

**AGREEMENT**

**between**

**ESS SUPPORT SERVICES, LLC**

**and**

**UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE)  
LOCAL 119**

**7-1-22 - 6-30-23**

## TABLE OF CONTENTS

AGREEMENT .....	4
ARTICLE 1 - RECOGNITION .....	4
ARTICLE 2 - PROBATIONARY EMPLOYEES .....	4
ARTICLE 3 - UNION SECURITY AND CHECK-OFF .....	4
ARTICLE 4 - MANAGEMENT RIGHTS .....	5
ARTICLE 5 - GRIEVANCE PROCEDURE .....	5
ARTICLE 6 - UNION COMMITTEE .....	6
ARTICLE 7 - UNION MEETINGS .....	6
ARTICLE 8 - UNION VISITATION AND ACTIVITIES .....	6
ARTICLE 9 - BULLETIN BOARDS .....	7
ARTICLE 10 – NO DISCRIMINATION .....	7
ARTICLE 11 – TRAINING .....	7
ARTICLE 12 – EQUIPMENT .....	7
ARTICLE 13 - HOURS OF WORK .....	7
ARTICLE 14 – OVERTIME .....	8
ARTICLE 15 - SICK TIME .....	8
ARTICLE 16 – HOLIDAYS .....	8
ARTICLE 17 - PERSONAL DAYS .....	9
ARTICLE 18 - LEAVES OF ABSENCE .....	9
ARTICLE 19 – BEREAVEMENT .....	9
ARTICLE 20 - JURY DUTY .....	9
ARTICLE 21 – WAGES .....	10
ARTICLE 22 – PAYCHECKS .....	10
ARTICLE 23 – INSURANCE .....	10
ARTICLE 24 - 401K .....	10

ARTICLE 25 - DISCIPLINE AND DISCHARGE .....	10
ARTICLE 26 - SENIORITY AND LAYOFFS .....	11
ARTICLE 27 - JOB OPENINGS .....	12
ARTICLE 28 - TEMPORARY TRANSFERS .....	13
ARTICLE 29 - SAFETY AND HEALTH .....	13
ARTICLE 30 - JOB-RELATED INJURIES .....	13
ARTICLE 31 - PERSONNEL FILES .....	13
ARTICLE 32 - LABOR-MANAGEMENT MEETINGS .....	14
ARTICLE 33 - STRIKES AND LOCKOUTS .....	14
ARTICLE 34 - SUCCESSOR AND ASSIGNS .....	14
ARTICLE 35 – SEPARABILITY .....	14
ARTICLE 36 - MODIFICATIONS AND DURATION .....	14
APPENDIX - NEW JERSEY EARNED SICK LEAVE - NOTICE OF EMPLOYEE RIGHTS.....	16

## **AGREEMENT**

This Agreement is entered into effective July 1, 2022, by and between ESS Support Services, LLC (hereinafter called the Company or Employer) and the United Electrical, Radio and Machine Workers of America (UE) and its Local 119 (hereinafter called the Union).

### **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, benefits and conditions of employment, for all full-time and regular part-time employees in the following positions, as certified in NLRB Case 04-RC-244253: Non-instructional Assistants (One-on-One Aides), Teacher Assistants, Bus Aides, Before & After School Program Attendants, Extended School Year Non-Instructional Assistants, and Extended School Year Teacher Assistants at its Winslow Township School District, New Jersey, locations, but excluding office clerical employees, Substitute Non-Instructional Assistants, Substitute Teacher Assistants, Before & After School Program Supervisors, managerial employees, professional employees, guards and supervisors as defined by the National Labor Relations Act.

The term "employee" as used in this Agreement shall refer to the employees in these aforementioned positions.

The Employer agrees that the Employer will not assign non-bargaining unit employees to perform work ordinarily and customarily performed by bargaining unit employees. Probationary employees are part of the bargaining unit, and therefore will perform bargaining unit work.

### **ARTICLE 2 - PROBATIONARY EMPLOYEES**

Newly hired employees shall be considered probationary for a period of sixty (60) days, even if such newly hired employee is a member of the Union. The probationary period may be extended by mutual agreement between the Company and the Union for an additional thirty (30) days, upon a timely written request by the Employer to the Union.

The Employer may discharge a probationary employee in its sole discretion and such discharge shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Probationary employees are not eligible to receive paid time off.

