

COLLECTIVE BARGAINING AGREEMENT

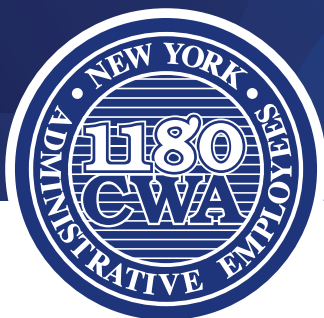
BETWEEN

CWA Local 1180

&

Books & Rattles, Inc./

Green Educational Services Inc.



JULY 1, 2022 - JUNE 30, 2025

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This Agreement is made and entered into by and between Books & Rattles, Inc./Green Educational Services Inc. (hereinafter referred as "Company" or "Employer) and Communications Workers of America, on behalf of itself and Local 1180 ("Union").

Whereas, the parties have engaged in collective bargaining for the purpose of developing a general agreement on wages, hours of work, and other conditions of employment;

Now, Therefore, in consideration of the mutual agreements contained herein, the Company and the Union agree as follows and obligate themselves to comply in good faith with all the provisions of this Agreement with respect to the employees of the Company recognized as being represented by the Union.

ARTICLE 1

RECOGNITION

- 1.1 The Company recognizes the Union recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment on behalf of all employees in the bargaining unit set forth in Section 1.02, below, pursuant to the NLRB certification 29-RC-011584.
- 1.2 The bargaining unit covered by this Agreement shall consist of:
 - A. INCLUDED: All full-time and regular part-time teachers, psychologists, occupational, physical and speech therapists, teachers' assistants, teacher aides, non-confidential and non-managerial employees, maintenance employees, dietary employees and drivers directly employed by the Employer at its facilities currently located at 63-08 69th Place, Middle Village, New York (Books and Rattles Preschool); at 75-02 51st Ave., Elmhurst, New York (Peek-A-Boo); at 86-28 Francis Blvd., Holliswood, New York (Learning Tree).
 - B. EXCLUDED: All confidential and managerial employees, office assistants, family assistants, administrative employees and supervisory employees, independent contractors, guards and supervisors as defined in Section 2(11) of the Act.

ARTICLE 2

UNION MEMBERSHIP & PAYMENT OF DUES

2.1 Membership

- A. All current employees who are members of the Union on the effective date of this agreement shall remain members in good standing by the payment of their regular dues as a condition of employment. The Employer and the Union agree that as a condition of employment, all current and new employees within the scope of the bargaining unit shall become members of the Union or Agency Fee payers to the Union within thirty (30) days following the effective date of this Agreement or within thirty (30) days of hire.
- B. All employees who become members of the Union shall remain members during the life of the Agreement. All employees who become Agency Fee payers to the Union shall continue to pay said service fees to the Union during the life of this agreement or elect to become Union members in good standing.
- C. Upon receiving a signed statement from the union indicating that an employee has failed to comply with the conditions of Article 2, said employee shall be terminated within thirty (30) working days after receipt of notification.
- D. The Union agrees to indemnify and hold harmless the Employer in connection with any grievances, charges, complaints, claims, or lawsuits that may arise in connection with action taken by the Employer at the request of the Union pursuant to the terms of this Article.

2.2 Payment of Dues

- A. Upon an employee's voluntary and written assignment, all dues for union membership and Agency Fee

assessments, as prescribed in the constitution and bylaws of the Union, shall be deducted, in equal amounts, as certified by the Secretary – Treasurer of the Union, from each payroll check of each member and remitted to the Union. Such membership dues and service fees shall be deducted from the employees' earnings in accordance with the Union schedule of rates. These deductions will be made during the term of the Collective Bargaining Agreement and thereafter unless and until CWA is no longer the collective bargaining representative for the unit employees.

- B. The Union, shall inform to the Employer, of any change in the dues amounts or scheduled with at least thirty (30) days' notice. Notification of such amendment must be made in writing to the Employer thirty (30) days prior to the payroll date nearest to the effective date of the dues change, signed by the Secretary–Treasurer of the Union.
- C. The permission to retain the dues or agency fees shall be granted through the signing of authorization cards on a form approved by the Union.
- D. The Company also agrees to electronically or by check, remit the amount so deducted to the designated representative of the Union on a monthly basis, not later than the end of the month following the month in which the deductions were made, and to furnish the Union a list of employees in the bargaining unit, including their name, title, classification, date of birth, seniority date, rate of pay, home address, personal email address and phone, status (whether on a leave of absence or active), amount of dues deducted (if any), and a unique identifier, such as payroll number.
- E. The Union shall indemnify the Employer against any and all claims or other forms of liability that may arise from such authorization or from deduction of dues or service fees.

