her Site Manager of the reason he/she was unable to take his/her lunch break on the day that the lunch break was missed. An Employee who was unable to take his/her lunch break shall receive an equivalent amount of comp time. The scheduling of comp time shall be arranged between the Employee and his/her Site Manager.

In the event the Union is not satisfied with the handling of missed lunches resulting in comp time, this issue shall be reopened in January 2008 along with the Health Benefits issue.

## **ARTICLE 12 – BENEFITS**

### **Section A – Customary Social Insurance**

To the extent required by law, the Employer shall provide Employees with all customary and legally-required social insurance programs including but not limited to state disability insurance, unemployment insurance, workmen's compensation, social security and Medicaid.

### **Section B – Health Insurance**

#### ***1. Eligible Employees:***

All Employees regularly scheduled to work twenty (20) or more hours per week are entitled to the major medical and dental coverage set forth in this Article upon successful completion of their probationary period.

**Existing eligible Employees grandfathered:** All Employees hired prior to May 1, 2006 who are eligible for the coverage provided in this Article, or who become eligible after the completion of his/her initial probationary period, shall continue to be entitled to such coverage during their employment at CPHS despite any future reduction in the Employee's hours initiated by the Employer. This provision shall not apply to any reduction in hours requested by the Employee.

#### ***2. Medical Plan Summary:***

The medical plan covers either the Employee and his or her spouse (Employee/Spouse) or the Employee and his or her children (Employee/Children). Children, including legally adopted children, are covered up to age 18 (age 21 if they are attending an accredited college full-time). The plan also covers hospitalization for Employees and their minor children.

Coverage is provided through a Health Maintenance Organization (HMO) in which all members are required to select a participating primary care physician at the time of enrollment. Under this plan, the Employee pays only the co-payment amount for each visit.

The medical plan is non-contributory for all eligible Employees except for those covered under the Family Plan. Employees covered under the Family Plan must contribute (via payroll deduction) the difference between the cost of the Family Plan and the amount contributed by the Employer for either Employee/Spouse coverage or Employee/Children coverage, whichever is greater.

### ***3. Dental Plan Summary:***

The dental plan provides full coverage for examinations and the cleaning of teeth. For other services, such as fillings, extractions, caps, crowns, dentures etc, applicable rates are set forth in the plan document.

The dental plan is non-contributory for all eligible Employees and one family member, who must be enrolled in the plan. Employees with additional family members enrolled in the plan must contribute (via payroll deduction) the difference between the cost of the Family Plan and the cost to the Employer for the non-contributory coverage.

### ***4. Retiree Medical Benefits:***

Employees who retire with fifteen (15) to twenty (20) years of service with the Employer will receive one (1) year of additional medical insurance coverage; those with twenty-one (21) to twenty-five (25) years of service will receive eighteen (18) months of coverage; and those with more than twenty-five (25) years of service will receive two (2) years of coverage. This benefit shall apply to employees only and not to their spouses and dependents.

### ***5. Re-opener:***

The Parties agree to reopen negotiations in January 2008 solely on the issue of health and dental benefits.

## **Section C – Retirement Plan**

### ***1. Plan Type:***

The Employer will contribute on behalf of all eligible Employees to a 403(b) defined contribution annuity plan.

Upon retirement or termination of employment, an Employee will be eligible to receive the vested amounts which have accumulated in his or her account in a lump-sum payment or it may be rolled-over into another IRA or Retirement Fund.

When an Employee dies, any money in his or her retirement account is paid to his or her beneficiaries in a single lump-sum distribution.

Employees do not have to pay income taxes on monies deposited into their retirement accounts until the time of their retirement or at such time as the money is withdrawn from the account. At that time, either the Employer will deduct income taxes from the withdrawal or the Employee will declare the additional monies on his or her personal tax return.

## ***2. Vesting:***

The "vested percentage" will be based upon years of service as follows:

2 Years of Service: 20% Vested

4 Years of Service: 60% Vested

5 Years of Service: 80% Vested

6 Years of Service: 100% Vested

## ***3. Eligible Employees:***

Eligible Employees are those who have reached the age of 18 and have completed one year of service by June 30 of that year.

## ***4. Contribution:***

Each year, the Employer will deposit into each eligible Employee's retirement account a percentage of his or her salary. The total contribution for all bargaining unit employees shall not be less than \$50,000 each year.

## **Section D – Fraudulent Receipt of Benefits**

Employees must report all changes in employment status, such as leaves of absence, return to work and salary increments to relevant agencies, such as the Social Services Department, Unemployment Office, Social Security, New Jersey Disability, Medicare and Medicaid.

Employees must ensure that unemployment and disability benefits are terminated at once upon return to work from leave or lay-off. Employees must immediately notify the Department of Social Services regarding return to work and changes in salary so supplemental grants may be adjusted accordingly.

## **ARTICLE 13 – TRANSFER AND HIRING**

### **Section A – Posting of a Vacancy or New Position**

The Employer shall post an in-house notice regarding a vacant or newly-created position in the bargaining unit. The Employer shall first solicit applicants currently employed by the Employer for the position at each work site for a period of five (5) days.