An employee who has successfully completed their probationary period shall not be discharged or disciplined except for just cause.

### **ARTICLE 3 - UNION SECURITY AND CHECK-OFF**

All employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement or who become members of the Union in good standing following the effective date of this Agreement shall as a condition of employment remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

All present employees who are not members of the Union and individuals hired after the effective date of this Agreement shall as a condition of employment, beginning on the sixtieth (60<sup>th</sup>) day following employment (the end of the probationary period), become and remain members of the Union in good standing insofar as the payment of periodic dues and initiation fees, uniformly required, is concerned.

During the term of this Agreement, the Employer agrees to deduct regular union dues or service fees on a weekly basis, in accordance with the constitution and by-laws of the local Union, from the wages of each employee who authorizes such deduction in writing. The Employer will remit the amount so deducted to the financial secretary-treasurer of UE Local 119 on a monthly basis.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Except as modified by this Agreement, the Employer will remain vested with all management functions, including the full and exclusive control, direction, and supervision of operations and the working force. This includes, but is not limited to, the right to hire or layoff the working force; discipline, suspend, or discharge employees with just cause; determine the services to be performed, including hours of work and schedule, and the methods, process or means of performing its services; promote, demote or transfer; and make reasonable rules and regulations for the purpose of maintaining efficiency and control.

The Union acknowledges that the operations of the Employer are subject to the rules and regulations of the Winslow School District. If the Winslow School District changes rules or regulations that result in a conflict with the terms of this Agreement, the Employer and the Union will meet to negotiate the impact of that rule change. The Employer will supply the Union with copies of any rules or regulations that Winslow School District asks the Employer to comply with.

#### **ARTICLE 5 - GRIEVANCE PROCEDURE**

Grievances must be presented within ten (10) business days after the issue arises, or is known to have arisen. To that end, all grievances, disputes or controversies must be presented within ten (10) business days after they arise, or they shall be deemed to have been waived. In order to carry out the intent of the foregoing, any differences that arise shall be settled in the order and manner as hereinafter set forth:

Step 1 – Any employee who has a grievance may, at their option, discuss the grievance with the Vice President of Operations in order to resolve the matter before reducing it to writing. If the matter is not resolved, the grievance may be reduced to writing and filed by a Union steward with the Vice President of Operations. The Vice President of Operations will arrange for a discussion between him/herself, the employee and the steward to be held within three (3) working days after receiving the written grievance. The Vice President of Operations will submit a written answer to the grievance within three (3) working days after the arranged discussion.

Step 2 – If the grievance is not settled in Step 1, the Union may refer the grievance to the Senior Vice President of Operations within five (5) working days after the date of the Vice President of Operations' written reply from Step 1. The Senior Vice President of Operations, or an appointed representative,

shall arrange a meeting to be held within three (3) working days from the time the grievance is referred to Step 2. The Senior Vice President of Operations will submit a written answer within five (5) working days after the meeting.

Step 3 – If the grievance has not been satisfied in Step 2, the Union may refer the grievance to the Senior Vice President of Human Resources within five (5) working days after the Senior Vice President of Operations' written reply under Step 2. The Senior Vice President of Human Resources, or their designee, will arrange for a meeting with Union representatives to be held within five (5) working days from the time the grievance is referred to Step 3. The Senior Vice President of Human Resources will furnish a written answer within five (5) working days after the meeting. If the Senior Vice President of Human Resources' answer is not satisfactory, the grievance procedure shall have been exhausted and the Union shall be allowed to submit the matter to arbitration as provided in this Contract article.

Grievances affecting employees in more than one department or involving policy questions may be initiated under Steps 2 or 3 above.

Time lost by Union representatives in settling grievances shall be paid by the Employer, at the employee's straight time regular pay rate, provided that this is handled outside of regular classroom hours.

The Union grievance committee shall consist of three (3) members, including the chief steward. A representative of the national Union may be present.

Arbitration - In the event the grievance is not settled in Step 3, the Union may refer the grievance to binding arbitration by giving written notice to the Employer within thirty (30) working days after the Employer's final answer in Step 3. The arbitrator shall be selected by the Employer and the Union from a list of arbitrators supplied by the Federal Mediation and Conciliation Service (FMCS). The award of the arbitrator shall be final and binding on the Employer, the Union and the employees involved. The fees and expenses shall be equally shared by the Union and the Employer.