ARTICLE 3

DISCIPLINE AND NON-DISCRIMINATION

- 3.1 The Employer shall follow the progressive discipline policy described below for all common workplace violations. For other violations, including but not limited to, gross negligence, gross insubordination, failure to report to work for more than three (3) consecutive days, theft, use of alcohol or controlled substance while on duty, and intentional acts designed to hurt the business of the Employer, the Employer shall not be required to follow the referenced progressive discipline policy and shall be permitted to discharge an employee for just cause.
- 3.2 Schedule of Progressive Discipline:
 - A. First offence: Oral written warning
 - B. Second offence: First written warning
 - C. Third offence: Suspension
 - D. Fourth offence: Discharge
- 3.3 The principles of "Progressive Discipline" as applicable to employees in the bargaining unit, will be apply for violations of Employer rules and policies such as issues of skill, ability, performance, attendance or other such violations which do not present an immediate threat to the organization or the lives or welfare of others. The Union may file a grievance at any stage in this process.
- 3.4 The Union recognizes the Employer's right to immediately discipline, up to including termination of employment, of any employee for serious "just cause" infractions of Employer rules or government regulations which threaten the existence of the organization or the lives or welfare of the children under care, other employees, managers or visitors. The Union retains the right to utilize the Grievance Procedure to challenge the factual validity of alleged "just cause" violations.

- 3.5 The Union shall be provided legible prompt written notice of all disciplinary actions or warnings taken by the Employer.
- 3.6 Disciplinary action will be considered inoperative for purposes of progressive discipline under this Article after a period of twelve (12) months, provided no other disciplinary action has taken place during that period.
- 3.7 Neither the Employer nor the Union shall discriminate against any employee' based actual or perceived race, color, creed, religion, class, age, sex, gender, gender identity, gender expression, sexual orientation, partnership status, pregnancy status, marital status, familial status, national origin, ancestry, immigration and citizenship status, affiliations, refugee status, asylum seeking status, statelessness, veteran status, military status, disability, genetic predisposition, or genetic information, domestic violence victim status, or any other classification protected by applicable federal, state, or local law.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Union recognizes the exclusive right of the Employer to determine its operating policies and manage the Company and its operations in light of its experience, business judgment and changing conditions. It is understood and agreed that all rights, powers or authority possessed by the Employer before the signing of this Agreement, whether exercised or not, shall be retained by the Company.
- 4.2 Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole and exclusive right to manage its business. The Employer's rights include, inter alia, the right to transfer, assign,

layoff and otherwise direct the workforce; to evaluate and determine qualifications of and selection of employees for hire and promotion; to determine the necessary staffing levels for jobs, classes and school facilities; to open, close or relocate a facility or a class; to introduce a change in methods of operation which may produce a change in job duties and/or a reduction in personnel; to subcontract and the right to carry out the ordinary and customary functions of management; to discipline, suspend or discharge employees for just cause, which shall include, inter alia, theft, dishonesty, insubordination, violation of the Company's Teacher's Manual and personnel Policy Handbook, violation of any rules or regulations of the State of New York, the Department of Health, or the federal government as they relate to teachers, teachers' assistants, students, schools and classroom conduct, drinking of alcoholic beverages or unauthorized use of drugs or controlled substances, fighting or altercations with management and/or fellow employees, misusing or providing to any party other than the Company's management, all or part of lists of students or lists of parents of the school or lists of students or lists of parents in any, state or federal programs, such as the 4410 Program, discussing confidential information concerning a child or their family; willful destruction or misuse of the property of the Employer; professional negligence or mistreatment of a child, a parent or a client; falsification of records including job application documents. The above rights of the Employer are not all-inclusive, but are examples of the types of matters or rights which belong to the Employer. The Employer, upon request of the Union, agrees to meet with the Union's representatives to discuss meaningful changes in the Company's policies. However, nothing contained herein will require the Company to change the Company's policies.

ARTICLE 5

UNION RIGHTS

- 5.1 The Employer shall designate a Bulletin Board in the buildings of Books & Rattles, The Learning Tree, and Peek-A-Boo for the posting of Union notices.
- 5.2 The Union shall designate a Shop Steward and Deputy Shop Steward at each of the three worksites for the purpose of conducting routine Union business. The shop stewards shall be allowed reasonable time during working hours to conduct necessary Union business as long as it does not interfere with the Shop Steward's duties or with the business of the Employer.
- 5.3 Upon twenty-four (24) hours or one (1) business day written notice to the Executive Director and Human Resources, a duly authorized representative of the Union shall be permitted reasonable access to the employment premises during working hours for the purposes of ascertaining compliance with this Agreement, investigating grievances or conducting other Union business.
- 5.4 In each September, or more frequently if requested by the Union, the Employer shall supply the Union with a seniority list of all employees, including their dates of hire, job classification and rate of pay. Upon hiring a new employee, HR shall provide the union with the rate of pay and contact information for the new hire.
- 5.5 Nothing will prevent a supervisor or manager from questioning an employee at the scene of an incident. No employee shall be requested to sign a statement to be used in a disciplinary proceeding against the employee without being advised of his/her right to Union representation.

