

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 153, AFL-CIO
AND
RESOURCES FOR CHILDREN WITH SPECIAL NEEDS, INC
D/B/A INCLUDENYC**



UNION INCLUDED
OPEIU 153

04/01/2023 - 03/31/2026

ARTICLE 1: RECOGNITION

The certified bargaining unit is defined as all full-time and regular part-time employees, including the following job titles: Coordinators, Associates, Bilingual Intake and Operations Coordinators, Bilingual Parent and Family Service Coordinators, Bilingual Youth Coordinators, Communications Coordinators, Communications and Policy Associates, Community and Policy Associates, Design Coordinators, Educators, Family Coordinators, Family Educators, Information Assistants, Intake Coordinators, Operations Assistants, Operations Associates, Operations Coordinators, Parent and Family Engagement Coordinators, Senior Family Educators, Youth Coordinators, Youth Educators, Early Childhood Professional Development Specialists, School Age Professional Development Specialists, School Age Resource and Referral Specialists, and Early Childhood Resource and Referral Specialists employed by the Employer at its 520 8th Avenue, New York, New York location, any New York City metro area, and all remote locations, excluding confidential employees, guards, and supervisors as defined by the National Labor Relations Act (the “Bargaining Unit” or “Employees”).

ARTICLE 2: LENGTH OF AGREEMENT

The term of this Collective Bargaining Agreement (“Agreement”) shall be three (3) years from the date by which both Resources for Children with Special Needs, Inc. d/b/a INCLUDEnyc (“Employer”) and the Union have executed or ratified the Agreement. The Parties further agree to commence bargaining for any new or successor agreement upon receipt of written notice (including email) served on the other party ninety (90) days prior to the expiration of this three-year Agreement.

ARTICLE 3: STATEMENT OF PROFESSIONALISM

Both Employees and management support the philosophy and the mission statement of Resources for Children with Special Needs (d/b/a INCLUDEnyc) and agree to:

To become familiar with and support the mission statement of INCLUDEnyc to enhance the quality of life and promote positive outcomes for children and youth, birth through age 26 with disabilities, their parents, and families throughout New York City. Employees and management should be committed to being a reliable, independent, and empowering resource for parents, caregivers, youth with disabilities, and the professionals who support them.

ARTICLE 4: STATEMENTS OF POLICY

It is understood and agreed that the Employer possesses all statutory and inherent management rights, powers, prerogatives, and authorities that it had prior to the signing of this Agreement except those specifically abridged, delegated, granted, or modified by this Agreement.

Except as specifically provided to the contrary herein, all previous agreements between the Employer and the Union and/or an Employee shall be superseded by this Agreement.

The powers in this article may not be applied in an arbitrary and/or capricious manner.

The principle of past practice shall be recognized, but only as to those practices that arise after the date the parties ratify this initial Agreement.

The rights afforded to workers pursuant to Section 7 of the National Labor Relations Act shall not be abridged by this article.

ARTICLE 5: UNION SECURITY

Section 1

The Employer agrees that all Employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the execution of this Agreement, become and remain members of the Union in good standing.

Section 2

The Employer further agrees that all Employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

Section 3

The Union hereby agrees to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any Employee arising from any action taken by the Employer in connection with the termination of an Employee pursuant to this Article.

Section 4

The Employer agrees to supply the Union, to the extent such information is within the control of the Employer, with the name, address, salary, date of hire, phone number, email address, and job classification of all Employees covered by this Agreement within thirty (30) days of the date of execution. The Employer further agrees, to the extent such information is within the control of the Employer, to supply the Union with the same information at the time a new employee to be covered by this Agreement becomes a member of the Union. Thereafter, the Union shall be notified each month of all salary changes, change of address, phone number, email address, resignations, retirements, death, promotions, transfers, demotions, dismissals, and leaves of absence.

Section 5

In the event there is a job vacancy or a need for additional Employees, the Employer agrees to notify the Union so that the Union might have an opportunity to refer one or

more of its members for consideration as an applicant. It is understood that regardless of the source of referral that the Employer at all times retains complete discretion with respect to the decision regarding whether to fill any position and if so, who shall be selected to fill such position.

Section 6

Union officers may visit the place of business during working hours for the purpose of investigating or settling disputes provided the Union officers request in advance and receive the Employer's permission and under such reasonable conditions established by the Employer. The Employer's permission shall not be unreasonably denied and should be given immediately, nor shall such conditions be such that would deny the Union officer the opportunity to perform their responsibilities.

ARTICLE 6: CHECK OFF OF DUES AND INITIATION FEES

Section 1

The Employer agrees to deduct Union dues and initiation fees from the wages of each Employee bimonthly. Dues and initiation fees will become due and payable according to the following schedule: For people hired before the 23rd day of the month, dues shall become payable the second following month.

Section 2

The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would ensure receipt of said monies at the Union office prior to the last day of the month and will make supplemental remittances thereafter of amounts deducted from salaries of Employees then on vacation. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck on any eligible Employee.

Section 3

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union.

Section 4

The Union agrees to file an initiation fee and dues deduction assignment form with the Employer prior to such deductions.

The Employer shall deduct from the wages of an Employee who submits a voluntary authorization card an amount designated by such Employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU Local 153 AFL-CIO monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donated such monies. Each month the Employer will provide a list of Employees who have remitted dues for that month.

Section 5

The Employer assumes no responsibility for the propriety of the deductions or of the application of the funds, and the Union hereby agrees to indemnify and hold the Employer harmless from any expenses or liability that shall arise out of or in connection with the Employer's actions in complying with this Article.

ARTICLE 7: NO LOCKOUT/NO STRIKE

The Employer agrees not to lockout Employees during the term of the Agreement. The Union agrees not to strike during the term of the Agreement.

ARTICLE 8: NON-DISCRIMINATION

Section 1

The Employer agrees it will not discriminate against an Employee because of the Employee's activity as a member of the Union.