### **Section B – In-House Hiring**

The Employer shall first consider qualified Employees for all vacated and/or new positions in the bargaining unit before soliciting applicants from the general public. The Employer will fill the vacant or new position from the in-house applicants. In the absence of a qualified Employee applicant, the Employer may solicit applicants from the general public.

### **Section C – Notification in Writing to Job Applicants**

Employees who have applied for a vacant or new position shall be provided with written notification of the Employer's decision.

### **Section D – Probationary Period**

An Employee who assumes a new position within the bargaining unit shall be subject to a forty-five (45) calendar day probationary period, which may be extended by mutual agreement between the Employer and Employee for an additional fifteen (15) calendar days. However, when either a full-time or a part-time Employee moves into a position in the same job classification, he or she will not be subject to a new probationary period. Promoted Employees shall continue to receive and accrue all benefits during the new probationary period and shall continue to be represented by the Union. Any Employees rejected during the probationary period shall be reinstated to a position in their previous classification.

### **Section E – Nepotism**

No Employee may hold a position with the Employer while he or she, or a member of his or her immediate family, serves on the Board of Directors or the Policy Council.

No Employee may hold a position with the Employer in a position that exercises supervisory authority over a position held by a member of his or her immediate family member. The term "immediate family" shall refer to the Employee's spouse, sibling, parent, child, grandparent, grandchild, mother-in-law or father-in-law.

### **Section F – Child Abuse Background Check**

Child Abuse Record Information (CARI) background checks shall be conducted on all new Employees by the Bureau of Licensing in the Division of Youth and Family Services (DYFS). New Employees shall complete and sign a CARI application form and shall be responsible for paying the CARI fee. When the Employer applies for a new/renewal license, all Employees must complete and sign a CARI application form. The Employer will be responsible for paying the CARI fee for all existing Employees.

### **Section G – Months to Be Worked**

When new Employees are hired, the Employer will inform them whether their employment is for a term of 10, 11 or 12 months.

## **ARTICLE 14 – PROBATIONARY PERIOD**

### **Section A – Probationary Time Period**

The first ninety (90) calendar day period of employment is recognized as the probationary period for all Employees. The probationary period shall be suspended during the summer months that the probationary Employee is not working in the



classification for which he or she was hired. Probationary Employees shall be provided with feedback from the Employer after sixty (60) days of employment. The probationary Employee may be discharged at any time during the probationary period and the discharge shall not be subject to the Grievance and Arbitration procedure of this Agreement.

#### **Section B – Purpose of Probationary Period**

The probationary period shall provide an opportunity for feedback and exchange of information regarding the probationary employee's performance.

#### **Section C – Notification of Status**

The probationary employee shall be notified in writing of his or her status ten (10) days before the end of the probationary period.

### **ARTICLE 15 – NEW EMPLOYEE ORIENTATION**

#### **Section A – In Probation, By the Employer**

At the beginning of the probationary period, the new employee shall be given an orientation by the Employer on the philosophy and goals of the Employer's programs. The Employer shall provide the new employee with a copy of his or her job description, the Personnel Policies and Practices Manual and the Collective Bargaining Agreement.

#### **Section B – Accrual of and Eligibility for Benefits While on Probation**

Probationary Employees shall have the right to a paid Holiday observed during their probationary period, but shall not be entitled to any other paid time off benefit under this Agreement during the probationary period. Probationary employees shall not be entitled to health insurance or participation in the retirement plan under Article 12 of this Agreement during the probationary period.

### **ARTICLE 16 – EMPLOYEE FILES**

#### **Section A – Right to Review**

Each Employee shall have the right to review his or her own personnel file on paid work time. To the extent possible, the Employee shall be given access to his or her file within ten (10) days of the Employee's request to review the file. The Union shall have the right to review personnel files for the purpose of investigating and resolving grievances, provided they first obtain the written authorization of the Employees whose files are to be reviewed.

All personnel files shall be reviewed in the presence of a management representative. Neither the Employee nor the Union may add to the file or remove or alter any document in the file.

### **Section B – Management of File**

Only one (1) personnel file shall be kept for each Employee and this file shall include all personnel documents.

### **Section C – Personnel Records**

The Employer will maintain the Employee personnel files under lock and key. All customary personnel records shall be kept in such files. The Employee shall be given a date-stamped copy of all Employer-required documents submitted by the Employee for inclusion in his/her personnel file. In the event that the Employer requests Employee information that the Employee has previously supplied, the Employer will reimburse the Employee for any reasonable cost associated in securing such information.

### **Section D – Updating Personnel Files**

To keep their personnel files up to date, Employees must inform the Human Resources Office of any changes of address, telephone or family status, so that they will be assured of receiving Employer information, W-2 forms and all notices concerning work. The Employer may periodically audit personnel files and request missing and/or updated information from Employees.

### **Section E – Confidentiality**

The Employer shall make every effort to maintain the confidentiality of the information in the personnel files.

## **ARTICLE 17 – JOB DESCRIPTIONS**

### **Section A – Availability**

Job descriptions for all positions shall be available to Employees.