- 5.6 Management will immediately give the union notice of any changes needed in staff schedules. Notification of a schedule change not agreed to by an employee should be given to the staff member and the union at least one (1) week in advance.
- 5.7 Management is committed to providing the staff and children a safe, clean workplace, operating in compliance with all government rules and regulations, no employee shall be assigned work that is illegal or unsafe.
- 5.8 Management shall provide a designated HR Representative at least once a month in each location. Employees shall have the opportunity to schedule an HR appointment as needed.
- 5.9 Staff shall be reimbursed for pre-approved school supplies, upon submission of receipts.
- 5.10 Matters covered by the Employer's policies, procedures and/or handbook are incorporated into this agreement to the extent they do not contradict the provision of this Agreement. In the event any contradiction, this Agreement will control. The Employer has the right to change and amend the provisions of their policies, procedures and/or handbooks, provided that the (a) the level of benefits is not materially reduced during the life of this Agreement, and (b) the change is equally applicable to non-union employees.

ARTICLE 6

GRIEVANCE AND ARBITRATION PROCEDURE

- 6.1 Should any dispute arise as to the interpretation or alleged violation of this Agreement, including Memoranda of Agreement or other Letters of Understanding, alleging that an employee has been discharged, suspended, demoted or otherwise

disciplined without just cause or alleging that an employee has suffered improper loss or reduction of any contractually established benefits arising out of the job or of employment with the Company the employee or employees affected through the Union, or the Employer shall process the grievance in accordance with the following procedure:

- A. The Employee shall first speak to their immediate supervisor, Human Resources personnel and/or the Educational Director either verbally or in writing to address their grievance. The employee has the right to be accompanied by a Union Shop Steward.
- B. Step 1. If the employee is unable to informally resolve the grievance with their supervisor, they shall, with the assistance of a Union business agent or officer, submit the grievance in writing to their Educational Director on forms agreed by the parties, within fifteen (15) workdays of the occurrence of the grievances. The Educational Director shall have ten (10) workdays in which to respond to the grievance in writing. If no satisfactory settlement is reached within ten (10) workdays after presentation of the grievance to the Educational Director, or the Union does not receive a response, the grievant or the Union may appeal to Step 2.
- C. Step 2. If the answer or decision of the Company is unsatisfactory to the Union, the grievance shall be appealed in writing to the Human Resources Director within ten (10) workdays of receipt of the Step 1 answer. The Human Resources Director or her designee shall meet with the Union in an effort to settle the grievance. If the Employer has a grievance, the Employer shall present the grievance in writing to the Union Representative within ten (10) workdays. The Union and the Employer shall meet, if the Union's grievance or the Employer's grievance is not resolved, the parties will proceed to arbitration.

6.2 Arbitration

- A. If the parties are unable to settle the Grievance at the Step 2 or the answer of the Company at the conclusion of Step 2 of the formal grievance procedure, is unsatisfactory to the Union, the Union or the Employer, shall in writing, notify the other of the intent to pursue arbitration within twenty (20) workdays of receipt of the Step 2 answer. Unless otherwise agreed, each grievance shall be arbitrated separately.
- B. The arbitrator shall be selected pursuant to the Labor Arbitration Rules of the American Arbitration Association. The parties will request a list of ten (10) arbitrators pursuant to the American Arbitration Association's Labor Rules.
- C. The arbitrator shall be confined to the subjects submitted for decision, and may in no event, as a part of any such decision, impose upon either party any obligation to arbitrate on any subjects which have not been herein agreed upon as subjects for arbitration.
- D. The Arbitrator will make his findings and render his decision to resolve the dispute. The Arbitrator shall not have jurisdiction to add to, modify, change or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon the Employer which is not specifically set forth in the Agreement.
- E. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.
- F. The expenses of the arbitration and arbitrator's fee shall be paid equally by the parties.

6.3 All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or as ordered by the Arbitrator, as the case may be,

less any unemployment compensation and any other compensation that the aggrieved employee may have received from any source for the period for which back pay is claimed. In no event may an Arbitrator grant back pay for any period longer and/or prior to sixty (60) days before the date of the grievance(s).

