AGREEMENT

BY AND BETWEEN

GLOUCESTER COUNTY IMPROVEMENT AUTHORITY

SHADY LANE CHILD DEVELOPMENT CENTER

GROUP AND LEAD TEACHERS UNIT

AND

UFCW LOCAL 360

Effective: January 1, 2023

Expiration: December 31, 2027

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PREAMBLE

THIS AGREEMENT is entered into by and between the GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ("the Employer") and UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 360 ("the Union"), for the purpose of establishing wages, hours, benefits, and other terms and conditions of employment, together with procedures for the fair and amicable resolution of disputes and grievances, pertaining thereto.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein, the parties agree as follows:

ARTICLE 1
RECOGNITION

1.1. Exclusive Representation. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all full time professional teachers, as well as part-time professional teachers who work in excess of eight (8) hours or more per week for SLCDC on average. The unit shall not include managerial executives, supervisors, confidential employees, police employees, craft employees, professional employees, casual employees, head teachers, teachers' aides, part-time employees who work less than eight (8) hours per week, employees who are represented in other units, temporary employees who are hired for a short-term need not exceeding three (3) months duration and all other employees employed by the GCIA.

1.2. Preservation of Unit Work: Work ordinarily performed by bargaining unit employees shall not be assigned to employees outside the bargaining unit, other than in situations of emergency or where no bargaining unit employee can be obtained to perform the work. This provision shall not prohibit the occasional performance of bargaining unit work by managerial or supervisory employees, nor shall it prohibit part-time employees who are excluded from the unit from performing work that is also done by bargaining unit employees.

ARTICLE 2

LABOR-MANAGEMENT RELATIONS

2.1 Respect and Dignity. The Employer and the Union shall each endeavor to insure that all dealings between them are characterized by mutual responsibility and that all employees and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

2.2 Non-Discrimination. No employees will be discriminated against on the basis of race, religion, color, national origin, sex, marital status, age, handicap, sexual or affectional orientations, political affiliation, participation in Union activities, or any other status protected by law.

2.3 No Strike. During the term of this Agreement, neither the Union nor any person acting in its behalf will initiate, authorize, engage in, or assist any strike, work stoppage, slowdown, walkout or other job action against the Employer. It is understood that employees who participate in such activities during the term of this Agreement may be subject to disciplinary action up to and including termination.

2.4 No Lockout. The Employer will not initiate or engage in any lockout of employees during the term of this Agreement.

ARTICLE 3

UNION RIGHTS

3.1 Access to Workplace. Union representatives shall have access to employee work areas to investigate grievances and for other purposes related to Union representation. Union representatives shall notify the Employer prior to entering the premises, permission for which shall not unreasonably be denied.

3.2 Union Bulletin Boards. The Employer will provide a bulletin board in each building where employees report or clock in for work, in a centrally-located work area, to be used exclusively by the Union for notices and other information to employees.

3.3 Personnel Data. During the first week of each month, the Employer will furnish to the Local President a list of all new hires, terminations, and title changes within the bargaining unit(s) during the previous calendar month. Home addresses will be furnished on a monthly basis for a new hires and will also be furnished periodically, upon request, for other employees represented by the Union.

3.4 Leave for Union Business. Upon official request by the Union, Shop Stewards shall be permitted to take time off with pay to attend conferences, meetings, workshops, or other activities related to union representation; not to exceed twenty-four (24) hours per year total for the Shop Steward and Shop Steward alternate, subject to reasonable operational requirements of the Employer. In addition, any employee who is elected or appointed to an office in the Union may be granted an unpaid leave of absence of up to one (1) year to serve in such office. No benefits shall accrue while an employee is on leave to hold Union office, except that the employee shall continue to accrue seniority. Requests for Union leave shall not be unreasonably denied.

3.5 Release Time for Labor-Management Meetings and Negotiations. No employee who serves as Union representative shall suffer loss of pay for attending any meeting agreed upon by the Employer, or for reasonable travel time to and from such meetings. This shall include attendance at contract negotiations by members of the Union's negotiating committee.

ARTICLE 4

UNION SECURITY

4.1 Dues Checkoff. The Employer shall deduct regular Union dues from an employee's pay when so authorized in writing by the employee. The amount of such deductions will be certified to the Employer by the Union. The Employer shall remit the dues to the Union on a monthly basis, no later than fourteen (14) days following the month in which the deductions were made, accompanied by a list of employees from whose pay such deductions were made. The list shall include each employee's Social Security number, base weekly pay, and the amount of dues deducted for the month. A copy of such list shall also be forwarded to the Local President. Dues deductions for bargaining unit employees shall not be made for any other employee organization.

4.2 Withdrawal of Dues Check-off. In the event an employee withdraws his or her authorization for dues deduction by written notice to the Employer, deductions shall be halted as of July 1, next following the date on which notice of withdrawal was filed, pursuant to N.J.S.A. 52:14-15.9e.

4.3 Representation Fees. For all employees in the bargaining unit who do not pay dues in accordance with Section 4.1 above, the Employer shall instead deduct a representation fee equal to a percentage of the regular dues as certified by the Union, which shall be remitted to the Union in the same manner as dues. In the case of newly hired employees, deduction of representation fees will begin with the next paycheck following thirty (30) days of employment, unless the employee has submitted a dues check-off card.

4.4. Compliance with Law. The Union shall maintain a demand-and-return system and shall comply with all other requirements of N.J.S.A. 34:13A-5.5 et seq. with respect to the use of representation fees and the accounting thereof.

4.5 Hold Harmless. The Union will indemnify and hold the Employer harmless with respect to any claims or legal actions arising out of compliance with this Article.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 Retention of Rights. The Employer retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law subject to the terms of this Agreement, including, but not limited to the following rights:

a) The executive management and administrative control of the Shady Lane Child Development Center and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Employer.

b) To insure compliance with **all** state and federal laws and regulations governing the operation of the Employer's facility.

c) To make, maintain, and amend such reasonable rules and regulations (negotiated with the Union first, absent a managerial prerogative), as it may from time to time deem best for the purposes of maintaining order, the safety of students, employees, and guests, after advance notice thereof to employees, and to require compliance by the employees.

d) To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignment, and to promote and transfer employees.

e) To decide the number and types of employees needed for any particular time and/or task and to be in sole charge of the quantity and quality of the work required.

f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the law.