Section 2

Because it is the policy of the Employer and the Union to ensure equal employment opportunity, neither party shall discriminate or engage in harassment on the basis of assumed or self-disclosed race, color, ethnicity, age, national origin, native language or dialect, immigration or citizenship status (except as required by Federal law), Indigeneity, sex (including intersex identity), gender identity, gender expression, sexual orientation (including asexuality), romantic attraction, body type or size, disability (visible or invisible, including mental health and neurodivergence) regardless of formal diagnosis, HIV status, arrest or conviction record or court involvement (except as required by law), parental status (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), sexual and other reproductive health decisions (including family planning), credit history, salary history, housing status, residential location, caregiver status, marital status, partnership(s) status, family structure, status as a survivor of domestic violence (including dating or intimate partner violence), status as a survivor of stalking and/or sexual violence, status as a survivor of any other type of violence, religion or spiritual beliefs and practice, genetic information, military status, employment status, educational background, wealth background, political affiliation or practice, drug use history, history of sex work, history of participation in other underground economies or any other characteristic as protected by law in any aspect of the employment relationship, including recruiting, hiring, promotion or demotion, transfer, layoff or other form of termination, compensation, assignments, and benefits. With regard to the Americans with Disabilities Act and other related laws, the Employer shall make accommodations for the following reasons: known physical or mental disabilities; the sincere religious beliefs of its employees; and pregnancy, childbirth, or related medical conditions.

ARTICLE 9: BULLETIN BOARD AND COMMUNICATION PLATFORMS

Section 1

A bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general union activities. The location of the bulletin board shall be by mutual agreement and in an area of high visibility to Employees.

Section 2

Employees shall have the right to use the Employer's email system and other internal-only communication platforms.

ARTICLE 10: NEW UNION MEMBER ORIENTATION

The Employer agrees that it shall distribute a copy of the Agreement to all new Employees at the Employer's New Hire Orientation and that it will also provide new Employees with the names of the Union Stewards to contact if they have any questions related to the Agreement, Union rights, and Union participation.

The Employer agrees to provide the Union Stewards with contact information of new hires in the Bargaining Unit within twenty-four (24) hours of the Employee's start date. This information shall include name, position, personal address, personal phone number, and rate of pay as well as exempt or non-exempt status.

ARTICLE 11:

NON-DISCLOSURE, NON-DISPARAGEMENT, NON-COMPETE AND MANDATORY ARBITRATION AGREEMENTS PROHIBITED

The Employer may not require Employees to sign a non-disclosure agreement, non-disparagement agreement, non-compete agreement, or an individual mandatory arbitration agreement as a condition of employment. It is understood that nothing shall prohibit the Employer from adopting a policy related to the use of confidential information and/or ownership of work product.

ARTICLE 12: UNION ACTIVITY

The Employer agrees to grant a total of five (5) unpaid working days annually to Union Stewards or other Union designees to attend union activities, e.g., union training, conventions, and conferences. It is expressly understood that these five (5) days are in total for the Bargaining Unit and that such days must be taken as full days.

ARTICLE 13: BOARD of DIRECTORS

Section 1

The Bargaining Unit shall be permitted to make a presentation to the Board of Directors ("Board") once a year at a Board meeting and time designated by the Board.

Section 2

The Board will continue to cultivate a culture of support, learning, transparency, accountability, and collaboration at INCLUDEnyc.

ARTICLE 14: SUCCESSORS

In the event the Employer shall enter into an agreement with another firm, individual, nonprofit organization, or private enterprise which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor, firm, purchaser, nonprofit organization, or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm, organization, or individual with which it seeks to make such an Agreement as aforementioned.

ARTICLE 15: HEALTH AND WELFARE

Section 1

The Employer shall offer health coverage for each full-time employee and their covered dependents. This health coverage should include options for: hospitalization, medical treatment (including mental health), doctor visits, optical, outpatient and in-patient rehab, psychiatric, physical therapy, well baby, ambulance, dental, and prescription drugs.

Section 2

For full-time Employees whose employment commenced before January 1, 2009, the Employer will pay 100% of the cost of their chosen individual coverage and 75% of the cost of their chosen coverage for their dependents; the Employees will contribute 25% of the cost of their chosen coverage for dependents. For full-time Employees whose employment commenced on or after January 1, 2009, the Employer will pay 75% and the Employee will pay 25% of the cost of the Employee's chosen individual and dependent coverage.

Section 3

Each Employee covered by this Agreement shall have at the Employer's expense, group life insurance (Employee only, maximum of \$20,000) and short-term disability

insurance (Employee only). If the current group life insurance and short-term disability insurance coverage can no longer be offered, the Employer will make a good faith effort to offer substantially similar coverage through an alternative provider. Additionally, Employees shall have the option of purchasing at their own cost the following coverage: additional life insurance, accidental death and dismemberment insurance, and long-term disability insurance.

Section 4

The Employer agrees to provide Employees with safe and healthful conditions of work. Employees will be furnished with reasonable equipment, such as masks, hand sanitizer, and first aid kits, for the protection of the health and safety of each worker. The Union agrees to give assistance and cooperation in the prevention, correction and elimination of all unhealthful and unsafe working conditions and practices. Health and safety issues and its impact on employees shall be a recurring topic for discussion at the Labor/Management Committee.

Section 5

All other optional benefits offered by the Employer upon the effective date of this Agreement, including, but not limited to, the 529 College Savings Plan and the Employee discount program, shall continue for the duration of the Agreement. If the current services can no longer be offered, the Employer will make a good faith effort to offer substantially similar services.

ARTICLE 16: EMPLOYEES ELIGIBLE FOR PUBLIC BENEFITS

Section 1

In keeping with its commitment to DEIA principles and to provide inclusive support to all Employees, including Employees with disabilities, the Employer will provide information (in accordance with Section 2 below) to Employees who are eligible for public and/or disability benefits – including, but not limited to, Supplemental Security Income and

Social Security Disability Insurance, Medicaid, and [ABLE Accounts](#)– so the Employee may make appropriate decisions regarding their eligibility for benefits.

Section 2

Upon the Employee's request, the Employee may meet with a member of Finance and Administration, the Union Steward, and a relative and/or a support person of their choosing (including "Supporters" laid out through [Supported Decision-Making](#)). The Employee, those whom they've invited, and the Finance and Administration representative will work to ensure that the Employee has access to the information needed to make appropriate decisions to maintain eligibility for benefits for which they are eligible.

At the Employee's request, a meeting with a Human Resources representative can be scheduled for the purpose of explanation of benefit options provided by the Employer. If advisement is needed, the Employer can direct the Employee to appropriate community resources (such as Independent Living Centers (ILCs), Care Coordination Organizations (CCO), OPWDD care managers, etc.).

Section 3

The Employer agrees not to unilaterally limit Employee hours or payment based on benefits eligibility. Any Employer or Employee concerns related to this matter will follow the process outlined in Section 2.

Section 4

An Employee with a disability eligible for public benefits may use their Professional Development stipend (as detailed in Article 28 of this Agreement) for coursework, training, etc., that supports their personal or professional development.