- 6.4 Any grievance shall be considered settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limits set forth. Time is of the essence.
- 6.5 Upon the Union's providing the Company with at least (5) five workdays notice the Company shall allow reasonable time off without pay for Grievant and/or Union witnesses to prepare for arbitration. For the purpose of presenting an arbitration, the Grievant (or Grievants) and one Union representative will be excused with pay if the proceeding occurs during Grievant's and representatives regularly scheduled working hours, but other Union representatives who are employees of the Company and all other employees participating in the arbitration proceeding shall be excused without pay out for that purpose.

ARTICLE 7

SENIORITY AND JOB POSTING

- 7.1 The principle of seniority shall prevail among all employees for the purposes of layoff, recall, job opportunity, overtime, promotion and advancement.
- 7.2 Seniority is defined as number of years an employee has been employed with the Employer, beginning with the date of the employee's hire and ending with the effective date of the employee's termination.

- 7.3 The Employer has three (3) programs, namely 4410, UPK and Community. Seniority shall be determined based upon the program in which the Employee is currently working. In other words, there will be a separate seniority list for the UPK program, a separate seniority list for the 4410 program and a separate seniority list for the Community program. For the purposes of layoff, recall, job opportunity, overtime, promotion and advancement seniority shall be within each of the program and not for purposes of interchange between the programs.
- 7.4 Seniority shall automatically be lost and all rights forfeited, including the right to a job, for the following reasons:
- A. Discharge or termination for just cause or voluntary quitting;
 - B. Failure to report for work two (2) days following receipt of written notice sent by the Director of Human Resources. Notice will be sent five (5) days in advance by written mail to the last known address on the Employer's records regarding recall after a layoff;
 - C. An unauthorized leave of absence; Failure to report for work and to call in or notify the Employer of the same unless due to emergency or incapacitation;
 - D. Layoff or absence from work for any reason for six (6) months; and
 - E. Failure to return to work promptly at the end of an authorized leave of absence.
- 7.5 An employee who is or has been transferred by the Employer to a position outside the bargaining unit who is subsequently returned within one (1) year by the Employer to the bargaining unit shall be given seniority credit in the bargaining unit for all time spent in continuous employment with the Employer. After one (1) year the employee shall forfeit all rights to seniority.

7.6 New employees shall serve a probationary period of ninety (90) calendar days. During the probationary period, the employee may be disciplined or discharged without recourse to the grievance and arbitration procedure. Unless otherwise expressly provided, probationary employees shall not be entitled to contractual benefits and shall not be entitled to receive wage increases as set forth in Article 15.2.

7.7 Job Posting

- A. In the event that the Employer decides to fill a new position, the Employer shall conspicuously post a notice of such opening in the facility for a period of no less than seven (7) working days and shall accept bids from bargaining unit employees to fill the position upon review of the employee's records which records will be reviewed by the Employer to determine who, in the opinion of the Employer, is the most senior qualified employee.
- B. This review by the Company will include reviewing inter alia, as criteria for the position, the licensure requirements of New York State, New York City or other governmental certification requirements, educational requirements of the Department of Health, state and city criminal investigation and background requirements for the position.
- C. Upon the award of a position through such bidding process, the employee awarded the work shall not be eligible to bid for a different position for a period of two (2) years. The Employer shall provide the selected employee a reasonable orientation period to become acquainted with the job. Nothing contained herein shall require the Employer to train any employee for a job for which, in the opinion of the Employer, the employee is not suited or qualified.

ARTICLE 8

HOURS OF WORK AND PAYDAYS

- 8.1 Eight (8) hours of work, exclusive of an unpaid meal period, shall constitute a normal workday. A normal work week shall consist of five (5) eight (8) hour days Monday through Friday. If the Employer establishes a start time for employees outside the normal schedule, the Employer will inform the employee of the start time.
- 8.2 All employees are paid semi-monthly, on the 15th and on the last day of the month. If either date shall fall on the weekend or holiday, payday will be the preceding workday. There will be a five (5) working day lag in pay under the payroll schedule. The five (5) working day lag means that an employee receives their paycheck five (5) working days after the end of the pay period the paycheck accounts for.
- 8.3 Work performed in excess of forty (40) hours in any one week, or work in excess of the normal work scheduled as defined by any federal, state or local law or regulation, shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of the employee involved.
- 8.4 The Employer shall have the right to extend the hours of employment for any employee(s) as deemed necessary by the Employer.
- 8.5 The Employer agrees to make every good faith effort to immediately provide the employees with a replacement paycheck for any paycheck the bank fails to honor due to insufficient funds and to reimburse the employee for any bank fees charged as a result of the bounced paycheck.
- 8.6 Employees will have the option to receive their payments via direct deposit.
- 8.7 No staff shall be sent home when they arrive for their scheduled shift. If the enrollment is too low for a class

session, the staffer will be given other work and paid for a minimum of four (4) hours.