ARTICLE 6

PROBATIONARY PERIOD

6.1 Probation of New Employees. Every new employee shall be subject to a ninety (90)-day probationary period during which time the employee shall be subject to evaluation by management to determine his or her suitability for continued employment. During or at the end of this period, management shall have the sole and exclusive right to determine whether the employee shall be granted permanent status. Dismissal during or immediately upon the conclusion of the probationary period shall not be subject to arbitration nor subject to the discipline and discharge provisions of this Agreement. Vacation, sick, and administrative days will be earned, but cannot be used during the probationary period.

ARTICLE 7

HOURS OF WORK

7.1 Work Schedules. A full-time workweek shall consist of forty (40) hours. The Child Development Center is open from 6:30 a.m. to 6:00 p.m. and shifts, which consist of eight (8) hours each, shall be scheduled on a staggered basis within these hours, at the discretion of management. During each shift, employees will be entitled to a half-hour (1/2 hour) paid meal break to be taken on the premises of the Shady Lane Child Development Center (including the Shady Lane Home).

7.2 Tardiness. Employees are expected to be on time to work their scheduled shifts. Employees who are late will be subject to docking and/or disciplinary action as provided below:

a) For purposes of docking, each lateness will be rounded to the nearest quarter-hour (1/4 hour) interval.
b) An employee will be deemed to have committed a lateness offense whenever he or she is more than five (5) minutes late any given day, unless excused for good cause at management's discretion.

7.3 Summer Schedule —The Union and the County have agreed to permit the temporary furlough of employees based on the enrollment of the Center. In lieu of furlough, employees may participate in other work opportunities offered by the Authority or by Gloucester County. These employees will still earn the contractual rates of pay and retain all rights and privileges under the agreement.

Employees will be selected for furlough based on seniority with the center. Employees subject to furlough will retain the right to maintain health benefits subject to the employee's share of premium sharing. Those employees that qualify for available alternative work opportunities as referenced above shall be offered a position based on seniority with the Center. In the event, an employee fails to perform the assigned job, or is discharged by the County for any other reason, that employee shall be returned to furlough status until the enrollment of the Center requires the furlough period to end.

ARTICLE 8

SALARIES AND WAGES

8.1 Job Title and Pay Ranges. Every bargaining-unit job shall be classified according to the proper job title. Whenever new jobs are created or existing jobs are materially changed, the parties shall immediately negotiate concerning the appropriate pay range prior to implementation. A material change in job duties shall mean a substantial and permanent addition of new job-duties and/or responsibilities and not simply the introduction of a different method or procedure for completing existing job duties.

8.2 Base Pay Rates. Every full-time professional group or lead or teacher shall have an annual base salary, which shall be converted to a base hourly rate for payroll purposes by using the two-thousand-and-eighty (2080) as the hour-per-year divisor. For part-time employees, base pay shall be quoted as an hourly rate. The annual base salary for new and current group and lead teachers shall depend on the employee's starting date as either a group or lead teachers at the Shady Lane Child Development Center as well as the calendar year of employment, as set forth in the Salary Guide contained in Paragraph 8.5.

8.3 Across-the-Board Adjustments. Employees shall receive the following across-the-board adjustments to their base pay, or the applicable salary guide step as shown in Article 8.5, whichever is greater.

(a) 3% increase to hourly wage - January 1, 2023

(b) 3% increase to hourly wage – January 1, 2024

(c) 3% increase to hourly wage – January 1, 2025

(d) 3% increase to hourly wage – January 1, 2026

(e) 3% increase to hourly wage – January 1, 2027

8.4 Increments. Incremental increase shall be given, based on the employee's years of service as a Group or Lead Teacher for the Shady Lane Child Development Center after the conclusion of the employees fourth (4^{th}) anniversary year, as set forth in Paragraph 8.5.

8.5 Salary Guides.

Group Teachers Salary Guide:

	Retro 1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Hired through 4th Anniversary Year	$60,813	$62,638	$64,517	$66,453	$68,447
5th Anniversary Year and	$62,638	$64,517	$66,453	$68,447	$70,501

Lead Teachers Salary Guide:

	Retro 1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Hired through 4th Anniversary Year	$48,650	$50,110	$51,614	$53,163	$54,758
5th Anniversary Year and Beyond	$50,110	$51,614	$53,163	$54,758	$56,401

8.6 Longevity Payments. Group and Lead Teachers meeting certain longevity threshold by July 1, of each year shall be entitled to a lump sum longevity payment as follows:

(a) Group and Lead Teachers who have completed at least ten (10) years of service shall be paid a longevity payment of three percent (3%) of the minimum annualized salary for their job title for that year of the contract.

(b) Group and Lead Teachers who have completed at least fifteen (15) years of service shall be paid a longevity payment of four percent (4%) of the minimum annualized salary for their job title for that year of the contract.

(c) Group and Lead Teaches who have completed at least twenty (20) years of service shall be paid a longevity payment of five percent (5%) of the minimum annualized salary for their job title for that year of the contract.

Longevity payments shall be paid by December 1, each year, but only to Group and Lead Teachers employed at the Shady Lane Child Development Center, in a covered position,

on December 1, of each year, and shall not be paid to any Group or Lead Teacher in any calendar year in which the Group or Lead Teacher has not been actively employed for at least six (6) months.

"Years of Service" refers to the total year employed by the Improvement Authority.

Longevity Payment: All employees hired prior to November 20, 2018, at the Center, when they become eligible or promoted to full-time, shall be entitled to longevity payments. All employees hired on or after November 20, 2018, shall not be entitled to longevity payments.

8.7 Promotional/Demotional Pay. Any employee who is promoted to a higher title shall receive a new base salary equal to three percent (3%) above his or her previous salary, but not less than the minimum nor more than the maximum salary of the new range (but in no event less than the employee's previous rate of pay). Any employee demoted to a lower title shall receive a new base salary equal to two and nine-tenths percent (2.9%) less than the previous salary, but not more than the maximum of the new range; nor less than the minimum of the new range.

8.8 Paydays and Pay Periods. Each pay period shall consist of two (2) full workweeks as designated in Section 7.1. Paydays will be on Thursdays following the respective pay period. Employees are responsible for clocking in and out at the beginning and end of their shifts.