#### **ARTICLE 6 - UNION COMMITTEE**

Designated Union members or officers shall be granted time off with pay to process grievances, attend hearings, meetings and conferences with ESS officials, provided that these take place outside of regular classroom hours.

No Union steward, committee member, or representative shall be discriminated against as a result of performance of legitimate Union business.

#### **ARTICLE 7 - UNION MEETINGS**

Any employee appointed or duly elected shall be granted the necessary time off from work to attend United Electrical, Radio and Machine Workers of America (UE) conferences, conventions, or other necessary meetings.

#### **ARTICLE 8 - UNION VISITATION AND ACTIVITIES**

National Union representatives shall have reasonable access to the Employer's locations for the purpose of administering this Agreement, provided such visits do not interfere with the operations of the Employer and subject to school district policy.

#### **ARTICLE 9 - BULLETIN BOARDS**

The Employer shall provide a bulletin board in each work location for the exclusive use of the Union, subject to school district policy.

#### **ARTICLE 10 – NO DISCRIMINATION**

The Company will provide equal treatment of employees, regardless of age, race, color, sex, gender, religion, creed, ancestry, marital status, national origin, disability, sexual orientation, veteran status, genetic information, political affiliation, or any other category protected by law. The Company will provide a positive work environment that is free from discrimination or harassment based on the aforementioned statuses. The Company will not discriminate in respect to pay, compensation, benefits, or terms, conditions or privileges of employment.

The Company is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for persons with disabilities. Reasonable accommodation will be available for qualifying employees.

The Employer agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his or her right to bargain collectively through the Union because of his or her membership in or activities on behalf of the Union.

#### **ARTICLE 11 - TRAINING**

The Company will provide at least one (1) day of training, in addition to orientation, during paid work time to all employees for their positions. If training is offered outside of an employee's normal work hours, the employee will still be paid for training time.

ESS will provide the following types of training to staff, during paid time:

- Diversity Training
- Bloodborne Pathogens Safety Training
- Crisis Prevention Intervention (CPI) Training
- CPR/First Aid Training (logistics to be determined)

#### **ARTICLE 12 - EQUIPMENT**

The Employer will ensure that employees receive the cards or keys necessary to access the facilities, in accordance with school district policies.

#### **ARTICLE 13 - HOURS OF WORK**

The normal hours of work will be six and one-half (6 ½) hours per day and thirty-two and one-half (32 ½) hours per week, Monday through Friday. The work days for each school are as follows:

School 1:	8:50 am – 3:50 pm
School 2:	8:50 am – 3:50 pm
School 3:	8:50 am – 3:50 pm
School 4:	8:50 am – 3:50 pm
School 5:	8:20 am - 3:25 pm
School 6:	8:20 am - 3:25 pm
School 7 (Middle School):	6:50 am – 2:08 pm
School 8 (High School):	6:50 am – 2:08 pm
Bus Aides:	6:00 am – 9:00 am, 1:00 pm – 4:00 pm
Before and After School Program:	6:15 am – 8:50 am, 3:15 pm – 6:30 pm
Extended School Year	8:40 am - 12:15 pm
Summer Camp	6:45 am - 6:15 pm

Employees will receive a minimum of a thirty (30) minute unpaid lunch break, and two ten (10) minute paid breaks each day. The ten (10) minute breaks will be taken in consultation with school district staff in order to minimize the disruption of school operations. This provision does not prevent the Employer from allowing longer breaks.

Employees who work more than eight (8) hours will receive an additional fifteen (15) minute paid break. This provision would apply, for example, to Teacher Assistants who are also Before and After School Attendants. This break will be taken in consultation with school district staff in order to minimize the disruption of school operations.

#### **ARTICLE 14 - OVERTIME**

Employees shall be paid one and one-half (1 1/2) times their regular hourly rate for authorized hours worked in excess of forty (40) hours in a workweek. If the employee holds multiple positions, overtime will be paid at the employee's highest pay rate.

#### **ARTICLE 15 - SICK TIME**

Employees will have forty (40) hours of paid sick leave per year, in accordance with the New Jersey Earned Sick Leave Law.

The Employer will deduct six and one-half (6.5) hours for each full day of sick leave taken. If an employee only takes a half day of sick leave, the Employer will deduct three and one-quarter (3.25) hours.