- 8.8 All staff working more than six hours are required to take their scheduled half-hour break.

ARTICLE 9

HOLIDAYS

- 9.1 All salaried and full time employees shall receive a paid day-off for the following holidays: New Year's Eve, New Year's Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day. Employees working for the summer session during July and August will receive July 4 (Independence Day) as a paid holiday.
- 9.2 All 4410 and UPK employees salaried and full time, will receive approximately sixteen (16) holidays as part of the school calendar but will only be paid according to this schedule.
- 9.3 Part-time employees will receive New Year's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.
- 9.4 For non 4410 and UPK employees, the Employer will continue the long standing practice of following the Federal and/or New York State Government holiday calendar and will grant the holidays based on the day the government will observe them.

ARTICLE 10

VACATIONS

- 10.1 Non 4410 and UPK salaried and full-time employees who have been employed by the Employer for one (1) year or more will receive every January 1, paid vacation as follows:

- A. One Year of Service: 1 week paid in first year
 - B. Two Years of Service: 2 additional days for a total of 7 paid days
 - C. Three Years of Service: 3 additional days for a total of 10 paid days
 - D. Six Years of Service: 3 weeks paid vacation
- 10.2 The 4410 and UPK salaried and full-time employees are given three (3) weeks paid vacation as part of the school calendar (Christmas vacation, the President's week vacation and the Easter Week vacation).
- 10.3 Part Time Employees who have been employed by the Employer for one (1) year will receive every January 1, two (2) flexible days off with pay to be used during the calendar year.
- 10.4 Non 4410 and UPK hourly and salaried employees vacation, must be taken within the twelve (12) month period, January 1 through December 31, or before the end of the year. Three days (3) of paid time off may be carried over to the following year.
- 10.5 Vacation eligibility shall be determined from the employee's first day of employment. If two (2) or more employees desire to take vacations at the same time and it is not practical for them to do so, seniority shall prevail. The Employer shall make the final determination for scheduling vacation time for employees. Decisions on approval for vacation time shall be made within twenty (20) days of the request.
- 10.6 If the Employer unreasonably denies an employee's vacation or flexible days off with pay request that Employee's vacation time may be carried over to the following year.
- 10.7 The Employer will provide each pay period the amount of vacation time the Employee has used, accrued, and has left.

ARTICLE 11

SICK AND PERSONAL DAYS

- 11.1 Employees will accrue one (1) hour every thirty (30) hours worked of sick days. Employees will accrue up to fifty-six (56) hours of sick time per calendar year to be used during the year. If the total amount of employees at the beginning of the calendar year is reduced to less than one hundred (100), the sick time will be adjusted to allow employees to accrue up to forty (40) hours and will be increased back to fifty-six (56) if the number of employees increased to one hundred (100) or more.
- 11.2 In the even the New York State or New York City law provides sick or personal days in addition to the days in Section 11.1, the employees shall also be entitled to such additional days under NYC or NYS laws.
- 11.3 An employee who is switched from full-time to part-time shall keep and be able to use all accrued leave.
- 11.4 The employer may require reasonable documentation if an employee uses more than three (3) consecutive workdays of sick leave, but the employer will not require that documentation specify the reason for the used sick leave.
- 11.5 Employees can carry over up to fifty-six (56) hours of unused sick leave to the next Calendar Year to be used during that next calendar year, but in no event will an employee be allowed to use more than fifty-six (56) hours of sick time in the any calendar year. An employee is not entitled to payment for any unused sick leave.
- 11.6 The Employer will provide each pay period the amount of sick leave the Employee has used, accrued, and has left.
- 11.7 Salaried and full-time staff will continue to receive three (3) personal days based on their regular hours worked.

ARTICLE 12

BEREAVEMENT LEAVE

- 12.1 In the event of the death of an Employee's spouse or child, mother, father, sister, brother, grandchild, grandparent, mother-in-law or father-in-law, the employee shall upon request be granted such time off with pay as is necessary to make arrangements for the funeral and to attend same, not to exceed four (4) regularly scheduled working days.
- 12.2 At the request of the Employer, the employee shall furnish death certificate and proof of relationship in order to receive paid bereavement leave.