## **ARTICLE 18 – EMPLOYEE EVALUATIONS AND PDPS**

### **Section A – Annual Evaluations**

Employees are expected to perform their job at an acceptable level of competence. Job descriptions state performance requirements for each position. Upon being provided the written job description referenced above, the Employee shall sign a Statement of Understanding indicating that he or she understands the duties involved in his or her position.

There shall be a minimum of one (1) written evaluation of each Employee made by the Employer each school year. It shall be the responsibility of the Employer to evaluate Employees.

Employees receiving the rating of Unsatisfactory will be notified of those areas in which their performance has been deficient. Such Employees will be given ninety (90) days to

bring their performance up to an acceptable level. During this time, the Employer will provide the Employee with counseling to assist the Employee in improving his/her performance. At the end of this period, the Employee will be re-evaluated and, if the Employee's performance has not improved to an acceptable level, the Employee may be discharged by the Employer.

The Employee may attach comments, including those of disagreement, regarding the evaluation. The Employee may grieve his/her evaluation up to Step 2 of the Grievance and Arbitration Procedure, as set forth in Article 21 of this Agreement. There shall be no right of appeal from the Executive Director's decision.

#### **Section B – Evaluations Part of Employee File**

All evaluations shall be made a part of the Employee's file and a copy shall be given to the Employee.

#### **Section C – Evaluation Design**

The Employer shall provide the Union with copies of the currently used Evaluation Forms upon the signing of this Agreement.

### **ARTICLE 19 – MANAGEMENT RIGHTS**

The Employer reserves to itself all rights and responsibilities necessary and incidental to the management of its facilities and the operation of its programs and full jurisdiction and authority to make and revise reasonable by-laws, policy, rules, regulations and practices in furtherance thereof which are not in conflict with the provisions of this Agreement. By way of illustration, and in no way a limitation, such rights and responsibilities are the rights to the executive management and administrative control of the centers, its properties and its facilities; to adopt and modify rules and regulations for the operation of the centers and programs including the length and hours of the school day and year; to hire, assign, transfer and determine the number of employees; to take disciplinary action in accordance with law and this Agreement; to reduce or expand the size of the work force; to determine the methods and means of instruction and the duties, responsibilities and assignments of its employees; to create and/or abolish positions; to maintain the thoroughness and efficiency of the facilities and programs; to introduce new or improved methods and means of delivering education; and to take whatever other action it deems necessary to accomplish the mission of the Employer.

Nothing contained herein shall be construed to deny or restrict the Employer in its exclusive right to administer itself and control the work of its personnel, nor to deny or restrict the Employer in any of its rights and authority under any national or state law.

## **ARTICLE 20 – GRIEVANCE AND ARBITRATION PROCEDURES**

### **Section A – Grievance Defined**

The term grievance shall be defined as a claim by an Employee or the Union that an Employee or group of Employees has been adversely affected by a violation of the terms of this Agreement.

### **Section B – General Principles**

The Parties agree to the following general principles:

- (a) The Employee has the right to Union representation at any step in the grievance procedure.
- (b) Any grievance not filed or appealed to the next step within the specified time limits shall be deemed settled on the basis of the last decision, and not subject to further appeal or reconsideration. By mutual Agreement, reasonable extensions of time may be given to either party in writing at any step in the grievance procedure.

### **Section C – Step 1 (Manager/Director)**

Within five (5) days of the occurrence of the event being grieved, or when knowledge of the occurrence of such event is first obtained, the aggrieved Employee shall meet in conference with his or her appropriate manager (Infant Toddler Manager, Site Manager or Social Services Manager) and appropriate service area director (Director of Children Services or Director of Family and Community Partnership) in an effort to resolve the disagreement. If a satisfactory resolution is not reached in this conference, then:

### **Section C – Step 2 (Executive Director)**

Within five (5) days of the Step 1 meeting, the Union may file a written appeal with the Executive Director. Within five (5) days of the submission to Step 2, the parties shall meet in conference to discuss and attempt to resolve the grievance. Within five (5) days of the Step 2 conference, the Executive Director shall render a decision to the Union. Such decision shall be made in writing and copies shall be provided to the Union at the time the Executive Director informs the Union of the decision.

### **Section C – Step 3 (Policy Council)**

Within five (5) days of the Executive Director's decision, the Union, if not satisfied with the decision at Step 2, may submit the grievance in writing to the Grievance Committee of the Policy Council. The original grievance, along with all documents pertaining thereto, will be attached to the appeal. A hearing before the Grievance Committee will be held within ten (10) days of the submission of the appeal. The Grievance Committee will issue a written decision on the appeal within ten (10) days of the hearing.

#### **Section C – Step 4 (Personnel Committee)**

Within five (5) days of the receipt of the Grievance Committee's decision, either party, if not satisfied with the decision at Step 3, may appeal the decision in writing to the Personnel Committee of the CPHS Board of Directors. The Personnel Committee will review the matter and issue a final written decision within ten (10) days of the submission of the appeal.

#### **Section D – Arbitration**

Within five (5) days of the receipt of the Personnel Committee's decision, the Union, if not satisfied with the decision at Step 4, may submit the grievance to arbitration. Notification of the Union's intent to arbitrate must be provided in writing to the Executive Director and the American Arbitration Association (AAA) within the above five (5) day time period. The arbitrator shall be selected in accordance with AAA's Labor Arbitration Rules.