ARTICLE 17: PROTECTION OF STUDENTS AND FAMILIES

Section 1

The Employer will enforce U.S. Immigration and Customs Enforcement's (ICE) longstanding policy that it will not conduct immigration enforcement activities at sensitive locations, including Employer offices and event sites without special permission by specific federal law enforcement officials.

Section 2

Employees will adhere to the following processes and procedures if federal immigration officials request access to an Employer office, event site, a student or family member of the student, or a student's record or family information.

Immigration agents must provide written authority from ICE including, pursuant to the sensitive locations memo, documentation of prior approval by officials of the Homeland Security Investigations and Enforcement and Removal Operations divisions of ICE instructing them to enter the property and for what purpose as well as a warrant signed by a Federal or State Judge which specifies the name of the person under arrest.

Section 3

Employees shall not disclose about or record a student or a student's family member's immigration status, and shall not disclose, without parental consent (for students under eighteen (18) years of age, or of any age if without the capacity to provide informed consent), the immigration status of any student or other personally identifiable information concerning immigration related matters.

Any communication to federal agencies or officials initiated by Employees concerning confidential information about any student or student's family member, including but not limited to: information about gender identity; sexual orientation; status as a survivor of domestic violence; survivor of sexual assault; crime witness; recipient of public assistance; actual or perceived immigration or citizenship status; national origin; school

discipline record; and all information included in an individual's or household's income tax records, is prohibited, unless permission is granted by the student or student's parent or guardian (for students under eighteen (18) years of age, or of any age if without the capacity to provide informed consent).

Section 4

Employer will have "Know Your Rights" flyers and/or toolkits available to Employees at Employer offices and/or during virtual meetings in a variety of languages.

ARTICLE 18: GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

A grievance within the meaning of this Agreement shall be any disagreement between the parties relating to the interpretation or application of any provision of this Agreement. A grievance may be filed by an Employee, group of Employees, or the Union.

Section 2

Step 1. An aggrieved Employee shall file a grievance within sixty (60) calendar days of its occurrence, or from when the Union, Employee, or group of Employees had reasonable knowledge thereof. The grieving party shall be afforded an opportunity to explain any valid reasons for which a complaint is filed after sixty (60) calendar days, and the opposing party may not unreasonably deny requests for timeliness extensions. The Employee and the Union Steward shall meet with the immediate supervisor to discuss the grievance. The supervisor shall respond in writing to the grievance within five (5) business days of such meeting. In the event the grievance is not satisfactorily settled, or if the grievant is directly supervised by the Executive Director, the Union may move the grievance to Step 2 within ten (10) business days of the supervisor's written response.

Step 2. The Union Steward and grievant will discuss the grievance with the Executive Director and/or Deputy Director and/or their designee. The Executive Director and/or Deputy Director and/or their designee shall respond to the grievance in writing within ten (10) business days of such meeting. In the event the grievance is not satisfactorily settled, the Union may move the grievance to Step 4 within thirty (30) business days of the written response.

Step 3. Either party may request federal mediation at any point during the grievance process and the other party shall not reject mediation without good reason.

Step 4. The grievance may be taken to arbitration by either the Union or the Employer upon proper written notice to the other party.

Section 3

All grievances and answers to grievances as provided herein must be submitted in writing to the appropriate parties at each step in the grievance procedure.

Section 4

Grievances involving discharge or suspension shall be initiated in Step 2 above.

Section 5

If, in any of the foregoing steps, either the Union or the Employer shall fail to carry out the procedures involved, the other party may take the dispute directly to arbitration.

Section 6

Any grievance which has not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or the Employer to an arbitrator selected from this list on a rotational basis: Mark Pearce, Haydee Rosario, Richard Adelman, and Holly Weiss. The cost of the Arbitrator shall be borne equally by the parties. The arbitrator has no authority to add to, detract from, alter, amend, or modify this Agreement.

Section 7

The decision of the Arbitrator shall be final and binding upon the parties thereto.

Section 8

A Union Steward shall attend all arbitration hearings without loss of pay.

ARTICLE 19: DISCIPLINE AND DISCHARGE

Section 1

It is agreed that the Employer has the right to discharge or discipline any Employee for Just Cause provided that progressive discipline has been applied. The Employer agrees to advise the Union of any discharge or other disciplinary action and the reason for such discharge or other disciplinary action and provide a copy of any written discipline issued to an Employee.

Section 2

The Employer shall apply progressive discipline in all disciplinary action (excluding cases of theft, sexual harassment, physical violence, verbal language that creates a hostile work environment, or physical abuse or similar misconduct). Progressive discipline shall include the following steps: verbal warning, written warning, final written warning, and discharge.

Section 3

A Union Steward or Assistant Union Steward must be present during disciplinary conferences, including investigatory meetings. If a Union Steward or Assistant Union Steward is not available for disciplinary and/or investigatory conferences or meetings, the meeting will be immediately rescheduled for the following business day. In the event that a Union Steward or Assistant Union Steward is not available on the following business day, the Union Representative will be present at disciplinary and/or

investigatory conferences or meetings. Further, the Union shall receive a copy of all written discipline, as provided in Section 1, along with a copy to the Union Steward(s).

Section 4

The Employer agrees to remove all records of discipline from an Employee's file after eighteen (18) months from the date of the incident, provided there is no repeat of the same or similar behavior which caused the original notice. This section will apply retroactively to any disciplinary action submitted to the Employee's personnel file prior to the ratification of the Agreement.

ARTICLE 20: LAYOFFS AND RECALLS

Section 1

If a reduction of staff is necessary due to restructuring, program termination, funding, or other economic reasons, the Employer shall meet with the Union Representative ten (10) days in advance of a layoff to explain.

Section 2

Employer shall provide updates on the organization's overall financial health biannually and shall inform the Union about any significant and unforeseen changes in funding sources and funding levels that may result in a reduction in force (i.e., layoff). Significant unforeseen changes in funding are those changes that are outside of the normal course of opening and closing of grants for program work.

Section 3

In the event of a reduction in staff, the following factors will be considered by the Employer in determining who is selected within each job classification: (a) knowledge, ability, and qualifications to perform the required work efficiently; and (b) seniority. Seniority will be the determining factor where factor (a) is relatively equal as among the Employees involved.

Section 4

Any Employee laid off shall be placed on the recall list for a period of twelve (12) months.

Section 5

An Employee on the recall list shall be recalled if the Employer opens a position that is the same or has similar qualifications and responsibilities to the position previously held by the Employee for which the Employee is qualified. The Employer must recall laid off Employees and shall do so in the order of seniority providing, however, that such Employee has the qualifications for the position to be filled. An Employee selected for recall shall be notified by mail, telephone, or email. They must accept re-employment within five (5) business days from the date of notice and report for work within fourteen (14) business days after accepting re-employment, unless other arrangements are agreed upon between management and said Employee. Employees on the recall list shall at all times keep the Employer notified of any changes in their contact information. The Union shall be given notice of recalls prior to the recall.