ARTICLE 9

OUT-OF-TITLE COMPENSATION

9.1 Any employee in the bargaining unit who is temporarily assigned to work in a higher job classification for more than three (3) consecutive work days shall be paid for such time as if temporarily promoted in accordance with Section 8.7, beginning with the third (3rd) consecutive day or the sixth (6th) aggregate day (which aggregate amount shall include any three (3) consecutive day period(s) assigned) in a calendar year..

9.2 To be counted as an out-of-title work day, an approved tracking form shall be completed by the employee and submitted to the appropriate supervisor for his or her signature no later than the end of the following work day.

ARTICLE 10

OVERTIME COMPENSATION

10.1 Overtime Defined. Overtime shall be understood as time worked in excess of forty (40) hours during the work week. For purposes of this Article, all paid time, except for sick time, shall be treated as time worked in calculating overtime. However, as an exception to this rule, unpaid leave of up to eight (8) hours during a work week for Union business will be treated as time worked for purposes of meeting the overtime threshold.

10.2 Overtime Compensation. Employees shall be compensated at one and one-half times (1 ½ /X) their regular hourly rate for all time worked in excess of forty (40) hours during the designated workweek. If the hours worked do not exceed forty (40), pay shall be calculated at straight-time. All overtime must be signed off by the employee's supervisor. This includes clocking in more than seven (7) minutes prior to the beginning of your shift and clocking out later than seven (7) minutes after the employee's shift has ended. Failure to follow this procedure may result in disciplinary action. Any employee not reporting for scheduled overtime will not be eligible to work overtime for a period of fourteen (14) days.

10.3 Distribution of Overtime. The Employer may require employees to work overtime, subject to any applicable state or federal laws. Overtime work shall be offered as equitably as possible to employees in the appropriate job functions, utilizing a rotating overtime list whenever practicable, provided that the Employer may, at its discretion, exercise a preference to offer overtime opportunities to the employees who are regularly scheduled to work in the classroom where the overtime work opportunity exists. No employee shall be required to work overtime if other qualified employees in the appropriate job functions are available and willing to work. It is understood that the qualifications for performing the work are to be determined solely by the Employer, and where necessary, all employees may be required to work a reasonable amount of overtime. Overtime records shall be made available to the Union upon reasonable request.

ARTICLE 11
CALL-IN-PAY

11.1 Call-in-Pay. Any employee who is called in to work prior to his or her next scheduled work period shall be paid for not less than two (2) hours of work, unless the call-in immediately precedes the employee's normal workday. Employees who are required to respond to occasional telephone inquiries outside their normal work hours shall be compensated for any time actually spent on the telephone in excess of five (5) minute per day, which shall be deemed *de minimis*.

ARTICLE 12

EDUCATIONAL ASSISTANCE

12.1 Reimbursement for Tuition and Registration Fees. The Employer will reimburse employees for tuition and regular registration fees upon satisfactory completion of approved courses or seminars leading to advancement or improvement of skills in the employee's field or to maintain licensure or certification required by the Employer. The maximum reimbursement for each employee shall be nine-hundred dollars ($900) per year. The GCIA requires employees to remain employed with the GCIA for one (1) year after reimbursement of any tuition and registration fees. If the employee is terminated or resigns before one (1) year expires, the employee would be responsible for paying back the GCIA on a pro-rated basis.

12.2 Approval. Requests for educational assistance shall be submitted to the Employer for approval prior to the course or seminar by the Request to Attend Educational Course Form being completed. If this form is not completed and approved prior to the course starting, denial of reimbursement may occur. It is the responsibility of the employee to insure enough prior notice is given (at least two (2) weeks) to the employer that he/she is requesting to attend the course. Approval shall be conditioned on the employee receiving at least a C or equivalent grade if applicable.

12.3 Reimbursement for Certification or License. Whenever an employee obtains any certification or license at the request of the Employer, over and above the minimum legal requirements of the job, the Employer shall pay the applicable fee for such certification or license, including renewal fees.

ARTICLE 13

RETIREMENT BONUS

13.1 Eligibility for Retirement Payment. Upon retiring on a service pension, an employee shall be eligible for a bonus payment based on the number of unused sick days remaining to the employee's credit.

13.2 Calculation of Payment. Upon retiring on pension, an employee shall be eligible for a one-time (1x) payment based on the number of unused sick days remaining to the employee's credit. The payment to retirees will be calculated as follows:

a) The number of unused sick days will be divided in half (1/2);

b) The result in (a) will be multiplied by the value of a day's pay for the employee at retirement.

c) The resulting figure will constitute the payment, except that in no case shall the payment exceed eight-thousand dollars ($8,000).

ARTICLE 14

INSURANCE BENEFITS

14.1 Health Insurance. The Employer shall provide health insurance for each eligible employee and his or her dependents. Employees who regularly work at least thirty (30) hours per week will be eligible for insurance coverage. Employees who commence employment at Shady Lane Child Development Center after the date of ratification shall be responsible for the following monthly premium amounts, to be deducted from employee paychecks: single, ten dollars ($10); married, twenty dollars ($20); married and one child, thirty dollars ($30); married and more than one child, forty dollars ($40). Health insurance shall commence once the employee completes the waiting period of sixty (60) consecutive days as an active employee. The waiting period may be waived at the discretion of the Executive Director. Per diem employees are not eligible for health benefits. Health insurance benefits shall consist of the following:

a) Basic Medical. Doctor's services – five dollar ($5) co-pay per visit.

b) Major Medical. One hundred percent (100%) reimbursement; one-hundred dollar ($100) deductible/single per calendar year; three-hundred dollar ($300) deductible/family per calendar year.

c) Vision care. The current plan, consisting of payment for eye exams, glasses, and contact lenses, up to one-hundred and fifty dollar ($150) per covered individual annually.

d) Prescription. Five dollar ($5) co-pay for each prescription.

e) Dental. The current plan, including full payment for preventive services, eighty-percent (80%) payment for restorative services, and fifty-percent (50%) payment for orthodontia or other major services. Orthodontia has a one-thousand dollar ($1,000) lifetime cap and a one-hundred and fifty dollar ($150) deductible per covered individual.

14.2 Temporary Disability Benefits. The Employer shall provide disability coverage to all eligible employees pursuant to the State Temporary Disability Benefits Law.