A sick bank shall be established in accordance with NJSA 18A:30-11.

#### **ARTICLE 16 - HOLIDAYS**

Each year employees will receive three (3) paid holidays. The paid holidays shall be:

Good Friday



Thanksgiving  
Day after Thanksgiving

All employees will be paid at their regular straight time hourly rate.

#### **ARTICLE 17 - PERSONAL DAYS**

Employees will have one (1) paid personal day per year. Employees may take this paid day off on a day of their choosing. Paid time off will be calculated at an employee's regularly scheduled shift hours.

#### **ARTICLE 18 - LEAVES OF ABSENCE**

Employees will be granted a personal leave of absence upon reasonable advanced request.

A leave of absence for illness or injury shall be granted for a period of up to one (1) school year (September-June), upon presentation of a doctor's certificate, and may be extended.

At the request of the Union, employees shall be granted a leave of absence for Union activities. Such employees shall accumulate seniority during the period of their leave of absence. Upon completion of such leaves of absence, such employees shall, on the basis of their accumulation of seniority, be returned to their former or similar positions at the going rate at the time of their return, if the position still exists, without loss or prejudice to any of their rights and privileges.

Employees are eligible for twelve (12) weeks of job-protected leave in accordance with the Family and Medical Leave Act (FMLA). Employees are also eligible for twelve (12) weeks of job-protected leave under the New Jersey Family Leave Act. Additionally, a Family Leave Insurance (FLI) claim can be filed with the State of New Jersey to receive pay while employees are out of work for qualifying reasons.

Employees who serve in the military will be granted leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

#### **ARTICLE 19 - BEREAVEMENT**

An employee is entitled to one (1) day of paid bereavement leave for the death of an immediate family member. Immediate family is defined as spouse, domestic partner, children or stepchildren, parents or step parents, brothers, sisters, son-in-laws, daughter-in-laws, grandparents, grandchildren, cousins, aunts, uncles, nieces, nephews, household members, mother-in-laws, father-in-laws, brother-in-laws, or sister-in-laws. If the employee has to travel out of state for a funeral, the employee will be entitled to two (2) days of paid bereavement leave. Paid time off will be calculated at an employee's regularly scheduled shift hours.

#### **ARTICLE 20 - JURY DUTY**

The Employer will compensate employees at their regular pay rate for the first day served on jury leave. Written documentation of the need to serve on jury duty or appear in court must be submitted to the district manager upon request for said leave. Paid time off will be calculated at an employee's regularly scheduled shift hours.

## **ARTICLE 21 - WAGES**

All employees will receive a three percent (3%) general wage increase upon award to the Employer of the contract with Winslow Township School District effective July 1, 2022.

Specifically, for the contract period July 1, 2022-June 30, 2023, the Company agrees to pay the wages set forth below:

<b>Classification</b>	<b>Wage Rate</b>
Teacher Assistant	\$107.12 per day
One-on-One Aide (Non-Instructional Assistant)	\$107.12 per day
Bus Aide	\$14.42 per hour
Before and After School Program Aide/Attendant	\$16.07 per hour

If the above wage increases do not bring bus aide pay to at least one dollar (\$1) an hour above the New Jersey minimum wage, bus aides will be paid at least one dollar (\$1) an hour above the New Jersey minimum wage.

## **ARTICLE 22 - PAYCHECKS**

Employees will be paid weekly on Fridays, for the prior week's work. Employees will be provided with paystubs which include an updated accounting of their accumulated paid time off.

## **ARTICLE 23 - INSURANCE**

The Employer agrees to continue providing voluntary life insurance, employee and dependent health insurance, vision insurance, dental insurance, short-term disability, critical illness insurance, and accident insurance.

Employees will be eligible for continued health coverage under the Consolidated Omnibus Reconciliation Act (COBRA) at the Company's group rate when their coverage would otherwise end due to circumstances such as a reduction of work hours or termination of employment. The spouse and dependent children of an employee will also receive COBRA when eligible. The continued coverage will last for 36 months.

## **ARTICLE 24 - 401K**

Employees may participate in the Employer's 401K program upon meeting the eligibility period. The Employer may provide an annual discretionary match.

## **ARTICLE 25 - DISCIPLINE AND DISCHARGE**

The Union acknowledges and agrees that the conduct of employees covered by this Agreement must conform to the rules, regulations, policies and procedures of both Winslow School District and the Employer, and that failure to conform to these standards could result in discipline.