Section 6

An Employee recalled and reinstated to their former position shall receive his/her former rate of pay in addition to any wage increases which were applied to his/her job classification during the period they were on the recall list.

Section 7

Upon notification of a temporary or permanent layoff, the Union and the Employer shall meet within forty-eight (48) hours to bargain over the impact of the layoff.

ARTICLE 21: SENIORITY

Section 1

Seniority shall accrue from the Employee's first day in the Bargaining Unit; however, for Employees who were hired prior to the ratification of the Agreement, seniority will accrue from date of hire. If a layoff occurs and the Employee is recalled, no service time shall be lost with the Employer except and unless the layoff is in excess of twelve (12) consecutive months. Seniority and the employment relationship shall terminate when an Employee resigns, is discharged for just cause, is absent for five (5) or more consecutive unexcused workdays, is laid off for a period of twelve (12) months or more or fails to report to work at the end of a leave of absence.

Section 2

Temporary Employees who are hired for a regular full-time or regular part-time position shall accrue seniority retroactively from the date of hire as a temporary Employee.

Section 3

All new staff members shall be considered probationary Employees for a period of ninety (90) days. The Employer reserves the right to terminate an Employee prior to completion of their probationary period. Probationary Employees are considered part of the Bargaining Unit and will be afforded the rights and privileges as outlined in this Agreement unless specifically stated herein. Probationary employees are not covered by the following Articles: Discipline and Discharge and Grievance and Arbitration.

ARTICLE 22: PROMOTIONS

Section 1

Promotion is hereby defined as a move from a lower job career level to a higher job career level. Employees may be promoted through one of two avenues: filling an internal job vacancy in a higher career level or converting the Employee's existing

position into a higher-level role (e.g., “Educator” to “Senior Educator”). Such promotion requests may be initiated by either the Employee or the Employer based on business needs. Notwithstanding the above, the decision to promote shall be at the discretion of the Employer.

Section 2

It is the intention of the Employer to fill job vacancies from within the company before hiring new Employees, providing Employees are available with the necessary qualifications to fill the vacant position. The Vacancy Process laid out in Article 26 of this Agreement shall be followed.

Section 3

It is the intention of the Employer to ensure that all Employees will have a clear path to growth and promotion in their roles. This shall include, at a minimum, as part of the Employer’s Performance Management Program a formal annual discussion between the Employee and the Employer on the timeline and benchmarks needed to successfully request a promotion. Further, consistent with the Employer’s Performance Management Program Employees shall receive a bi-annual review in order to gauge performance against their annual goals and if requested by the Employee additional quarterly meetings to discuss progress towards such goals.

ARTICLE 23: CREATION OF NEW POSITIONS

Section 1

In the event the Employer creates a new Bargaining Unit position, the parties shall meet within ten (10) business days prior to the posting to bargain over terms and conditions of employment.

Section 2

In the event there is a disagreement whether or not the position should be included in the Bargaining Unit, the parties shall meet to bargain over the position. If the Union disagrees over the final placement of the position within or outside of the Bargaining Unit, it may resort to the Grievance and Arbitration processes.

ARTICLE 24: JOB EXPANSION WITHOUT PROMOTION

Section 1

In the case that there has been a permanent expansion of an Employee's job duties without a promotion, the Employee shall meet with their supervisor and if applicable the Finance and Administration department (Human Resources) to discuss any changes to their job description, job tier, and/or salary. This meeting may be requested in writing by either the Employee, their supervisor, and/or the Finance and Administration department (Human Resources). Such meetings shall occur before any expansions are implemented or as soon as the expansion could reasonably have been known to be permanent. Any changes to salary, if applicable, shall be implemented within thirty (30) days of the written agreement that there has been a permanent job expansion.

Section 2

Union members may request and have the right to have a Union Steward or representative present during this meeting.

Section 3

Should a request for permanent job expansion without promotion be denied by the Employer, the Employee may request reclassification pursuant to Article 25: Reclassification.

ARTICLE 25: RECLASSIFICATION

Section 1

Employer will provide each Employee with a copy of their job description on file in the Finance and Administration department (Human Resources) at the time of hire and as part of every annual review process. For any Employees covered under this Agreement, a copy of their job description will be provided within ten (10) days of when the Agreement goes into effect. At any time thereafter, the Employee may request, in writing, a copy of the job description from the supervisor. If the supervisor has not provided a copy of the job description within ten (10) days, the Employee may request the copy from the Finance and Administration department (Human Resources). Job descriptions must be current and include the job grade, tier, and salary range of the position.

Section 2

If at any time a job has materially changed and/or the Employee believes they are not assigned to a proper grade and/or tier, the following Reclassification Process will be followed:

Step 1: The Employee will meet with their supervisor to discuss their concerns and request for reclassification. Employees are encouraged, but not required, to work with their supervisor to jointly proceed to Step 2.

Step 2: The Employee and/or their supervisor will put a request in writing to the Finance and Administration department (Human Resources), who will then meet with the Employee and their supervisor within ten (10) business days to discuss the reclassification request.

Step 3: The Employee shall receive a written approval or denial of their reclassification request within ten (10) business days of the meeting. Such notices shall include the nature of the reclassification and all relevant reasoning for the approval or denial.

If a reclassification request is approved, it shall be effective within thirty (30) business days of the approval.

If a reclassification request is denied, the reason shall be given to the Employee and the Union Steward. The denial of a request may be further appealed in writing to the Executive Director and/or designee. Should that case be denied, the Union reserves the right to file a grievance pursuant to this Agreement's Grievance and Arbitration processes.

Section 4

Employees may request and have the right to have a Union Steward or Union Representative present during any of the meetings in the above reclassification process.

ARTICLE 26: VACANCIES AND TRANSFERS

Section 1

Without limiting in any way its right to make staffing decisions, the Employer agrees to consider current Employees when a job vacancy occurs. It is the intention of the Employer to fill job vacancies from within the organization before hiring new Employees, provided Employees are available with the necessary qualifications to fill the vacant position. If the Bargaining Unit applicants are equal in qualifications and competency, seniority shall prevail.

Section 2

Notice of all job vacancies shall be emailed to all Employees at least five (5) business days in advance of being shared publicly. Job postings shall include job title, department, physical location, hours of work, salary, and brief description of job duties

including qualifications and necessary skills. Employees will be permitted to file a grievance against any unfair or discriminatory final selections.