14.3 Continuation of Health Insurance. An employee's health benefits will terminate immediately upon termination of employment or after thirty (30) days of unpaid leave, except as provided otherwise by the Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA). Employees who lose their employer-provided coverage due to termination of employment, due to exceeding thirty (30) days of unpaid leave, or due to exceeding or leave of absence time allowed under FMLA or NJFLA may continue coverage at their own expense in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

14.4 Post-Retirement Health Benefits. GCIA will provide continuing medical and prescription coverage for certain employees who retire under the Public Employees Retirement System or other state of New Jersey retirement system, together with their dependents, as follows:

1) Employees who have retired on a disability pension;

2) Employees who have retired after twenty (25) years or more of service credit in a state or locally administered retirement system and have worked for the GCIA for a period of seven (7) years at the time of retirement; or

3) Employees who have retired and reached the age of sixty-two (62) years or older with a least 15 years of service with the GCIA

14.5 Change of Insurance Carriers. The Employer reserves the right to change insurance carriers so long as the benefits to be provided are substantially equivalent to those of the existing plan(s).

14.6 Waiver of Benefits. Employees who are enrolled in the medical/prescription plan may elect to waive coverage upon furnishing proof of similar coverage through a spouse's employer or other source. Elections must take place during the window period as set forth by the Employer's plan. A waiver form must be completed in order to waive benefits. The following terms shall apply:

a) Employees who waive medical and prescription coverage shall receive a monthly payment in lieu of insurance, depending upon the type of coverage for which they are otherwise eligible, as set forth below:

   Employee-only-medical/prescription: $125 per month

   Family medical/prescription: $300 per month

b) Waivers will take effect on the first (1st) day of the month following the date the waiver has been approved and will continue unless the employee subsequently re-enrolls. In addition, employees who lose their alternative coverage will be re-enrolled immediately after giving notice to the GCIA, so long as there was previous creditable coverage.

14.7 Life and Accident Insurance. The Employer will continue the current term life insurance coverage, together with the current accidental death and dismemberment coverage.

ARTICLE 15
VACATION

15.1 Vacation Entitlement. Full-time employees shall receive paid vacation leave as follows:

a) Employees with less than five (5) years of seniority will be granted ten (10) vacation days each anniversary year.

b) Beginning with the year in which an employee's five (5) year anniversary of employment falls, the employee will be granted fifteen (15) vacation days in each anniversary year.

c) Beginning with the year in which an employee's twelve (12) year anniversary of employment falls, the employee will be granted twenty (20) vacation days in each anniversary year. Effective January 1, 2023, employees, when attaining twenty (20) years of service, shall be entitled to twenty-five (25) days of vacation each anniversary year.

d) For purposes of calculating vacation entitlement, references to vacation days in this Section shall mean eight (8) hours of vacation leave.

e) Vacation leave will be earned on a monthly pro-rated basis. An employee will accordingly earn one-twelfth (1/12) of his or her annual allotment for each full month of service completed.

f) Employees may use up to ten (10) vacation days in advance of their earnings, but in no event shall time be advanced from the next anniversary year's allotment. An employee who terminates his or her employment with a negative vacation balance will be liable to repay the Employer for the days advanced, which amount may be deducted from the employee's final pay.

g) Seniority shall be as defined in Section 25.2

15.2 Part-Time Employees. Vacation allowances for part-time employees will be pro-rated according to hours paid.

15.3 Minimum Vacation Increments. Vacation leave shall be scheduled in fifteen (15) minute increments or more.

15.4 Carry-Over of Vacation Days. Employees shall be permitted to carry over five (5) vacation days or fewer from one (1) anniversary year to the next, at their option. Additional days may be carried over only if such additional leave was not taken by reason of the pressure of business and with the express permission of the Employer. All vacation leave carried over must be used in the succeeding anniversary year. Any carried-over vacation days will be used first when an employee takes vacation. After approval by the Administrator and due to unforeseen circumstances, employees may carry an additional five (5) vacation days for a total of ten (10) from one anniversary year to the next.

15.5 Payment for Unused Vacation Days. An employee retiring or otherwise separating shall be paid for any unused earned vacation leave. In the case of the employee's death, payment shall be made to the estate.

15.6 Window Period. The Employer shall provide a window period from January 1 through February 15, during which employees may (but shall not be required to) submit requests for vacation leave during the balance of the year. If, at the end of the window period, there is a conflict regarding the choice of available vacation days, employees who have submitted their requests during the window period shall be given preference according to seniority; provided, however, that in case of a tie in seniority, preference will be given to those requests which are submitted first; provided, however, that if two (2) or more requests are submitted simultaneously, seniority shall prevail. It is understood in all cases that the scheduling of vacations must be approved by management and that approval shall be subject to legitimate operational needs.

ARTICLE 16
HOLIDAYS

16.1 Holidays Enumerated. There shall be fourteen (14) paid holidays per year in accordance with the schedule below. Holidays that fall on a Saturday, shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday.

New Year's Day*
King's Birthday
Lincoln's Birthday
Presidents' Day
Good Friday*
Memorial Day*
Independence Day*
Labor Day*
Columbus Day
Election Day
Veterans' Day
Thanksgiving Day*
Day after Thanksgiving*
Christmas Day*

Holiday pay shall be equal to an employee's regular straight-time pay for the day, not to exceed eight (8) hours.

The Shady Lane Child Development Center is open on all holiday except those marked by an asterisk (*).

16.2 Eligibility for Holiday Pay. To be eligible for holiday pay, an employee must be on active pay status and must have worked his/her last scheduled day before and first scheduled day after the holiday (which includes sick days for which an appropriate doctor's not has been submitted). Employees on unpaid leave do not receive paid holidays, except that an employee on an unpaid Union leave for a period of one (1) week or less will be eligible to receive pay for any holiday falling within that week.

16.3 Pay for Holiday Work. Full-time employees shall be paid at the rate of time and one-half (1 ½ x) for work performed on holidays, in addition to the holiday pay.

16.4 Part-Time Employees. Part-time employees shall be paid holiday pay for all of the holidays listed in Section 16.1. In addition to holiday pay, part-time employees shall be paid time and one-half (1 1/2) for all hours worked on the holiday listed in paragraph 16.1.