#### **Section E – Authority of the Arbitrator**

The arbitrator shall be limited to the issue(s) specified in the grievance and shall have no jurisdiction over any other dispute. The arbitrator will have no power to add to, subtract from or modify, in any way, any of the terms of this Agreement.

#### **Section F – On Arbitrability**

If either the Employer or the Union raises the issue of arbitrability, such Party raising the issue may request, by written notice to the other party at least five (5) days in advance of the hearing, a separate hearing by the arbitrator on the issue of arbitrability. Such decision may, upon Agreement of the Parties, consist of a decision without written opinion. No hearing on the merits of the case shall be conducted until the issue of arbitrability has been decided.

#### **Section G – Final Decision**

The decision of the arbitrator shall be, within the limits herein prescribed, final and binding upon the parties in the dispute.

#### **Section H – Procedures**

The procedures and rules of the AAA shall govern unless specifically modified by this Agreement.

### **Section I – Costs of Arbitration**

The fees and expenses of the arbitrator and any fee for the arbitration site shall be shared equally by the parties. All other expenses shall be borne by the party incurring them. Unless the parties agree to share the cost of a stenographer, the cost of such services will be borne by the party requesting one. The transcript shall be provided to both parties and the arbitrator.

### **Section J – Awards**

In the event that an arbitrator's decision includes an award, that award shall be paid to the grievant when the Employer's budget allows it and, if necessary, after the appropriate budget modification has been approved. If the budget modification is necessary, the Employer shall request funding for the award from the appropriate funding source within ten (10) days after it receives the arbitrator's decision. A copy of this request shall be sent to the Union.

## **ARTICLE 21 - REDUCTION IN FORCE**

### **Section A – Layoff Procedure**

The necessity for a layoff, as well as the number of Employees to be laid off, shall be in the sole discretion of the Employer, who shall meet with the Union to discuss the impact of the layoff on the Employees at least fifteen (15) days in advance of the effective date. In the event of a layoff the Employer shall conduct the layoff within the sub-classification(s) experiencing the layoff by lowest job sub-classification seniority.

Employees to be laid off shall be notified ten (10) days in advance of the effective layoff date in writing of such layoff. Any Employee laid off in their job sub-classification can elect to bump laterally into another position within their job classification provided the Employee is qualified for the position. Should no lateral bump opportunity exist, then the laid off Employee can elect to bump down into another position in the bargaining unit provided he or she is qualified for the position using his or her greater date of hire seniority. The Employee must make such election within five (5) days of receiving notice of the layoff. An Employee who bumps down to another position shall have his or her salary adjusted to job rate for the position into which he or she has bumped.

### **Section B – Recall Procedure**

Recall shall be first by greatest job sub-classification seniority to the same job classification. Vacancies created by Employees who bumped laterally shall be filled by recalling Employees by greatest classification seniority. Vacancies created by Employees who bumped down shall be filled by recalling Employees by greatest date of hire seniority. Notification of a return to work shall be provided to the Employee by phone and in writing to the Employee's last known home address at least five (5) days in advance of the return-to-work date.

## **ARTICLE 22 – HEALTH AND SAFETY**

### **Section A – Healthy and Safe Workplace**

The Employer will provide healthy and safe working conditions. Employees are expected to do their part in maintaining a safe and healthy work area. This means working safely, wearing appropriate clothing, observing safety rules that have been provided in writing to each Employee and keeping work stations neat and clean.

### **Section B – Smoking in the Workplace**

Smoking is restricted to Employer designated outdoor smoking areas where no children are present. Under no circumstances should smoking occur in the presence of children.

### **Section C – Health Unit and First Aid Supplies**

In case of accidents the Employer will maintain a Health Unit, and designate a Health Manager, at the Administrative Office. The Employer will ensure that each worksite is equipped with appropriate first aid supplies. Names and telephone numbers of doctors and hospitals will be posted at each site.

### **Section D – Injuries on the Job**

Employees injured on the Employer's property or during working hours must report the injury to their supervisor immediately and in no event more than twelve (12) hours after the injury occurred or became apparent to the Employee. If the injury is not so reported, the Employer will not accept responsibility for the injury.

### **Section E – Yearly Health Examinations**

All Employees are required to have a complete physical examination at the beginning of their employment and each year thereafter. The initial examination will include testing for drug use. Annual health exam forms will be supplied no later than April 1 by the Human Resources Officer and must be completed by a physician and returned to the Human Resources Officer by September 30 of each year. However, new Employees who provide a complete physical examination as part of the hiring process shall not be required to complete the annual health exam forms during the first year of employment if doing so will not be covered by the Employee's Employer-provided health insurance. Failure to comply with this requirement will result in suspension without pay.

## **ARTICLE 23 – NON-DISCRIMINATION**

### **Section A – Sexual Harassment**

The Employer shall maintain a sexual harassment policy. The employer shall designate one manager who does not directly supervise Employees as the officer with whom sexual harassment complaints can be confidentially filed.