No employee shall be disciplined or discharged except for just cause. The employer will use progressive disciplinary procedures. The progressive discipline steps include:

Verbal Warning  
Written Warning  
Suspension  
Discharge

In the case of serious misconduct, the Employer may start at a higher step of the progressive discipline process. Serious misconduct includes, but is not limited to: fighting while at the facility or on duty; engaging in or threatening violence or physical harm; carrying of or being in possession of firearms or weapons while at the facility or on duty; falsification of records; or use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages, illegal drugs, or other controlled substances.

A drug or alcohol rehabilitation program will be offered as an option for employees the first time they are found to be under the influence of alcohol or drugs at work, rather than discharging the employee. The program will be at the employee's expense.

The Parties recognize that the Employer can also issue non-disciplinary counseling and training.

Discipline will be inactive and not considered in further progressive discipline after two years (based on the school year calendar: September-June).

An employee shall have the right to have a Union steward or representative present whenever the employee is disciplined or interviewed regarding events or behavior which may lead to discipline, and the Employer shall notify the employee of that right prior to informing the employee of the disciplinary action. In the event a Union steward is not immediately available, the Employer shall wait until the steward is available before proceeding with any disciplinary action or interview.

Winslow School District incident reports are not discipline, although they could be used as evidence in discipline.

In the event it is determined that an employee has been disciplined or discharged improperly or without just cause, such employee shall be made whole for any loss of pay and benefits resulting therefrom.

#### **ARTICLE 26 - SENIORITY AND LAYOFFS**

Seniority shall be based upon an employee's length of service from their date of hire. In the case of employees hired on the same day, seniority will be assigned by the alphabetical order of their last names.

Employees will continue employment in their work location from year-to-year. The Employer will cease its prior practice of sending individual contracts to employees before each school year.

The Employer shall furnish the Union with an updated seniority list on the effective date of the Agreement and every three (3) months thereafter.

In all cases of filling vacancies, length of service shall govern.

Employees shall accumulate seniority when absent for justifiable reasons, including, but not limited to, leaves granted under the provisions of the Family and Medical Leave Act, sickness, jury duty, maternity leave, military service, leave of absence for Union activity and layoff due to lack of work for up to a maximum of one (1) year.

The Employer shall do everything possible to avoid layoffs. In the event a layoff becomes necessary, the affected employees shall be given five (5) working days notice, in addition to the day of the notice, and a copy thereof shall be delivered to the Union steward. Employees last hired shall be laid off first. Laid off employees shall have the right to bump less senior employees out of their positions before being laid off. Such bumped employees shall then receive the same rights to bump less senior employees.

An employee may lose seniority if the employee:

- A. Quits or is discharged for just cause;
- B. Retires;
- C. Fails to report for work after layoff within five (5) working days of notification by certified letter to return to work. It shall be the responsibility of the employee to keep the Employer advised of their current address;
- D. In the event that the Employer loses its contract with the school district.

Recall rights shall be granted to employees as follows:

<u>Years of Service</u>	<u>Recall Rights</u>
90 days to 1 year	Equal to time worked
1 to 2 years	12 months
2 to 3 years	24 months
Over 3 years	36 months

## **ARTICLE 27 - JOB OPENINGS**

All permanent ESS Winslow School District job openings shall be posted for a period of five (5) working days by an email notification. Applicants shall be chosen on the basis of qualifications and school district-wide seniority. Where qualifications are equal, seniority shall be the tie breaker.

Job postings will contain the following information:

- School #
- School Address
- Classification
- Pay Rate
- Hours of Work
- Date Bids are Due
- Contact Person Collecting Bids

All jobs will be posted in-house to current employees first. Vacancies will not be offered to new hires until the bidding period expires, and only if no current employees bid on the position.

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees before hiring a new employee.

An employee placed into a new position will be given a period of sixty (60) working days to qualify for the job, and shall have the right to return to their previous job should they fail to qualify.

#### **ARTICLE 28 - TEMPORARY TRANSFERS**

A temporary transfer is when an employee performs the work of a different job classification. An employee who is temporarily transferred by the Employer to a lower paid job shall retain their former pay rate for the period of the temporary transfer. An employee who is temporarily transferred by the Employer to a higher paid job shall be paid the higher rate for the period of the temporary transfer. The Employer's temporary transfers shall be limited to a maximum of sixty (60) days. After (60) sixty days, the Employer must post the vacancy or the Employer may ask the Union for an extension of the temporary transfer.