ARTICLE 17

SICK LEAVE

17.1 Entitlement to Sick Leave. Full-time employees hired on or after April 9, 2009, shall earn paid sick leave at the rate of five-sixths (0.8333) of a day for each full calendar month of service, or ten (10) days for every twelve (12) months. Full -time employees hired prior to April 9, 2009, shall be entitled to earn paid sick leave at the rate of one (1) day for each full calendar month of service, or twelve (12) days for every twelve (12) months. Effective 1-1-2024, all full-time employees shall be entitled to twelve (12) paid sick days each calendar year.For purposes of calculating sick leave, "one day" will mean eight (8) hours. Sick leave for part-time employees shall be pro-rated. Unused sick leave shall accumulate to the employee's credit from year to year.

17.2 Use of Sick Leave. Sick leave may be used in fifteen (15) minute increments or more in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill, "immediate family" shall consist of father, mother, step-father, step-mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse, civil union partner, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and any relative or domestic partner of the employee residing in the employee's household.

17.3 Reporting of Absence on Sick Leave. Employees who are unable to report to work because of illness will be required to call in one(1) hour in advance of their shift. Failure to give the required notice shall be excused only for good cause. Failure to give the required notice without good cause may result in denial of sick leave for absence and constitute cause for disciplinary action. Sick leave for a pre-arranged medical or dental examination should be applied for in advance, as soon as practicable.

17.4 Verification of Sick Leave. Should medical evidence be required to verify illness for purposes of granting sick leave, the employee will be given timely notice on a case-by-case basis. Employees must submit a doctor's note for any sick leave taken immediately before or immediately after a holiday and for any sick leave of three (3) consecutive days or more. Acceptable medical evidence shall consist of a note from a physician stating that the employee was unable to work due to a health condition or because of the need to care for a member of the immediate family who was seriously ill. The note shall briefly identify the condition and the relevant medical facts and shall indicate the actual or projected date that the employee is able to return to work. Although failure to produce medical verification shall not be considered a disciplinary offense per se, it is understood that such failure may result in denial of sick leave and having the absence count as unexcused. Abuse of sick leave shall be cause for disciplinary action.

17.5 Sick Leave Offenses. Employees who utilize sick leave for purposes not authorized by Section 17.2 will be subject to discipline for abuse of sick leave. An employee may also be disciplined for chronic and excessive absenteeism if (a) the employee exhausts his or her paid sick leave balance, resulting in unpaid sick days; and (b) the sick leave is frequent and sporadic;

and (c) the employee's absences are not protected under the Family and Medical Leave Act, the New Jersey Family Leave Act, or other state or federal law.

17.6 Fitness-for-Duty Examinations.

a) The Employer may require an employee who has been absent because of personal illness, before returning to duty, to bring in a note from his or her physician stating that the employee is capable of returning to work, and/or, at the discretion of the Employer, to be examined at its expense by a physician chosen by the employee from a panel of physicians designated by the Employer. Such examination shall establish whether the employee is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the employee or other employees.

b) Examinations and other medical inquiries for the purpose of determining whether employees are able to perform their essential duties or do not pose a threat to health or safety on the job shall be in conformity with the Americans with Disabilities Act, the New Jersey Law Against Discrimination, the Family and Medical Leave Act, and/or any other applicable law.

17.7 Payment for Unused Sick Leave Upon Termination. No employee shall be paid for unused sick leave except in accordance with Article 13.

ARTICLE 18

MISCELLANEOUS PAID LEAVE

18.1 Administrative Days. Full-time employees shall be allowed two (2) days (sixteen (16) hours) off with pay annually for personal business, except that employees hired on or after July 1 shall be entitled to only one (1) personal day in the first year of service. Except in cases of emergency, requests for administrative leave shall be submitted at least two (2) working days in advance to the appropriate supervisor. Personal leave must be taken in fifteen (15) minute increments or more. Personal leave shall not accumulate from year to year, nor shall it be paid out upon termination of employment.

18.2 Jury Duty. Employees shall be granted time off as necessary without loss of pay for performing jury service during working hours. Per diem payments for serving as jurors shall be turned over to the Employer. Employees will be responsible for notifying management as soon as possible if they are scheduled for jury duty. If an employee's jury service is cancelled or ends early, the employee will be responsible for returning to work provided he or she is able to work at least one half (1/2) of the scheduled shift. The employee must submit a summons copy to the supervisor. Written evidence of employee's attendance at jury duty must be submitted for employee to receive his/her pay for the jury duty time. It is the employee's responsibility to get this written evidence the day they are serving their time. No payment of wages will be paid without this written evidence.

18.3 Work-Related Disability Leave.

(a) In case of disability due to illness or injury as a result of, or arising from, an employee's job, the Employer shall provide paid disability leave consisting of one (1) week at one-hundred percent (100%) of base weekly pay. Employees shall not be required to use their regular sick leave in such cases. In the event an employee receives periodic Workers' Compensation benefits covering this one (1) week period, further Workers' Compensation leave payments will be reduced or reimbursed to the Employer to prevent duplication. Prior to receiving any pay pursuant to this section, the employee will execute an assignment of benefits authorizing the Workers' Compensation carrier to pay directly to the Improvement Authority the checks for the employee's temporary disability. In the event the employee fails to execute such an assignment or appropriates any Workers' Compensation checks for temporary disability for his own use, then in that event salary payments will not be due under this Section until such time as the assignment is executed and/or Workers' Compensation payments for temporary disability received by the employee are remitted to the Authority.

(b) While on paid work related disability leave, the employee will accrue vacation, personal, and sick leave and will remain covered by the health insurance provisions of this Agreement, except that vacation, personal, and sick leave will cease to accrue

after one (1) month of paid work related disability leave. Paid health benefits will cease after one (1) year of paid disability leave, inclusive of any period of return to work of less than thirty (30) days.

(c) Employees will be permitted time off without loss of pay for doctor's visits or therapy during the workday in connection with any compensable illness or injury.

(d) For purposes of calculating time used under the Family and Medical Leave Act (FMLA), days absent for Workers' Compensation injuries will be counted.

18.4 Bereavement Leave.

(a) Employees may take up to three (3) bereavement days without loss of pay for any death in the employee's immediate family, and five (5) days for the death of a parent, child or spouse.