Section 3

The Employer shall have the right to temporarily transfer an Employee or have an Employee temporarily take on the majority of another Employee's job duties in addition to their own, irrespective of their seniority status or current job classification, to cover for Employees who are absent. An Employee temporarily taking on another Employee's job duties, at the request of a supervisor or department manager, for a period of ten consecutive business days or longer shall receive either the absent Employee's salary or a ten (10) percent increase to their salary, whichever is greater, for the temporary period only.

Section 4

An Employee may apply and receive transfer to a position in the same job classification or equal thereto in salary. Any Employee so transferred shall receive the same salary as their original position.

ARTICLE 27: TECHNOLOGICAL CHANGE

In the event of proposed technological changes such as the introduction of new systems or software, the Employer agrees to bargain impact on the Employees with the Union Representative and the Parties shall make their best effort to meet before the changes are made. The Employer agrees to provide sufficient and reasonable training to the incumbents of affected positions so that they may be able to perform the work associated with the new technology. In the event that an Employee, after such training, guidance, and use of technology, is unable to adequately perform the new duties, the Union and Employer will use their best efforts to find the Employee another position if

available, or alternative technology if available, prior to taking further employment action.

ARTICLE 28: PROFESSIONAL DEVELOPMENT

Section 1

The Employer shall allocate up to two hundred and fifty dollars (\$250) per Employee per fiscal year that may be used for professional development.

Professional development requests can include in-person or online conferences, workshops, classes, and other professional or educational opportunities, including but not limited to tuition, textbooks, and coursework materials, related to an Employee's position with the Employer.

An Employee becomes eligible to request professional development after being employed by Employer for ninety (90) days. All requests for professional development must follow the Employer's guidelines for such requests and be pre-approved by the Employee's supervisor and Human Resources. Requests for professional development exceeding two hundred and fifty dollars (\$250) may be considered and will require additional approvals. Employee requests for professional development will not be unreasonably delayed or denied.

Section 2

Upon mutual agreement between the Employee and the Employer, the Employee's standard work hours may be adjusted to allow for participation in approved professional development (in person or online).

Upon mutual agreement between the Employee and the Employer, the Employee's standard work hours may also be adjusted to allow for participation in educational

coursework directly related to job role and responsibilities such as, but not limited to, non-profit studies, disability studies, or education studies.

ARTICLE 29: ANNUAL MANAGERIAL REVIEW

Section 1

All unit members will have the opportunity to review their direct supervisor, department director, and executive director annually as part of the organization's performance management process and in accordance with Section 2 below.

Section 2

Within three (3) months of ratification, the Labor/Management Committee will meet to discuss the format of the review that will serve as an anonymous review of management and Executive Director performance. The final format and content of the review will be at the discretion of management and will be a component of the overall performance management framework in use by the Employer.

Section 3

For the purpose of organizational improvement and strengthening DEIA principles (as defined in Article 30 of this Agreement), the aggregated results will be reviewed by the manager's direct supervisor and the Executive Director, as appropriate, to inform trainings and further professionally develop supervisors.

ARTICLE 30: DIVERSITY, EQUITY, INCLUSION, AND ACCESSIBILITY

Section 1

The Employer and the Union are jointly committed to Employer's organizational Diversity, Equity, Inclusion, and Accessibility (DEIA) priorities, and aim to promote and integrate a DEIA perspective throughout all aspects of work and this Agreement.

Section 2

The Employer and Union reaffirm the organizational priorities to:

1. Recruit, support, and advance diverse candidates for consideration for positions at all levels of the organization, including leadership positions in accordance with applicable laws.
2. Continue to build a working understanding among staff and Board of DEIA principles, such as the intersecting experiences of minoritized people, and how implicit and explicit biases and structural oppressions influence attitudes, behaviors, and work environments.
3. Commit to continuing to use an equity lens to move Employer towards becoming an inclusive, diverse organization, including, but not limited to, the categories covered in the Non-Discrimination article of this Agreement.
4. Continue to cultivate a culture of support, learning, transparency, accountability, and collaboration.

Section 3

This Article articulates a list of joint Employer and Union goals and priorities. Employer is committed to effectuating these goals as expeditiously as possible. However, given the ongoing nature of this work, the parties agree that this provision is not subject to the Agreement's Grievance or Arbitration provisions.

Section 4

The work of advancing human rights is inherent in Employer's mission and inextricably connected to the practices of diversity, equity, inclusion, and accessibility. All Employees are expected to apply a DEIA lens to their work and to participate in DEIA-focused work at the direction of Employer. All such DEIA work that the Employer requires Employees to perform shall be treated the same as all other job-related work.

ARTICLE 31: LABOR/MANAGEMENT COMMITTEE

Section 1

The Employer and the Union agree to establish a Labor/Management Committee to discuss issues of mutual concern and prepare proposals the Committee determines to submit to the Employer. The Committee shall be composed of an equal number of representatives of the Union/Bargaining Unit and the Employer. The Committee will meet at least quarterly during the duration of the contract. The Parties may, subject to mutual agreement, hold additional ad hoc meetings as necessary.

Section 2

The Union and the Employer shall each designate up to three (3) members to represent them on the Labor/Management Committee. Such meetings shall be held within a reasonable time after the request. The creation of the Committee and its consideration of issues shall not limit the right of the Parties to resolve disputes pursuant to the grievance and arbitration provisions of the Agreement, nor will it replace the collective bargaining process.

Section 3

The Labor-Management Committee will seek to identify and resolve issues of mutual concern to the Employer and the bargaining unit. The Labor-Management Committee is not intended to replace regular interactions and communication between employees

and their supervisors. The Labor-Management Committee is not intended to replace the Grievance and Arbitration Process.

ARTICLE 32: SUBCOMMITTEE FOR DISABILITY ACCOMMODATIONS PROTOCOL

Upon ratification of this Agreement, the parties shall meet as a subcommittee of the Labor/Management Committee within sixty (60) days to help develop protocols regarding Disability Accommodations. The parties shall work collaboratively to reach an agreement no later than sixty days (60) after the initial meeting.

ARTICLE 33: HEALTHCARE POLICY REVIEW

At least sixty (60) days before the next renewal of the Employer healthcare policy, the Labor/Management Committee shall study alternative healthcare coverage and cost options. The Labor/Management Committee will advise on a plan, including vision, dental, and mental health coverage. At regular intervals thereafter, the Labor/Management Committee shall consider whether the current healthcare plan is meeting the continuing needs of employees and provide recommendations on whether to keep the current plan or to seek another.