ARTICLE 13

JURY DUTY

- 13.1 In the event an employee is required to serve on Jury Duty, the Employer shall pay the employee's regular straight time rate of pay, less what the employee receives from the Court system as a juror, for period not to exceed ten (10) working days. The employee must give a copy of the Jury Duty notice to the Employer within three (3) days of receipt and must provide written proof of his/her jury duty service and of the amount that the employee was paid for jury duty service.
- 13.2 An employee lawfully subpoenaed under penalty of arrest for failure to appear in a court case, shall be excused from work without pay. The employee must give prompt notice to the employer including a copy of the subpoena.

ARTICLE 14

NO STRIKES OR WORK STOPPAGES

- 14.1 Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, picketing which interrupts or tends to interrupt the full performance of work, without regard to cause. Neither the employees, the Union, nor any officers, agents or other representative of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support or in any way participate in any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, or picketing which interrupts the full performance of work during the life of this Agreement.
- 14.2 An employee who participates in any strike, sympathy strike, slowdown, sit down, sick-out, work stoppage, or picketing that interrupt or tends to interrupt the full performance of work or negatively affects the work and is not protected under Section 7 of the National Labor Relations Act, shall be subject to discipline, up to and including immediate discharge.
- 14.3 The Employer's decision to layoff employees or exercise any other right or responsibility under this Agreement shall not be construed as a lockout.
- 14.4 The Union shall not be held financially responsible for any strike, sympathy strike, slowdown, sit-down, sick-out work stoppage, or picketing unless authorized by the Union. The Union will, upon request from the Employer, notify the employees involved in any unauthorized work stoppage or other activity that the Union disapproves such action and that the employees involved shall be subject to discipline, up to and including immediate discharge.

WORKING CONDITIONS

- 15.1 The Employer shall be responsible for all of the rooms having a functioning air conditioner and heating system. Should there not be a functioning heating system in the winter or an air conditioning system in the summer or there be any emergency situation, the following process will be followed:
- A. The first step is to put students in a safe situation/ area, but if that is not possible the Employer will start the process of releasing the students home.
 - B. Employees cannot leave until all their assigned students have been safely released home.
 - C. If an employee is released due to an emergency situation, the Employer shall compensate any employee from/through their scheduled end time.
 - D. If the situation persists another day, and the student cannot come, the Employer will pay the employee at their regular rate, based on the hours they are regularly scheduled to work for that day.
 - E. If the employee's facility opens late the Employer will compensate the employee their scheduled start time until the time at which the facility opens.
- 15.2 The Employer shall be responsible for keeping the classrooms, bathrooms and hallways clean for the staff and students by ensuring that custodial staff clean all three spaces at least once per day. The Custodians will make sure not to leave out any cleaning or hazardous supplies in the classroom.
- 15.3 Teachers and Assistant Teachers shall be compensated for the time it takes to complete any required cleaning or sweeping of any toys or spaces as instructed by the Department of Health.

- 15.4 Employees will be provided with all applicable and appropriate school and cleaning supplies. The employees will inform the designated employer representative of the need to substitute any school and/or cleaning supply as soon as practicable and the employer will provide such materials on or before seven (7) calendar days.

ARTICLE 16

TRAININGS AND STAFF DEVELOPMENT

- 16.1 Opportunities for professional development shall be encouraged by the Employer particularly as it pertains and contributes to current and developing work. When the employee's supervisor requires that an employee attend a particular training, the Employee will receive their regular pay for such training which will be performed during work hours, if outside of work hours, will be considered as work time and compensated as such.
- 16.2 The Employer and the Union are committed to the building of a workforce that is proficient in fundamental skills to benefit the students and the community the Employer serves. As such, the parties will work collaboratively to identify training opportunities and grants for training and staff development that enhances their job and the position of the Employer in the workplace.
- 16.3 All employees, with at least twelve (12) months of service, will be provided the opportunity for a minimum of sixteen (16) hours of education and training that is skill based or job related every two (2) years. These hours can be used for any Federal, State, and local training that is related or required for the job.

ARTICLE 17

TRAVEL

- 17.1 Time spent in local travel at the direction of the Employer after reporting for duty and before release from duty shall be treated as work time.
- 17.2 Employees will normally be assigned a regular work location but may also be assigned to work at a temporary location or to rotate between locations to avoid a reduction in hours or layoff if there is a reduction in student census and the staff workload. The Employer will notify the Union and the Staff about the temporary relocation with at least one (1) week in advance. Affected employees may decline the relocation and proceed with a reduction in hours and pay.