(b) For purposes of this section, "immediate family" shall include the following relatives of the employee or the employee's spouse (or civil union partner): father, mother, step-father, step-mother, grandmother, grandfather, grandchild, spouse/civil union partner, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt and uncle. In addition, "immediate family" shall include any relative or domestic partner of the employee residing in the employee's household.

(c) The Employer may, at its discretion, require confirmation of the death and the familial relationship.

(d) If additional bereavement leave is needed, it may be taken with the prior approval of the supervisor as vacation, sick, administrative, or, if all other leave has been exhausted, unpaid leave.

ARTICLE 19

UNPAID LEAVES OF ABSENCE

19.1 Unpaid Leaves of Absence. Upon request, an employee may be granted a leave of absence without pay for up to six (6) months where necessary for medical reasons or for maternity or paternity. Such leaves will not be unreasonably denied. A leave of absence may be extended for an additional six (6) months where the Employer determines in its discretion that circumstances warrant. The Employer may also grant leaves of absence for other purposes at its discretion. Unpaid personal leaves of absence will be granted only for compelling reasons. Total consecutive leave, inclusive of any FMLA/NJFLA leave, shall in no circumstances exceed one (1) year.

(a) For personal leaves granted for medical reasons, the Authority will require an appropriate physician's certification substantiating the need for extended medical leave, the Authority may require recertification of the need for leave from time to time as it deems appropriate.

(b) The employee must request the leave of absence in writing to the Shady Lane Child Development Center Director and GCIA Executive Director. The request must include reason or reasons why the leave is needed, and request a specific period of time. The employee must submit a written request for a medical leave, together with confirmation by the physician, to the Executive Director in advance of the intended leave date. This request should include the expected date of return to work. The Executive Director has the authority to approve the leave of absence. The Board will be informed of any leave granted.

(c) Employees who take unpaid leave of absence must first exhaust any accrued paid sick leave that may be available for such absences. Employees must also exhaust all available vacation and administrative leave before taking unpaid leave, except that this shall not be required when taking FMLA or other medical leave.

19.2 Entitlement to FLA and FMLA Leave. All applicable requirements of the state Family Leave Act and the federal Family and Medical Leave Act shall be followed with respect to employees who request leave for the following purposes:

(a) childbirth;
(b) care of newborn child, a newly adopted child, or a newly placed foster child;
(c) care of a parent, child or spouse with a serious health condition; or
(d) a serious health condition on the part of the employee.

In accordance with the FMLA, employees with at least one (1) year of service who have worked for the Employer at least one-thousand-two-hundred-and-fifty (1,250) hours in the preceding twelve (12) months (one-thousand (1,000) hours under the FLA) are entitled to twelve (12) weeks of qualifying leave during a twelve (12) month period (twenty-four (24) month

period under the FLA). An employee's twelve (12) month leave period (twenty-four (24) month period under FLA) shall be measured beginning with his or her first day of FMLA (FLA) leave. Paid leave time will count as time worked for purposes of meeting the hours of work threshold. Employees shall be required to use paid sick leave concurrently with FMLA leave for any qualifying reason for sick leave under the Employer's policy. However, paid vacation, personal, or compensatory time off shall not be counted against an employee's twelve (12) week FMLA or FLA entitlement, regardless of whether such leave is used for an otherwise qualifying reason, unless the employee chooses to do so.

In addition, FMLA leave shall be provided, to the extent required by law, to care for service members injured while on active duty and for qualifying exigencies related to the active duty military service of certain relatives.

19.3 Continuation of Health Benefits. Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after employer paid coverage ends by paying the monthly premiums. In addition, an eligible employee who takes leave qualifying under the state Family Leave Act or the Federal Family and Medical Act shall have coverage continued by the Employer during such leave, subject to the same payment conditions as when the employee is working.

19.4 Accrual of Paid Leave Benefits. An employee will not accrue sick, vacation, or administrative leave days while on an unpaid leave of absence which exceeds two (2) weeks in duration.

19.5 Employees granted the leave of absence shall not suffer any loss of seniority upon their return to work.

19.6 Prior to returning to work from unpaid personal leave taken for the employee's own serious health condition, employees must obtain a release to return to work from the employee's health care provider stating that he or she is able to return to work.

19.7 Failure to return from leave on the scheduled day shall be construed as absence without leave and shall subject the employee to discipline, up to and including termination.

ARTICLE 20

MILITARY LEAVE

20.1 Legal Entitlements. Employees in the military service, including the New Jersey National Guard or United States Armed Forces Reserves, shall be entitled to such leave provisions as may be required by law. A copy of orders must be submitted to the supervisor immediately upon receipt by the involved employee.

ARTICLE 21

TRAVEL EXPENSES

21,1 Business Use of Employee Cars. The Employer agrees to reimburse employees who are required to use their person vehicles for work in accordance with the standard mileage rate for business purpose as periodically determined by the Internal Revenue Service. Expenses incurred for tolls and parking fees shall likewise be reimbursed. Normal commuting is not covered by this provision. Business use of employee cars must be pre-approved by the Employer.

21.2 Meal Allowances. In the event any employee is required to travel outside Gloucester County in the course of employment, he or she will be reimbursed for necessary meal expenses at a maximum rate of five dollars ($5.00) for breakfast, ten dollars ($10.00) for lunch, and twenty dollars ($20.00) for dinner.

ARTICLE 22

SHOP STEWARDS

22.1 The Union will use its best efforts to secure as stewards a high caliber of employee, who shall be required to conform to the standards and qualifications required by the Union and the Employer. Union Stewards will at all times be full-time and part-time employees and shall be the last to be laid off within their departmental classification if reasonably able to perform the work.

22.2 The Union shall furnish the Employer with a complete list of the stewards, which list shall be supplemented from time to time as necessary.

22.3 The Union shall do everything within its power to enforce the rules and regulations of the Employer and through advice, instruction and example to maintain the highest standard of work.

22.4 The Union shall furnish to the Employer at least one (1) official Union emblem (no larger than five (5) inches by five (5) inches) for each of the Employer's Development Centers covered by this Agreement, to be displayed in the customer area of the premises. Such official emblems shall remain the property of and shall be surrendered to the Union on demand.

22.5 The Stewards or other individual employees covered hereby are not authorized by the Union to call strikes or slowdowns.