ARTICLE 34: SALARIES

Section 1: Levels

An Employee's salary level will be determined according to their title, as established in the Employer's Human Resources system.

Salary Level	Title
Support	Assistant
Professional 1	Coordinator
Professional 2	Associate, Educator
Professional 3	Senior Educator

Section 2: Minimum Salary

As of the stated Effective Date of this Agreement, the minimum salaries for Bargaining Unit classifications shall be no lower than the below specified values for "Agreement Year 1". All Employees shall be paid semi-monthly.

Salary Level	Agreement Year 1	Minimum Year 2 (+2,500)	Minimum Year 3 (+2,500)
Support	\$45,000	\$47,500	\$50,000
Professional 1	\$55,000	\$57,500	\$60,000
Professional 2	\$65,000	\$67,500	\$70,000
Professional 3	\$75,000	\$77,500	\$80,000

Hourly Employees' wages will be calculated using the minimum salary figure, assuming 40 hours worked each week, over 52 weeks annually.

Section 3: Bilingual Job Requirements and Salary Premium

Employees who are required to regularly perform bilingual job duties, as part of their job description or as the result of a new initiative or strategic programmatic need will have a one-time \$2,500 premium added to their minimum salary ("Bilingual Salary Premium").

Bargaining Unit Employees employed prior to ratification of this Agreement will have their base salary adjusted according to the new minimum salaries plus the Bilingual Salary Premium, if applicable.

Section 4: Longevity Bonus

As of the stated Effective Date of this Agreement, all Employees will receive a one-time \$1,000 longevity bonus on their fifth year of employment with Employer, and a one-time \$1,000 bonus on each subsequent five-year anniversary of employment, provided, however, that on the Effective Date of this Agreement, Employees will receive credit for their actual employment longevity and receive a one-time bonus reflecting each five-year period of prior employment with Employer (e.g., an Employee with fifteen (15) years of employment with Employer will receive a \$3,000 longevity bonus within thirty (30) days of ratification of this Agreement).

Section 5: Cost of Living Adjustment (COLA)

All Employees will receive a Cost-of-Living Adjustment (COLA) on the anniversary of their date of hire. For the first year of the Agreement term, a 4% COLA will be applied to each Employee's salary upon the anniversary of their original hire date. For the second year of the Agreement term, the applied COLA will be 4.5% and for the third year of the Agreement term the applied COLA will be 5%.

Section 6: Maintenance of Standards

No clause in this Agreement shall be understood to imply any lowering of Bargaining Unit working conditions. No Employee shall, as a result of the execution of this Agreement, suffer the loss of any benefit or reduction of labor standards.

These wages/salaries reflect Employer's commitment to providing equitable and fair compensation and a respectable living wage necessary to live in NYC and the surrounding area, beginning with a \$45,000 starting wage in year one (1) of the Agreement. These salaries reflect the minimum knowledge, skills, and experience

required for the respective roles at Employer that contribute to meeting the organization's mission.

ARTICLE 35: WORK SCHEDULE

Section 1

A workday shall consist of eight (8) hours worked between 8:00 a.m. and 6:00 p.m. EST, including one (1) hour duty-free paid lunch. Forty (40) hours shall constitute a work week.

Evening and weekend work may be required on occasion. Employees may make a request to their supervisor to adjust their work hours as needed.

Section 2

All work performed in excess of forty (40) hours per week shall be paid at the rate of time-and-one-half the regular rate of pay for non-exempt Employees. All monies due for time-and-one-half shall be paid at the same time the regular wages are paid for the week when the overtime is performed.

Exempt Employees are eligible for flex time if their work week exceeds forty (40) hours or if evening or weekend work is required, including voluntary outreach events. Flex time must be taken within thirty (30) days from when it is earned. Flex time may be taken at any time during the workday with the prior written approval of the Employee's supervisor. The Employee shall make their flex time request with a minimum of twenty-four (24) hours' notice. Such approval shall not be unreasonably withheld or delayed.

If an Employee's commute time to a field location is more than one (1) hour, the Employee shall be permitted to adjust their work schedule with prior approval from their supervisor. Such approval shall not be unreasonably withheld or delayed.

Section 3

Holidays and paid time off shall be considered time worked for purposes of overtime compensation for non-exempt Employees.

Section 4

The Employer agrees that if an Employee's workday extends three (3) or more hours beyond their regular work schedule per the Employee's supervisor's request, the Employee will be reimbursed for a meal allowance of up to twenty-five (\$25.00) dollars. Reimbursement will be provided upon the submission of appropriate receipts as per the Employer's expense policies.

Section 5

The Employer agrees that if an Employee's standard workday (as stated in Section 1) extends past seven p.m (7:00 p.m.) per the Employee's supervisor's request, the Employee will be reimbursed for transportation home as per the Employer's expense policies.

Section 6

All non-exempt Employees covered by this Agreement are entitled to two (2) paid break periods of fifteen (15) minutes per eight-hour workday.

ARTICLE 36: SUMMER HOURS

Section 1

Employer will close its offices at 1:00 p.m. EST the Friday prior to Memorial Day. All Employees who work until the 1:00 p.m. closing shall be paid based on their regular workday. Employer will have Summer Hours in place beginning the Friday prior to July 4th/Independence Day through the Friday prior to Labor Day each year. Summer hours will consist of four eight-hour workdays worked Monday through Thursday, between the hours of 8:00 a.m. and 6:00 p.m. EST, including one (1) hour paid lunch, and one four-

hour workday worked Friday, between 8:00 a.m. and 2:00 p.m. EST (“Summer Fridays”). Employees shall not be required to use PTO, sick time, or flex time for the Summer Friday hours. Four hours of PTO will be used for a full Summer Friday off.

For Fridays in June, Employees will have the option of utilizing up to four hours of flex time, between 1:00 p.m. and 6:00 p.m. EST (per the flex time policy in the Work Schedule article). An Employee should consult with their supervisor prior to any work schedule changes.

Section 2

Non-exempt Employees shall be paid for their regular workday for Summer Fridays.

ARTICLE 37: SICK TIME

Section 1

Sick time available under this section is intended and shall be applied to satisfy any applicable federal, state, or local law mandating paid or unpaid sick time, and it may be used for illness, medical appointments, or any other purpose prescribed by such laws.

Section 2

All regular, full-time Employees will accrue twelve (12) sick days per calendar year (pro-rata for part-time Employees). Any unused sick time at the end of the calendar year shall roll over to the next calendar year. At no time may an Employee use more than twenty (20) days of paid sick time in a calendar year.