## **ARTICLE 24 – SUPERCESSION CLAUSE**

### **Section A – Section Ruled Contrary to Law**

If any section of this Agreement or the application of such section to any person or circumstance is ruled unlawful or in any way contrary to law by any federal or state court or Funding Agency, the remainder of this Agreement or the application of such section to other persons or circumstances shall not be affected thereby.

### **Section B – Successive Employer**

In the event the Employers' programs are taken over by another organization or agency, the Employer shall notify that agency of the existence of this Agreement.

## **ARTICLE 25 – RESIGNATION**

Employees who wish to resign will give the Employer notice in writing. Head Teachers and Social Workers must give thirty (30) calendar days notice. All other Employees must give fourteen (14) calendar days notice.

## **ARTICLE 26 – EMPLOYEE CONDUCT**

### **Section A – Code of Ethics**

All Employees shall sign and adhere to a Code of Ethics that states the following: "As an Employee of Concerned Parents for Head Start, I adopt the following principles as my personal code of ethics:

- I pledge to care for every child entrusted to me with love, understanding and respect.
- I am committed to providing high-quality child care in accordance with proven Head Start philosophies, goals and objectives.
- I will protect and promote each child's physical and emotional well-being, mental capability and social competency.
- I agree to reach out to each child and family, attempting to enhance their quality of life by recognizing their unique needs.
- I will respect parents as the prime educators of their children and endeavor to strengthen the bond among all family members.
- I promise to conserve and protect the property and resources of Head Start entrusted to my care.
- I will be continually aware of and take pride in my role within the community as an important influence on the lives of young children.
- I accept the responsibility of involving the community in all aspects of nurturing its future leaders.
- I pledge to continue to improve my personal growth and skills as a child care professional through Employer-provided training.



- I dedicate myself to maintaining high professional standards, safeguarding confidentiality and performing with intelligence, commitment and enthusiasm.”

### **Section B – Rules of Conduct**

It is the responsibility of each Employee to conform to established rules of conduct and behavior. Any infraction of the rules of conduct will constitute grounds for disciplinary action up to and including discharge.

Certain offenses are so serious that their commission requires imposition of the severest of employment penalties – immediate discharge. Such offenses include, but are not limited to the following:

1. Fighting or any form of physical violence in the workplace or while discharging one's duties and responsibilities.
2. The possession, use, sale, distribution or being under the influence of illegal drugs or alcoholic beverages on Employer premises or property.
3. Theft, attempted theft or concealment of Employer property or the property of any other person.
4. Intentional or negligent destruction, misuse or damage to Employer equipment or property.
5. Insubordination, including but not limited to: (a) refusal to follow the instructions of a supervisor or manager or encouraging others to do so; (b) the use of threats, intimidation or abusive language to a supervisor, manager, fellow employee or client; (c) failure to leave Agency premises upon the direct order of a supervisor or manager.
6. Dishonesty, including but not limited to: (a) falsification of time records; (b) falsification of information on employment application; or (c) falsifying information regarding any work related accident.
7. Illegal Gambling while discharging one's duties or on-premises or property.
8. Improper discipline of children.
9. Gross neglect while on duty.

### **Section C – Child Abuse**

All incidents of suspected child abuse must be reported immediately to the New Jersey Division of Youth and Family Services (DYFS).

#### **Section D – Dress Code**

All Employees must avoid wearing inappropriate, tight and revealing clothing, as well as inappropriate footwear. Inappropriate clothing includes clothing that reveals one's thighs, midriff, shoulders or cleavage. Shorts may be worn during the summer program only and must be of a reasonable length. Clothing that portrays inappropriate or offensive messages or content must be avoided.

#### **Section E – Statements on Employer's Behalf**

No Employee shall have the authority to make public or private statements on behalf of the Employer, its officers or administration without prior approval of the Executive Director and the Board of Directors.

#### **Section F – Solicitation**

No Employee may solicit on behalf of the Employer without prior approval of the Executive Director or his/her designee.

#### **Section G – Acceptance of Gifts or Gratuities**

No Employee may accept any gift, money or gratuity which might reasonably be expected to influence the discharge of his or her duties. If such gifts are accepted restitution shall be made to the issuing party.

#### **Section H – Outside Employment**

No Employee shall hold outside employment that interferes with or infringes on the Employee's regular and customary working hours with the Employer.

#### **Section I – Political Activity**

At no time and under no circumstances may Employees actively engage or participate in any partisan or other political activity during the time they are, or are supposed to be, discharging their duties and responsibilities as Employees. No Employee may use or authorize any other Employee or person to use any Agency resource (e.g., money, supplies, equipment, buildings) for the purpose of any partisan or other political activity.

#### **Section J – Maintaining Confidentiality of Records**

Confidentiality requires that past and current records of the Employer be kept under lock and key where they are not accessible to unauthorized persons. Staff who work with these files must treat the information with respect, using it only for program purposes.

Confidential information should not be released to anyone outside the Employer without the informed, written consent of the parent or Employee. "Informed consent" means that

the parent or Employee should know exactly what information is to be released, to whom and for what purpose.