22.6 No transfers of Shop Stewards to other facilities will be made without the consent of the Union. The Union will not withhold its consent arbitrarily.

22.7 Shop Stewards shall be entitled to a total leave of twenty-four (24) hours each calendar year with pay for Shop Steward training and education. The Union must notify the Employer at least two (2) weeks in advance thereof. The Shop Steward must, upon returning from the leave, present the Director of the Child Development Center with written evidence from the Union that the Steward has used the leave for the purpose for which the leave was intended.

22.8 Any person designated as Steward by the Union shall receive any and all rights, benefits, duties and privileges of such position and the Union agrees not to designate more than one (1) Steward and one (1) Alternate for the bargaining unit at the Child Development Center.

ARTICLE 23

CREDIT UNION AND DEFERRED COMPENSATION

23.1 Credit Union. The Employer will make payroll deductions for any employee, upon written request, to be paid to the UFCW Local 360 Credit Union.

23.2 Deferred Compensation. The Employer will sponsor a deferred compensation plan for use by employees.

ARTICLE 24

PERSONNEL RECORDS

24.1 Inspection of Files. Upon reasonable prior request, the personnel records of any employee shall be open to the inspection of the employee. Copies of the contents shall be provided upon request. Any employee who is appointed to a new title or receives a promotion will be given written notice of such new title or promotion, with the effective date thereof.

24.2 Disciplinary Records. An employee will be given a copy of any disciplinary document which is placed in the employee's official personnel file. If a disciplinary document is not given to the employee, that infraction shall not be valid.

ARTICLE 25

SENIORITY AND BREAKS IN SERVICE

25.1 Resignations. Employees who resign will give two (2) weeks' notice, except that the Employer may consent to shorter notice if circumstances reasonably prevent the employee from giving the required notice. An employee who gives proper notice will be permitted to rescind his or her resignation for good cause within forty-eight (48) hours after submission. An employee who fails to give proper notice will not be allowed to rescind his or her resignation without the permission of the Employer.

25.2 Seniority Defined. Seniority will be defined as length of employment at the Shady Lane Child Development Center, beginning with the employee's date of hire, without interruption due to resignation, retirement, or removal. Employees who terminate in good standing and are subsequently rehired within sixty (60) days will be considered to have no interruption in continuous service.

ARTICLE 26

JOB OPENINGS

26.1 Posting. All job openings shall be posted on an appropriate bulletin board for a period of at least five (5) working days prior to filling such opening. Employees may apply for posted positions within this period. Nothing herein shall restrict the Employer's right to assign work on an interim basis, except that interim basis is no longer than three (3) months.

26.2 Preference. The Employer reserves sole determination to make promotional appointments. In all instances, the employees promoted must possess the skill, knowledge, and potential ability to learn the job within a reasonable period of time, as determined by the Employer. When qualifications are substantially equal, the Employer will consider seniority before making the appointment.

ARTICLE 27

LAYOFFS

27.1 Notice of Anticipated Layoff. The Employer agrees that the Union shall be given advance written notification if lay-offs are anticipated, stating the reasons for such action.

27.2 Procedures for Layoffs. Whenever the workforce is to be reduced, the Employer will identify the duties to be eliminated or combined and, where practicable, shall give forty-five (45) days' written notice to all employees in the bargaining unit. Employees in the affected job functions shall be laid off in reverse order of seniority, except that any such employee who is qualified to perform the duties of a different position with minimal training (i.e., as would normally be given a new employee in the position), as determined by the Employer, shall have bumping rights over less senior employees in such positions.

27.3 Procedures for Recall. Whenever a position is established or re-established, qualified employees who have been laid off within the previous nine (9) months shall be notified in writing and shall be given preference for re-hire according to seniority.

ARTICLE 28

HEALTH AND SAFETY

28.1 Safe and Healthy Workplace. The Employer shall provide a safe and healthy workplace as required by law.

28.2 Protective Equipment. Protective equipment required by the Employer shall be supplied without charge to the employee.

28.3 Furnishing of Information. The Employer will furnish to the Union health and accident information which may be required by the Union in order to perform its representational duties, subject to the confidentiality requirements of state and federal law.

ARTICLE 29

PERFORMANCE EVALUATIONS

29.1 Periodic Performance Evaluations. Each employee's performance shall be evaluated annually as required by federal or state regulations or as management may deem necessary.

29.2 Criteria. Employees shall be informed of the performance criteria prior to the evaluation period.

29.3 Copy of Evaluation. A copy of the evaluation will be furnished to the employee. The completed evaluation shall be signed by both the employee and the evaluator. The employee's signature shall acknowledge receipt of the evaluation, but shall not be construed as indicating agreement or disagreement with the contents. An employee's refusal to sign the acknowledgment of receipt shall be grounds for discipline.

29.4 Conference. If requested, the supervisor or manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

29.5 Appeals. If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record. The evaluation may be appealed through the grievance procedure, except that final and binding determination shall reside with management and arbitration shall not be available.

ARTICLE 30

GRIEVANCE PROCEDURE

30.1 Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment, consistent with applicable laws, regulations, contractual obligations, operational requirements, and standards of fairness. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate supervisor.

30.2 Definition. The term "grievance" as used herein shall mean an appeal of the interpretation, application, or violation of applicable written policies, written agreements, or administrative decisions affecting the terms and conditions of employment.

30.3 General Provisions.

(a) Formal grievances shall be filed through the Union, in writing, utilizing the following procedures. However, nothing herein shall prevent an employee from taking a grievance informally to an appropriate supervisor or manager at any time, with or without the Union's involvement, provided that any adjustment shall not be in violation of this Agreement.

(b) A grievance must be initially filed within twenty-one (21) calendar days of the occurrence giving rise to the grievance (or within twenty-one (21) calendar days after the grievant became aware of the occurrence). Thereafter, when advancing from Step 1 to Step 2 or from Step 2 to Step 3, the grievant shall have ten (10) calendar days from the receipt of management's response. If a response is not received, the grievant may advance the grievance to the next step within a reasonable time.

(c) Failure to file or advance a grievance within the prescribed time limits shall constitute forfeiture. Time limits for filing or responding to grievances at any step may be extended by consent of the parties.

(d) An aggrieved employee may be represented at all stages of the grievance procedure by a Union representative.