If an Employee has been, or is planning to be, on sick leave for five or more consecutive days, the Employer has the right to request a doctor’s note or return-to-work documentation.

Section 3

Upon notification of eligibility by Human Resources, an Employee must apply, with the Employer's good faith assistance, for short-term disability insurance benefits. If an Employee fails to do so they will not be eligible for the waiting period payment in Section 4.

Section 4

In the event that an Employee is approved for short-term disability, the Employer will pay the Employee's salary, excluding paid time off and paid sick leave, during the waiting period until the Disability pay period commences.

ARTICLE 38: PAID TIME OFF ("PTO")

Section 1

Employees who have been employed for up to three (3) years shall be entitled to twenty (20) days, (160) hours of paid time off ("PTO") according to the anniversary date of hire (pro rata for part-time Employees).

Beginning in the calendar year following the Employee's third year of employment according to the anniversary date of hire, the Employee will be entitled to twenty-five (25) days, (200) hours of PTO (pro rata for part-time Employees).

All Employees may cash out up to five (5) days of unused PTO at the end of the calendar year. Alternatively, up to five (5) days of PTO may roll over from one calendar year to the next. The five (5) days of PTO that roll into the next calendar year must be taken before Labor Day each year. PTO requests of ten (10) consecutive business days or longer require approval by the Employee's supervisor, department head and Human Resources. An Employee's PTO request shall not be unreasonably denied or delayed.

In the event that a holiday named in this Agreement falls during an Employee's PTO period, that day will not be charged against the Employee's PTO.

Section 2

When scheduling PTO, an Employee should give as much advance notice as possible. Management must respond to a PTO submission within five (5) business days, either approving the PTO schedule (in the Employer's Human Resources platform or other relevant electronic payroll/attendance system) or further discussing the PTO schedule with the Employee. Approval of PTO requests will be at the sole discretion of the supervisor and/or Human Resources, considering the Employee's available PTO balance, advance notice given, and the staffing needs of Employer. An Employee's PTO request will not be unreasonably denied. PTO may be scheduled for periods of a minimum of one half (.5) of an hour.

PTO days will be accrued but may not be taken by Employees until they have been employed by Employer for ninety (90) days. Human Resources may, in its sole discretion, approve exceptions to this rule.

Section 3

An Employee terminating employment for any reason other than just cause shall be paid all unused, accrued PTO up to the date of termination. In the event of termination by reason of the Employee's death, said payment shall be made to the Employee's estate.

ARTICLE 39: REMOTE WORK

Section 1

Employees may request a fully Remote Work Agreement, given that this is permitted under relevant contracts and does not adversely affect department tasks. Remote work requests will be decided upon collaboratively between the supervisor, the Employee and Human Resources. If an Employee's request to work fully remotely is granted, a Remote Work Agreement will be put in place. The language of the Remote Work

Agreement will be worked on collaboratively with the Labor/Management Committee within sixty (60) business days of the ratification of the Agreement. A remote work request by an Employee shall not be unreasonably denied.

Employees shall have the right to create a flexible Hybrid Work Agreement different from the Employer's hybrid work plan if it does not impede regular workflow or adversely affect department tasks. An Employee's modified Hybrid Work Plan will be decided upon collaboratively between the supervisor, the Employee, and Human Resources. The Employee is expected to be present for in-person meetings, workshops, and in-person events both in office and other locations. If an Employee's request for a modified hybrid work plan is granted, a Hybrid Work Agreement will be put in place. The language of the Hybrid Work Agreement will be worked on collaboratively with the Labor/Management Committee within sixty (60) business days of the ratification of the Agreement. A modified Hybrid Work Plan request by an Employee shall not be unreasonably denied.

Section 2

The Employer agrees to provide Employees office supplies, including but not limited to pens, paper, folders, sticky notes, notebooks, paper clips, staples, staplers, and other equipment or supplies deemed necessary to effectively perform job responsibilities remotely. All purchase requests must be sent to the Finance and Administration department as per the Employer's expense policies.

Section 3

The Employer agrees to pay for any software required on work devices.

Section 4

In case of internet connectivity interruption Employees shall endeavor to communicate with their supervisor as close to the event as possible. The supervisor and the Employee will meet as soon after the interruption as possible and no later than the following business day. Both parties will discuss how workflow or schedules can be

adjusted to complete tasks or projects that may have been affected due to internet interruption. The meeting can take place virtually or in-person as parties agree. The supervisor shall work collaboratively with the Employee to ensure any delays in tasks are managed during work hours. If the Employee's work schedule cannot be adjusted to address the delayed work and an Employee must work outside of their regular work hours, then they shall receive the requisite overtime pay if a non-exempt Employee or flex time if an exempt Employee.

Section 5

Employees can take up to four work weeks each calendar year to work remotely from locations outside of New York City and within the United States with prior written approval from their supervisor and Human Resources (such approval not to be unreasonably withheld or delayed). Remote work requests should be made at least one (1) month in advance. If the four work weeks are taken consecutively, then a temporary Remote Work Agreement may be put in place.

ARTICLE 40: HOLIDAYS

Section 1

All full-time and regular part-time Employees shall receive the following holidays with pay:

New Year's Day

Martin Luther King, Jr. Day

Presidents' Day

Memorial Day

Juneteenth

July 4th (Independence Day)

Labor Day

Election Day

Veterans' Day

Indigenous Peoples' Day

Thanksgiving

Day after Thanksgiving

Christmas Day

The week between Christmas Day and New Year's Day

Three floating holidays

Holidays falling on a Saturday or Sunday shall be observed on the date the state or federal government recognizes the holiday.

Employees will request to use Floating Holidays consistent with Employer's policies for requesting time off. Requests shall not be unreasonably denied.

Section 2

If the Employer makes a written request for a non-exempt Employee to work on any of the above holidays, such requested work shall be compensated at twice the regular rate of pay.

If the Employer makes a written request for an exempt Employee to work on any of the above holidays, the exempt Employee shall be able to flex such requested time.

Any Employee required to work on a holiday shall be notified no less than two (2) weeks in advance.

Section 3

For non-exempt Employees, if any of the above holidays fall on a regular workday and Employees are not required to work, such a holiday shall be considered as a day worked for purposes of computing overtime.

Section 4

All regular full and part-time Employees shall be paid for the above holidays whether or not they are scheduled to work. Part-time Employees will be paid for those hours that would have been regularly scheduled that day.

Section 5

If Employer chooses to give PTO on the business day before a holiday or at any other time, it should notify Employees within a reasonable time.