## **ARTICLE 27 – SUBSTANCE ABUSE**

### **Section A – Maintaining a Drug and Alcohol Free Workplace**

#### ***1. Policy:***

The Parties recognize that use of controlled dangerous substances or being under the influence of alcohol in the workplace is detrimental to the individual, the family, the community, other staff members and, most importantly, the children entrusted to the Employer's care.

In order to insure a safe, efficient and drug and alcohol free workplace, the Employer will:

- (a) require all new Employees to submit to a drug screening for illegal drugs as part of their physical examination requirements for employment; and
- (b) refuse to hire any applicant who tests positive for an illegal controlled dangerous substance;
- (c) provide every Employee with a copy of its substance abuse policies; and
- (d) provide periodic substance abuse education and awareness programs to inform Employees about dangers of substance abuse in the workplace; substance abuse counseling and Employee Assistance Programs; and penalties that may be imposed for substance abuse violations in the workplace.

#### ***2. Discipline for Violations:***

The following will result in an Employee's immediate termination:

- (a) the unlawful manufacture, distribution, dispensing, possession, or use of any quantity of any controlled dangerous substance in the workplace (defined as any office, building, property – including parking lots – or vehicle owned and/or operated by the Employer);
- (b) reporting to the workplace or continuing to work while under the influence of any controlled dangerous substance or alcohol;

#### ***3. Authorized Substances:***

Employees who are using prescription medications prescribed to them by their physician may report for work provided their physician has determined that they will be able to perform their regular and assigned duties safely and efficiently.

#### ***4. Reporting Drug and Alcohol Related Convictions:***

Any Employee convicted of a violation of a criminal drug statute will notify the Employer in writing of this no later than five (5) work days after the conviction. Any Employee who is required to drive as a condition of employment and is convicted of operating a motor vehicle while under the influence of alcohol or drugs will notify the Employer in writing no later than five (5) work days after conviction.

## **Section B – Substance Abuse Testing**

With the authorization of the Executive Director, an Employee may be required to submit to a drug and alcohol screening if there is reasonable suspicion to believe that the employee uses illegal drugs or is under the influence of alcohol. Reasonable suspicion should be based upon specific facts and reasonable inferences from those facts. Examples of facts that may give rise to reasonable suspicion include:

- (a) observable phenomena, such as direct observation of drug or alcohol use or physical symptoms of being under the influence of a drug or alcohol;
- (b) a pattern of abnormal conduct or erratic behavior;
- (c) arrest or conviction for a drug-related offense or driving while intoxicated;
- (d) identification of an employee as the target of a criminal investigation into illegal drug possession, use or trafficking;
- (e) information provided either by reliable and credible sources or independently corroborated; or
- (f) evidence that the employee has tampered with a previous drug test.

## **ARTICLE 28 – PAY DATES AND PAYROLL DEDUCTION**

### **Section A – Pay Timekeeping Records**

All Employees will submit weekly time cards, as directed by their immediate supervisors. The Employer will not issue a paycheck to an Employee until all timekeeping records are current. Any variation from the timecards due to an Employer mistake will be reflected in payroll adjustments made immediately.

### **Section B – Pay Day**

Employees will be paid by the Employer on a bi-weekly basis, every other Wednesday by 1:00 p.m., if possible.

### **Section C – Other Voluntary Payroll Deductions**

After completion of the probationary period, Employees are entitled to the following plans:

- North Jersey Federal Credit Union (Direct Deposit): This is the benefit where an Employee through payroll deduction can authorize the agency to send part of their net pay to the saving or checking account at the credit union bank. Employees interested in participating in this benefit must register with the Fiscal Department.
- Boston Mutual (Personal Life Insurance Plan): Under this benefit the Employee has an option to purchase additional life insurance for themselves or their family. This is once again a payroll deduction and the Employee interested can contact the Fiscal Department for further information.

After completing one year of service, employees are entitled to the following plan:

- City Street (Personal Pension Plan): This pension plan also known as Tax Shelter Annuity, is a retirement investment, which is a certain percentage (as specified by the Employee) of the Employee's gross payroll before taxes.

The Employee must notify the Employer's Fiscal Department of any changes made to the Employee's original request in writing. In a given year, the Employee can make changes two times to his or her original request.

## **ARTICLE 29 – TRAVEL EXPENSES**

### **Section A – Reimbursement**

Employees required to travel as part of their work assignments will be reimbursed for actual expenses incurred with the proper receipts. All travel must be approved in advance by the Executive Director. Employees must account for all travel expenses, by submitting proper invoices and receipts to the Employer's Fiscal Department for recording and reimbursement within seven (7) work days of the Employee's return from the trip.

### **Section B – Per Diem and Allowed Expenses**

Reimbursement for overnight, out-of-area travel by an Employee on approved travel will not exceed \$50 per day, unless approved in advance by the Executive Director. Under no circumstances will expenses, exclusive of travel allowances, exceed the current limit per day established by Standard Government Travel Regulations. There will be no reimbursement for alcoholic beverages nor may they be purchased with Employer funds.

In order to receive a per diem allowance for breakfast an Employee must be out of the city prior to 7:30 a.m., for lunch prior to 11:30 a.m. and for dinner after 6:00 p.m.