(e) Union representatives shall be afforded reasonable opportunity to investigate and process grievances during working hours without loss of regular straight time pay, provided that permission is obtained in advance from the appropriate department head or his/her designee if time away from the job is required.

(f) There shall be no loss of pay for employees to participate in any grievance hearing or conference, either as grievants or as witnesses.

30.4 Steps.

Step 1. The grievance shall be taken first to the immediate supervisor, unless the matter is not within the supervisor's authority. The supervisor shall attempt to resolve the problem if possible and shall provide a written response within seven (7) calendar days. This step may be skipped by mutual consent.

Step 2. If the matter is not resolved at Step 1, the grievant may submit the grievance to the Director, who shall render a decision in writing within fourteen (14) calendar days thereafter. If requested, a conference will be provided prior to the Director's decision. This step may be skipped by mutual consent.

Step 3. If the matter is not resolved at Step 2, it may be appealed to the Executive Director, who shall consider the matter and render a written decision within twenty-one (21) calendar days. If a hearing is requested at this step, the Executive Director shall conduct the hearing prior to his decision.

Step 4. If the Union is not satisfied with the response to the grievance at the preceding step, demand for arbitration may be made by the Union to the Public Employment Relations Commission within thirty (30) calendar days thereafter. Unless agreed otherwise by the parties, the arbitrator shall be selected pursuant to the procedures of the Public Employment Relations Commission.

(a) Arbitration shall be limited to grievances based upon the interpretation, application, or violation of an express provision of this Agreement.

(b) The arbitrator shall not add to, subtract from, or modify the terms of this Agreement.

(c) No more than one (1) grievance or issue may be submitted to a single arbitrator unless otherwise agreed to in writing by the parties.

(d) The arbitrator shall issue an award in writing to the parties, which shall be final and binding.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Employer and the Union. Any other expenses shall be paid by the party incurring them.

ARTICLE 31

DISCIPLINE AND DISCHARGE

31.1 Just Cause. All disciplinary actions shall be for just cause. Penalties for misconduct may consist of written reprimands, suspension, demotion, or discharge. Except in serious cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature.

31.2 Violations. Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this Agreement and are not otherwise unlawful or improper. Employees must obey the Employer even if the employee believes that the order violates the terms of this Agreement, unless obeying would be illegal or would cause danger to the employee, a client, or any other person. Employees remain free to grieve any Employer directive pursuant to the provisions of this Agreement. Employees may be disciplined for incompetence, inefficiency, or failure to perform assigned duties; insubordination; inability to perform assigned duties; chronic or excessive absenteeism or lateness; conviction of a crime; conduct unbecoming a public employee; neglect of duty; misuse of public property; discrimination in regard to equal employment opportunity, including sexual harassment; and other sufficient cause.

31.3 Weingarten Rights. An employee who reasonably believes that he or she may be subject to disciplinary action in connection with any questioning by the Employer, shall be entitled, upon request, to have a Union representative present during such questioning.

ARTICLE 32

OUTSIDE EMPLOYMENT

32.1 Limitations on Outside Employment. Employment outside the Shady Lane Child Development Center shall be subject to the following restrictions;

(a) Employees shall not engage in any outside employment that would violate the Local Government Ethics Law.

(b) Employees shall not undertake any outside employment that would substantially impair their ability to perform their normal duties as employees of the Shady Lane Child Development Center.

(c) Employees shall not perform work for any other employer while simultaneously on the clock and being paid for their services as employees of the Shady Lane Child Development Center.

(d) Employees shall not perform work for any outside employer while on a medical leave of absence (including Workers' Compensation leave) if such work would be reasonably expected to have an adverse effect on the employees' recovery.

(e) Employees shall not work for any parent or guardian or any child enrolled at the Shady lane child Development Center, including performing babysitting for pay.

32.2 Reporting of Outside Employment. Employees are encouraged to report any new or prospective outside employment in order to insure against conflicts with their jobs at the Shady Lane Child Development Center. Employees shall also be required to report any outside employment of a continuing nature upon receiving annual notice of such requirement by the Employer. The information to be provided shall consist of the name and address of the outside employer(s), the nature of the job(s), and the approximate number of hours (or range of hours) that the employee anticipates working each week.

ARTICLE 33

GENERAL PROVISIONS

33.1 Severability. If any provision of this Agreement or any application of this Agreement to any employees or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

33.2 Fully-Bargained Clause. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, except as set forth herein. This Agreement shall not be modified in whole or in part by the parties except by and instrument in writing duly executed by both parties.

33.4 Term of Agreement. This Agreement shall be effective January 1, 2023, and shall continue in full force and effect through December 31, 2027. The parties shall commence negotiations on a successor Agreement pursuant to regulations of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 18th day of May, 2023.

GCIA-Shady Lane Group & Lead Teachers

5/31/23

Date

UFCW Local 360

4-27-2023

Date

Letter of Assent

The Gloucester County Improvement Authority (hereinafter, "GCIA") and the United Food & Commercial Workers Union, Local 360 (hereinafter the "Union") (collectively, the "Parties") hereby agree as follows.

1. The Parties are currently signatories to two (2) collective bargaining agreements covering the period January 1, 2023 to December 31, 2027, one covering a unit of Teachers' Aides and the second covering a unit of Group and Lead Teachers, each at the Shady Lane Child Development Center.

2. The Parties agree that the following personnel policy and procedure has been appropriately negotiated and is acceptable to each party:

Lateness:

The first three lateness offenses in any six-month period will be noted but will not result in discipline. Four lateness offenses within any six-month period will result in a written warning and five will result in a second written warning. Six lateness offenses within any six-month period will result in a one-day suspension. A seventh lateness offense in any six-month period will result in a three-day suspension, an eighth lateness offense will result in a five-day suspension. A ninth lateness offense in any six-month period will result in termination. The six-month period referred to in this section will be measured on a "rolling-backward" basis from the last offense.

3. To the extent that the GCIA makes any changes to the aforementioned policy, it will be required to negotiate any such changes with the Union to the extent that such changes are mandatorily negotiable under applicable law.

4. The Parties agree that this Letter of Assent shall be in full force and effect until modified by agreement of the Parties, or, to the extent allowed by law, by the GCIA.

IN WITNESS WHEREOF, the parties have executed this Letter of Assent with their signatures, as of this 24th day of April, 2023.