Section 6

The office shall close at 1:00 p.m. local time (EST) on the day preceding the Thanksgiving holiday.

Section 7

If additional time for religious observance is needed beyond the three floating holidays, an Employee may use PTO or earned flex time if within the thirty-day allotted time frame to use such flex time.

ARTICLE 41: EXTREME WEATHER CONDITIONS AND SNOW DAYS

The Employer will follow the decision of the New York City Department of Education (“NYCDOE”) with respect to determinations related to extreme weather conditions and/or snow days. When the office is deemed closed due to extreme weather conditions and/or snow days, all Employees will convert to remote work if they were originally scheduled for field or in office work. If an Employee is unable to work from home due to a lack of electric power and/or internet connection, the Employee shall notify their supervisor of this circumstance. The Employee will communicate with their supervisor throughout the day regarding access to internet connection. The Employee and supervisor shall follow the policy and protocol outlined in the “Remote Work” section to address delayed tasks due to power outages or other unforeseen circumstances. If the NYCDOE remains open and an Employee chooses to remain home, the day will be deducted from their PTO.

ARTICLE 42: PARENTAL LEAVE

Section 1

Parental Leave will be granted to all represented/eligible Employees, regardless of gender, in the event of birth, adoption, or placement of a child for a scheduled period of at least six months with the Employee. An Employee shall be permitted to take parental leave up to four (4) weeks at full pay through the Employer. Up to an additional twelve (12) weeks of leave can be taken through New York State Paid Family Leave (NYS PFL). This leave, and its terms, are subject to New York State laws and regulations. The Employee is responsible for submission of all claims and any required

documentation. Employees shall be granted additional parental leave of up to twelve (12) weeks without pay. Paid and unpaid parental leave need not be taken consecutively. The scheduling of such leave must be mutually agreed upon by the Employee and their supervisor and approved by Human Resources. All parental leave must be taken within one (1) year of the birth, adoption, or placement of a child for a scheduled period of at least six months with the Employee.

Section 2

Physical inability to work due to pregnancy prior to the birth of a child shall be considered the same as inability to work due to any other physical disability. Inability to work due to pregnancy will not be deducted from the sixteen (16) weeks of paid parental leave. Leave required due to a pregnancy-related inability to work may be covered through Short-Term Disability Insurance and/or accrued and unused sick time. The Employee will also have the option to take any combination of accrued sick leave, accrued PTO, and/or leave without pay if unable to work prior to the child's birth. Such requests must be preapproved by the Employee's supervisor and Human Resources and may require a doctor's note or related documentation.

Section 3

Employees shall be guaranteed the return to their full-time jobs, or a substantially similar position, held at the time of taking leave, at the same rate of pay received at the time of taking parental leave, plus any cost-of-living increase the Employee becomes eligible for during the time of the leave. Any changes to the Employee's job description must be communicated thirty (30) days prior to the Employee's return.

The company will maintain all benefits for Employees during the paid parental leave period just as if they were taking any other company paid leave such as PTO or paid sick leave, subject to the policies of Employer's insurance providers and/or New York State laws and regulations (for NYSPFL).

Section 4

The Employer will take reasonable measures to help Employees who are returning to work after parental leave by considering requests for flexible hours and/or remote work alternatives if so requested by the Employee. Employees shall have the right to request a remote work or flexible hybrid work schedule pursuant to the Remote Work Policy.

Section 5

The Employee will provide their supervisor and the Human Resources department with notice of the request for leave at least sixty (60) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The Employee must complete the necessary forms and provide all documentation as required by the Human Resources department to substantiate the request.

ARTICLE 43: BEREAVEMENT LEAVE

Employees shall receive up to five (5) days off without loss of pay per annum in the event of the death of the Employee's spouse, domestic partner, child, stepchild, parent, stepparent, parent-in-law, child-in-law, sibling, stepsibling, parents' sibling, grandparent, grandchild, spouse's grandparent, spouse's grandchild, or any individual related to the Employee by blood or affinity whose close association with the Employee is equivalent to the enumerated family relationships.

For any other loss, PTO or unpaid leave can be utilized. PTO may also be used to supplement bereavement leave.

If an Employee requires additional bereavement leave in the same calendar year, special approval from the Employee's direct supervisor or department head and Human Resources is required. Such approval shall not be unreasonably denied.

ARTICLE 44: JURY DUTY

Employees shall be compensated for the amount of time that they are at jury duty at the rate of their regular pay.

ARTICLE 45: MILITARY LEAVE AND NATIONAL DEFENSE LEAVE

The Employer will provide Employees unpaid military leave and reemployment rights as prescribed by the Uniformed Services Employment and Reemployment Rights Act (USERRA). An Employee will retain and accrue seniority under this Agreement while on USERRA protected military leave. The Employer will grant an Employee's request for unpaid leave of absence of two (2) weeks' duration per (military) calendar year for Employees serving as members of recognized Reserve or National Guard Units.

ARTICLE 46: RETIREMENT PLAN

Section 1

Employees will be eligible to enroll in the retirement plan offered by Employer upon their date of hire with the Employer.

The Employer will match each participating Employee's contribution up to 3% of the participating Employee's salary in years one (1) and two (2) of the Agreement, and up to 3.5% in year three (3) of the Agreement.

In years two and three of the Agreement, for Employees that do not participate in the Plan, the Employer will contribute 1% of the Employee's base salary, provided the Employee has been employed by Employer for at least one (1) year.

Section 2

The Employer contribution will immediately be vested.

Section 3

At the time this Agreement was ratified, the Plan Provider provides access to a financial advisor for Employees that participate in the Plan. Should the Plan Provider cease access to a financial advisor, the parties agree the subject will be discussed at the Labor/Management Committee.

ARTICLE 47: SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Further, the Parties agree to immediately enter into negotiations regarding the effect of such nullifications.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this first day of April, 2023.

Office & Professional Employees International Union, Local 153, AFL-CIO

By:



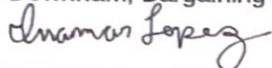
David Hamer-Hodges

Union INCLUDED

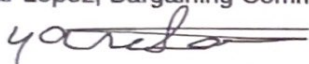
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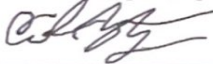
Maggie Downham, Bargaining Committee



Issamar Lopez, Bargaining Committee



Yanilsa Diaz, Bargaining Committee



Colin Montgomery, Salary Subcommittee



Robert Carabay, Salary Subcommittee

Resources for Children with Special Needs, Inc. D/B/A INCLUDEnyc

By:



Cheryelle Cruickshank, Executive Director