When traveling via public transportation, Employees are expected to utilize the least expensive class available.

## **ARTICLE 30 – UNEXPECTED ABSENCES**

### **Section A – Notification to Employer of Absence for the Day**

If a Social Worker will be absent on a given day, he or she shall notify his or her immediate supervisor at the earliest possible time and the administrative office prior to 9:30 a.m. Instructional staff must notify their supervisor by 7:00 a.m., as well as the administrative office prior to 9:30 a.m.. In the case of an emergency or unexpected absence, a responsible relative or other party may call in for the employee. If a staff member in the administrative office is unavailable, the Employee shall leave a message on the answering machine.

### **Section B – Unauthorized Absences**

Employees who fail to contact the Administrative Office after one day of absence will be regarded as having abandoned their jobs and will be subject to immediate termination. The Employer will maintain proper documentation on efforts to contact such Employees.

### **Section C – Tardiness**

The Employee will notify his or her immediate supervisor at the earliest possible time from which the tardiness is known. If an Employee is less than ten (10) minutes late, the Employee's pay will not be reduced until such time as the tardiness has exceeded ten (10) minutes. After ten (10) minutes of tardiness, such Employee will be subject to a pay reduction of each minute the Employee is late. Excessive or habitual tardiness will be cause for disciplinary action, up to and including suspension or termination.

## **ARTICLE 31 – PERSONAL/EMPLOYER PROPERTY**

### **Section A – Storing Personal Property**

The Employer will provide all Employees at each worksite with lockable space to store personal belongings. Employees should have no expectation of privacy with regard to this lockable space.

### **Section B – Reporting Stolen Property**

Upon discovery of theft of personal or Employer property, the Employee will notify his or her immediate supervisor. The Employee reporting the theft will fill out a theft and loss report form and submit it to the immediate supervisor. If the Employee's personal property is stolen, the Employee has the right to contact and involve the local police.

## **ARTICLE 32 – USE OF AGENCY RESOURCES**

### **Section A – Use of Agency Property**

Employees who resign or are terminated shall turn in all items of Employer property in their possession to the Fiscal Department before leaving. This includes, but is not limited to keys, receipts, petty cash and equipment on loan.

### **Section B – Commitments Involving Agency Property**

All Employees are required to obtain the approval of the Executive Director before issuing or making any statement which commits the Agency, its manpower, monies or materials in any way.

### **Section C – Petty Cash**

Petty cash shall be distributed to teaching staff (Teachers, Head Teachers and Lead Teachers) by the fifth (5<sup>th</sup>) day of the month, provided the Employee submitted receipts for the prior month's petty cash by the twenty-fifth (25<sup>th</sup>) of the prior month. If the 5<sup>th</sup> or the 25<sup>th</sup> fall on a non-work day, the next following work day will serve as the date for the above-described action. The amount distributed will be twenty-five dollars (\$25) for the month of September and twenty dollars (\$20) for each other month. Distribution of petty cash shall be subject to the availability of appropriate funds.

## **ARTICLE 33 – AGENCY VEHICLES**

### **Section A – Use of Vehicles**

Depending upon availability, Employees may request use of an Employer vehicle for home visits, recruitment, conferences, transporting supplies and materials, transporting parents and children, and performing other activities directed by the Employer. The Employer will provide vehicles in a safe and reliable condition and covered by all required insurance.

Any accident or personal injury involving an Employer vehicle must be reported in writing by the driver to the Administrative Office as soon as possible. Appropriate forms are contained in the vehicles or will be supplied by the Fiscal Office. In the event a driver receives such a fine and the driver believes it is not due to his negligence, the driver may request assistance with payment of the fine. Such assistance shall be granted at the discretion of the Executive Director.

Drivers are responsible for damage incurred during unauthorized or non-Employer use of vehicles and for any damage incurred on Employer business if it occurs in an unreported accident.

All traffic and parking violations must be reported to the Administrative Office as soon as possible. Drivers are responsible for payment of fines resulting from such violations that are incurred during their use of Employer vehicles, except for violations based upon or resulting from the condition of the vehicle.

### **Section B – Care and Maintenance of Vehicles**

It will be the responsibility of the driver to report all known maintenance and safety issues that arise in the use of the vehicle in writing to the Transportation Manager as soon as possible. Appropriate forms are contained in the vehicles or will be supplied by the Fiscal Office.

## **ARTICLE 34 – PERSONAL BUSINESS**

### **Section A – Personal Telephone Calls**

Employees shall make no personal calls from Employer telephones except for emergency or urgent reasons and only with the authorization of his or her immediate supervisor provided such supervisor can be contacted immediately, which authorization shall not be unreasonably withheld. Employees may use personal cellular telephones for emergencies and during their breaks. In such events, Employees must use the cell phone outside of the classroom and outside of the view of the parents and children.

### **Section B – Personal Mail**

All mail addressed to the Employer will be opened by the Executive Director or his or her designee before it is disseminated. The Employer shall not unreasonably delay the delivery of mail addressed to Employees. However, Employees should avoid having personal mail delivered to them at the Employer's address.