#### **ARTICLE 29 - SAFETY AND HEALTH**

The Employer agrees to provide employees with safe and healthy conditions of work, free of recognized hazards that are likely to cause injury or illness to employees. The Employer and the Union shall cooperate in the enforcement of safety practices and regulations.

Should an employee complain that their work requires them to be in unsafe or unhealthy conditions, the matter shall be considered immediately by the district manager. If the matter is not adjusted satisfactorily, the complaint may be processed through the grievance procedure.

The Employer shall pay the cost of any medical tests required as a condition of employment. The Company will reimburse new hires for the cost of their TB tests, up to \$20, after they complete their probationary period.

#### **ARTICLE 30 - JOB-RELATED INJURIES**

Any employee may return to work on light duty, with a certified doctor's approval, if such work is available within the employee's classification.

Notwithstanding the previous section, if no such work is available within the employee's classification, the employee may be reassigned in accordance with Company's Early Return to Work Program. Such work will be within comparable driving distance to the employee's usual work location.

#### **ARTICLE 31 - PERSONNEL FILES**

Employees may review their personnel files by contacting their managers. The manager and employee will arrange a mutually agreeable time to review the file. Employees shall have the right to question the accuracy of the material in the file and make written response to the material.

#### **ARTICLE 32 - LABOR-MANAGEMENT MEETINGS**

ESS management representatives will meet with the Union's executive board and staff representative quarterly (October, February, May, July) to discuss labor-management issues. The agenda will be limited to five non-economic items, two of which will be prioritized to discuss with the Winslow School District.

#### **ARTICLE 33 - STRIKES AND LOCKOUTS**

The Union agrees that during the term of this Agreement it shall not instigate, promote, condone, or conduct any strike or slowdown.

The Employer agrees that during the term of this Agreement it shall not lockout employees.

#### **ARTICLE 34 - SUCCESSOR AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

#### **ARTICLE 35 - SEPARABILITY**

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by federal or state statute enacted subsequent to the effective date of this Agreement, such decision, legislative enactment or statute shall not invalidate the entire Agreement, it being the express intention of the Parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

In the event that any decision, legislative enactment or statute shall have the effect of invalidating or voiding any provision of this Agreement, the Parties hereto shall meet solely for the purpose of negotiating with respect to the matter covered by the provision which may have been so declared invalid or void.

#### **ARTICLE 36 - MODIFICATIONS AND DURATION**

At least sixty (60) days before the expiration date of this Agreement either party may propose modifications, revisions or additions to this Agreement. Negotiations shall begin within a reasonable time.

This Agreement shall remain in full force and effect through June 30, 2023, and shall thereafter be continued for a period of one (1) year unless a written notice of termination is given by either party as described above.

The Parties have executed this Agreement on May 23, 2022.

**Union**

  
Heather James

**Employer**

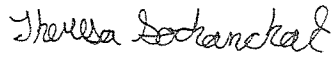
  
Bernie Decker



Aziza Hamilton



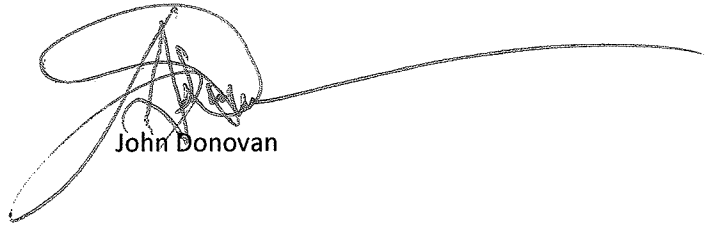
Bobbie Johnson



Theresa Sochanchak



Tara McCauley



John Donovan

# New Jersey Earned Sick Leave

## Notice of Employee Rights

Under New Jersey's Earned Sick Leave Law, most employees have a right to accrue up to 40 hours of earned sick leave per year. Go to <https://nj.gov/labor/> to learn which employees are covered by the law.