ARTICLE 18

JOB PROTECTION AND NOTICE REQUIREMENT

- 18.1 Except as otherwise permitted by this Agreement, the Employer agrees to provide the Union and the Employee with thirty (30) days' notice at the end of the school year whenever the Employer is not offering the Employee a position for the following year due to lack of work or enrollment.
- 18.2 All notices required to be given under this Agreement shall be made by regular mail and facsimile to the following:
- A. If to the Union, such notice shall be made to the designated CWA Local 1180 representative 6 Harrison St., 4th Floor, New York, New York 10013-2898, Fax No. (212) 966-6831; or such alternate locations or contact information of which the Union provides the Company proper notification.

- B. If to the Company, such notice shall be made to the Director of Human Resources, Books & Rattles, Inc., 75-02 51st Avenue, Elmhurst, NY 11373, Fax No. (718) 381-7305 and Milo Silberstein, Esq., Dealy Silberstein & Braverman LLP, 225 Broadway, Suite 1405, New York, New York 10007, Fax No. (212) 385-2117; or such alternate locations of which the Company provides the Union proper notification.
- 18.3 In the event of a lay-off, and wherever practicable, the Employer shall give the Union twenty (20) workdays' notice of any lay-off. The Employer will notify any affected employees the following workday after giving the notice to the Union. In case of recall, seniority shall prevail and the most senior employee shall be recalled, unless the employee lacks the required qualification within the particular class, until all employees laid-off have been given an opportunity to be recalled. The Employer shall give laid-off employees five (5) days written notice by regular mail to the employee's last known address to call the Director of Human Resources within twenty-four (24) hours from receipt of the letter. If the Employee does not call the Director of Human Resources within seven (7) days from the date on which the letter is mailed, the Employee will have waived any seniority rights to recall.

ARTICLE 19

HEALTH AND WELFARE

- 19.1 The Employer agrees to pay fifty (50%) percent of the cost of Employee's individual medical coverage. The Employee shall pay fifty (50%) of the cost of Employee's individual medical coverage.
- 19.2 The waiting period for medical coverage for newly hired full-time employees is two (2) months. New employees

will be eligible for the Individual Medical Coverage on the first day of the next month after they satisfy the two (2) month waiting period.

- 19.3 The parties will meet during the life of the Agreement to discuss ways to improve the benefits offered by the Employer.

ARTICLE 20

WAGE RATES

- 20.1 The wage rates to be paid by the Employer during the term of this Agreement shall be paid annually based on the Fiscal Year which runs from July 1 to June 30 of the next year.
- 20.2 Minimum salaries Effective July 1, 2022:
- A. All teacher Assistants and teacher Aides will receive, sixteen dollars and fifty cents (\$16.50) per hour.
 - B. All Community Based Teachers minimum salaries:
 - 1. Infant/Toddlers: \$34,320 (with CDA or Associates in ECE, etc.
 - 2. 2s and 3 Year Class: \$36,400 (with Bachelors in ECE or Study Plan Approved by DOH)
 - C. All 4410 and UPK Teachers: Minimum salary \$55,320 (without any certification); \$60,000 with certifications
 - D. All occupational, speech and related therapist: \$55,320
 - E. All other hourly staff: \$16.00 per hour
- 20.3 Effective July 1, 2022, Employees who have been employed for one (1) year shall receive a three (3%) percent increase, unless the new minimum rate in section 15.2 above, is higher than the percent increase.

- 20.4 Employees who have not been employed for one year on July 1, 2022, shall receive a three (3%) percent increase upon reaching their one-year anniversary of employment, unless the new minimum rate in section 15.2 above, is higher than the percent increase.
- 20.5 Effective July 1, 2023, employees who have been employed for one (1) year shall receive a three (3%) percent increase.
- 20.6 Employees who have not been employed for one year on July 1, 2023, shall receive a three (3%) percent increase upon reaching their one-year anniversary of employment.
- 20.7 Effective July 1, 2024, employees who have been employed for one (1) year shall receive a three (3%) percent increase.
- 20.8 Employees who have not been employed for one year on July 1, 2024, shall receive three (3%) percent increase upon reaching their one-year anniversary of employment.
- 20.9 Certification Differential. Teacher Assistants and Teacher Aides that complete their applicable certification will be entitled to the following differential to their salary:
- A. Staff with Level 1 TAC will receive \$.50 additional per hour.
 - B. Staff with Level 2 TAC will receive \$1.00 additional per hour.
 - C. Staff with Level 3 TAC will receive \$1.50 additional per hour.
 - D. This additional compensation will remain in the employee's hourly rate while the employee remains certified in good standing as defined by the New York Department of Education.
 - E. This differential will not be used to compute the general wage increase.