## **ARTICLE 35 – STAFFING OF SUMMER PROGRAMS**

The Employer will determine the number and type of staff necessary for the Summer Programs (*i.e.*, July through August). The Employer will request volunteers to staff the Summer Programs by April 1 of each year. If the number of volunteers exceeds the number of Employees needed, Employees will be assigned in seniority order. If there are insufficient volunteers, the Employer may assign Employees in inverse seniority order.

## **ARTICLE 36 – NO STRIKE/NO LOCK OUT**

During the term of this Agreement, no Employee shall engage in any strike, sit-down, sit-in, slow-down, cessation, work stoppage, interruption of work, boycott, honoring of any picket-line or other interference with the operations of the Employer.

During the term of this Agreement, the Union, its officers, agents, representatives, and members shall not in anyway, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, slow-down, cessation, work stoppage, interruption of work, boycott, or other interference with the operations of the Employer at any of its locations, or ratify, condone or lend support to any such conduct or action.

The Employer agrees that it will not lockout Employees during the term of this Agreement.

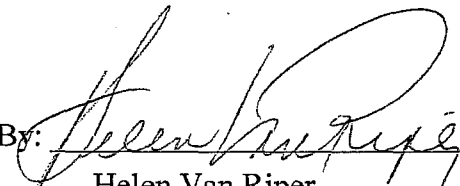


### **ARTICLE 37 – DURATION OF AGREEMENT**

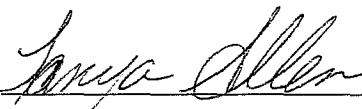
This Agreement shall be effective as of December 1, 2006 and shall remain in full force and effect through November 30, 2009. After the expiration of the initial three (3)-year period, it shall automatically renew itself annually for the period of one year, unless notice is given by either party in writing, at least sixty (60) days prior to the expiration date of the Agreement, of a desire to terminate or amend the Agreement. This Agreement shall apply to all Employees who are employed by the Employer on the date this Agreement is signed and all Employees hired during the term of this Agreement.

IN WITNESS WHEREOF, the Employer and the Union have executed this Agreement this 4<sup>th</sup> day of January, 2008.

**CONCERNED PARENTS FOR  
HEAD START**

By:   
Helen Van Riper  
Board President

**PATERSON EARLY CHILDHOOD  
FEDERATION OF TEACHERS**

By:   
Tanya Allen  
President

## **Appendix A – Employees in Bargaining Unit**

### **Appendix A – Classifications and Sub-Classifications**

Employees covered by this Agreement are all Regular Full-Time and Regular Part-Time Employees in the following classifications and sub-classifications:

1. Social Worker
2. Head Teacher
  - a. Head Start Head Teacher
  - b. Blended Funding Head Teacher
3. Teacher
  - a. Head Start Teacher
  - b. Blended Funding Teacher
  - c. Abbott Teacher
4. Head Start Infant Toddler Lead Teacher
5. Teacher Assistant
  - a. Head Start Teacher Assistant
  - b. Head Start Infant Toddler Teacher Assistant
  - c. Blended Funding Teacher Assistant
  - d. Abbott Teacher Assistant

## **Appendix B – Tuition Reimbursement for Head Start Employees:**

### **Appendix B – Tuition Application and Repayment Agreement**

In accordance with Article 7(C) of the collective bargaining agreement between the Paterson Early Childhood Federation of Teachers and Concerned Parents for Head Start, you must complete this Tuition Application and Repayment Agreement form and obtain approval from the Executive Director before registering for any course(s) that you will seek reimbursement from the Employer.

This application must be submitted at least thirty (30) days prior to date the tuition funds are due.

You understand that submission of this form does not guarantee tuition reimbursement and that any reimbursement is subject to appropriation limits described Article 7(C).

Educational Institution: \_\_\_\_\_

Location/Campus: \_\_\_\_\_

Course Name/Number: \_\_\_\_\_

Dates Attended: \_\_\_\_\_

Tuition Amount: \$ \_\_\_\_\_

In consideration of CPHS's reimbursement of the above tuition, you agree to the following:

I will repay the full tuition paid by CPHS (a) for all courses that I do not achieve a grade of "C" or better; (b) for all course that I fail to complete; and (c) for all courses taken during the one (1) year preceding my resignation from CPHS. I authorize CPHS to withhold \$50 or 10% of the amount to be repaid, whichever is less, from my paycheck until the full amount is repaid. Any amount due that is not received by the Agency prior to my last paycheck may be deducted from my final pay.

If any action is brought by CPHS to enforce any provision of this Agreement, I agree to pay all costs associated with the action as well as any costs of litigation, including all reasonable attorney fees.

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Head Approval: \_\_\_\_\_

Date: \_\_\_\_\_

### **Appendix C – Holidays**

The following shall be paid holidays:

- Labor Day
- Columbus Day
- National Election Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Eid el Fitr
- Christmas Eve Day
- Christmas Day
- Day after Christmas Day if Christmas Day is on a Thursday
- New Year's Day
- Martin Luther King's Birthday
- Washington's Birthday
- Lincoln's Birthday
- Good Friday
- Memorial Day
- Independence Day