**New employees must receive this written notice from their employer when they begin employment, and existing employees must receive it by November 29, 2018. Employers must also post this notice in a conspicuous and accessible place at all work sites, and provide copies to employees upon request.**

### YOU HAVE A RIGHT TO EARNED SICK LEAVE.

#### Amount of Earned Sick Leave

Your employer must provide up to a total of 40 hours of earned sick leave every benefit year. Your employer's benefit year is:

Start of Benefit Year: \_\_\_\_\_ End of Benefit Year: \_\_\_\_\_

#### Rate of Accrual

You accrue earned sick leave at the rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year. Alternatively, your employer can provide you with 40 hours of earned sick leave up front.

#### Date Accrual Begins

You begin to accrue earned sick leave on October 29, 2018, or on your first day of employment, whichever is later.

*Exception:* If you are covered by a collective bargaining agreement that was in effect on October 29, 2018, you begin to accrue earned sick leave under this law beginning on the date that the agreement expires.

#### Date Earned Sick Leave is Available for Use

You can begin using earned sick leave accrued under this law on February 26, 2019, or the 120th calendar day after you begin employment, whichever is later. However, your employer can provide benefits that are more generous than those required under the law, and can permit you to use sick leave at an earlier date.

#### Acceptable Reasons to Use Earned Sick Leave

You can use earned sick leave to take time off from work when:

- You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a **family member** during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- You or a family member **have been the victim of domestic violence or sexual violence** and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend **school-related conferences, meetings, or events** regarding your child's education; or to attend a school-related meeting regarding your child's health.
- Your employer's business **closes due to a public health emergency** or you need to care for a child whose school or child care provider closed due to a public health emergency.

#### Family Members

The law recognizes the following individuals as "family members:"

- Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- Grandchild
- Sibling
- Spouse
- Domestic partner or civil union partner
- Parent
- Grandparent
- Spouse, domestic partner, or civil union partner of an employee's parent or grandparent
- Sibling of an employee's spouse, domestic partner, or civil union partner
- Any other individual related by blood to the employee
- Any individual whose close association with the employee is the equivalent of family



---

## Advance Notice

If your need for earned sick leave is foreseeable (can be planned in advance), your employer can require up to 7 days' advance notice of your intention to use earned sick leave. If your need for earned sick leave is unforeseeable (cannot be planned in advance), your employer may require you to give notice as soon as it is practical.

## Documentation

Your employer can require reasonable documentation if you use earned sick leave on 3 or more consecutive work days, or on certain dates specified by the employer. The law prohibits employers from requiring your health care provider to specify the medical reason for your leave.

## Unused Sick Leave

Up to 40 hours of unused earned sick leave can be carried over into the next benefit year. However, your employer is only required to let you use up to 40 hours of leave per benefit year. Alternatively, your employer can offer to purchase your unused earned sick leave at the end of the benefit year.

## You Have a Right to be Free from Retaliation for Using Earned Sick Leave

Your employer cannot retaliate against you for:

- Requesting and using earned sick leave
- Filing a complaint for alleged violations of the law
- Communicating with any person, including co-workers, about any violation of the law
- Participating in an investigation regarding an alleged violation of the law, and
- Informing another person of that person's potential rights under the law.

Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in hours, or any other adverse employment action against you for exercising or attempting to exercise any right guaranteed under the law.

## You Have a Right to File a Complaint

You can file a complaint with the New Jersey Department of Labor and Workforce Development online at [nj.gov/labor/wagehour/complnt/filing\\_wage\\_claim.html](http://nj.gov/labor/wagehour/complnt/filing_wage_claim.html) or by calling 609-292-2305 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

**Keep a copy of this notice and all documents that show your amount of sick leave accrual and usage.**

You have a right to be given this notice in English and, if available, your primary language.

For more information visit the website of the Department of Labor and Workforce Development: [nj.gov/labor](http://nj.gov/labor).

---

Enforced by: NJ Department of Labor and Workforce Development  
Division of Wage and Hour Compliance, PO Box 389, Trenton, NJ 08625-0389 • 609-292-2305  
This and other required employer posters are available free online at [nj.gov/labor](http://nj.gov/labor), or from the  
Office of Constituent Relations, PO Box 110, Trenton, NJ 08625-0110 • 609-777-3200.  
If you need this document in Braille or large print, call 609-292-2305. TTY users can contact  
this department through the New Jersey Relay: 7-1-1.



**Display this poster in a conspicuous place**

MW-565 (1/19)