20.10 Longevity Increase

- A. All Staff, upon completion of five (5) years or more of service will receive an additional one dollar (\$1.00) per hour as longevity pay.
- B. All Staff, upon completion of ten (10) years or more of service will receive an additional one dollar (\$1.00) per hour for a total of two dollars (\$2.00) as longevity pay.
- C. All Staff, upon completion of fifteen (15) years of service will receive an additional one dollar (\$1.00) per hour for a total of three dollars (\$3.00) as longevity pay.
- D. For those employees that as of July 1, 2022, meet the criteria for the longevity increase, the dollar amount will be applied after applying section 20.2 and 20.3. After that, the longevity increase will become part of the hourly rate.
- E. For those employees that become eligible to receive the longevity increase, after July 2, 2022 but before July 1st of each covered by this agreement, their general wage increase will be calculated based on the applicable rate once the longevity increase is applied.

20.11 Overrides Work Differentials — Each therapist assigned to perform override sessions will be paid thirty (30) minutes per each student/report (quarter and annual) needed to be completed based on their normal half rate per hour (30-minutes pay).

20.12 To determine the rate per hour of any salaried employees, the Employer shall take the yearly salary (including any applicable differential and increase, with the exception of the certification differential) and will divide it by week and then by the regular work hours an employee is assigned to work at any school per week. The result will be their normal rate per pay.

ARTICLE 21

SEVERABILITY

If any provision of this Agreement shall be adjudicated illegal or in violation of any law, such adjudication shall not invalidate any other portion of this Agreement nor relieve either party from their obligations and liabilities under this Agreement and the remainder of the Agreement shall continue in full force and effect. In the event that any provision of this Agreement is ruled illegal, the parties agree to promptly meet in order to agree upon a proper and legal substitute.

ARTICLE 22

ENTIRE AGREEMENT

- 22.1 The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 22.2 All wages and benefits to be received by the employees in the bargaining unit are set forth in this Agreement. This contract expresses and includes the full and complete Agreement between the parties for the duration of this Agreement. The Employer and the Union each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, unless it is a subject that the National Labor Relations Board has ruled to be a mandatory subject of bargaining.

22.3 This Agreement shall be governed by the laws of the United States and the State of New York. In the event any provision is inconsistent with the applicable laws, the provision shall be considered null and void. The remaining provisions of the contract shall remain in full force and effect.

ARTICLE 23

SALE OR TRANSFER

In the event the Employer sells or transfers all or part of its business, the Union shall be notified when the business of the Company is sold and shall be told the identity of the purchaser at the time of the sale. The Employer shall also notify the purchaser or transferee of the existence of this Collective Bargaining Agreement. The sale or transfer shall not relieve the Company of any indebtedness for wages, accrued vacation pay or Insurance contributions due and ongoing before the date of the sale or transfer.

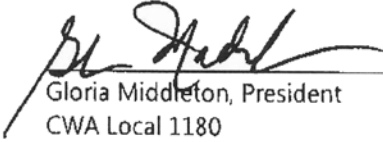
ARTICLE 24

DURATION

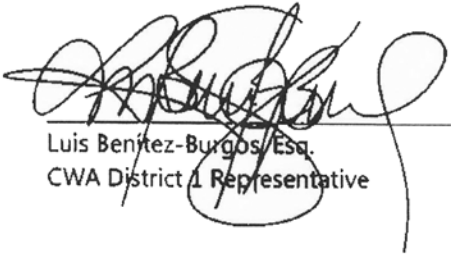
This Agreement shall be effective from July 1, 2022 until June 30, 2025 and shall continue from year to year thereafter unless either party gives the other sixty (60) days prior written notice before the expiration date, or any succeeding expiration date, of its desire to terminate this Agreement. If the parties have not reached an agreement on or before the expiration date, all provision of this Agreement shall remain in effect unless and until specifically terminated by one of the parties.

In WITNESS WHEREOF, said parties have hereunto set their hands and seals this 9th day of June, 2023.

Communications Workers of America



Gloria Middleton, President
CWA Local 1180




Luis Benitez-Burgos/Esq.
CWA District 1 Representative

Books & Rattles, Inc.

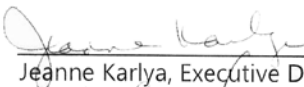


Jeanne Karlya, Executive Director




Angela Manzueta, Executive Director

Green Educational Services Inc.



Jeanne Karlya, Executive Director



Angela Manzueta, Executive Director

WEINGARTEN RIGHTS

“ If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative or steward be present at the meeting. Without representation, I choose not to answer any questions.” ”



NOTES



NOTES



CWA1180.ORG

6 Harrison St.
4th Floor
New York, NY 10013