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LODEWYKS; MAUREEN KILLIAN and CINDY
MENEHIN; SARAH and SUYIN LAEL;
MARILYN MANEELY and DIANE MARINI;
and KAREN and MARCYE NICHOLSON-
MCFADDEN,

Plaintiffs-Appellants,

v.

GWENDOLYN L. HARRIS, in her
official capacity as Commissioner
of the New Jersey Department of
Human Services, CLIFTON R. LACY, in
his official capacity as the
Commissioner of the New Jersey
Department of Health and Senior
Services, and JOSEPH KOMOSINSKI, in
his official capacity as Acting
State Registrar of Vital Statistics
of the New Jersey Department of
Health and Senior Services,

Defendants-Respondents.

SUPREME COURT OF NEW JERSEY

Docket No. 58,389

Appellate Division Docket No.
A-2244-03T5

Sat Below:

Hon. Stephen S Skillman,
P.J.A.D., Hon. Donald G.
Collester, J.A.D. and Hon.
Anthony J. Parrillo, J.A.D.

**BRIEF AND APPENDIX ON BEHALF OF AMICUS CURIAE THE
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

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INTRODUCTION

This brief is in support of a motion by the Communications Workers of America, AFL-CIO ("CWA") for leave to appear as *amicus curiae* in the matter docketed as Lewis v. Harris, 58,389. The CWA is the exclusive majority representative of more than 55,000 workers employed in both the public and private sector in the State of New Jersey. As a majority representative, CWA negotiates collective bargaining agreements with the employers of its membership. CWA negotiates for, and represents members of its bargaining units in matters relating to wages, hours and other terms and conditions of employment, including health benefits and leave time among many other things. CWA seeks leave to appear as *amicus curiae* to inform the Court on how the Civil Union Act impacts its members with respect to their rights in the workplace.

The CWA is a diverse union. Its membership includes workers of every color, ethnicity and religion. Additionally, CWA represents many gay and lesbian members. Many of those members are in committed same-sex relationships. As an exclusive majority representative, CWA has a legal duty to represent its members equally. Because of that duty, CWA is particularly interested in the outcome of this matter.

PRELIMINARY STATEMENT

In 2006, this Court found that the State of New Jersey denied the plaintiffs their constitutional guarantee of equality by not granting them the "full rights and benefits enjoyed by heterosexual married couples." Lewis v. Harris, 188 N.J. 414, 463 (2006). In Lewis, this Court ordered the Legislature to provide same-sex couples all the benefits and obligations conferred upon heterosexual couples. To effectuate that Order, the Legislature passed the Civil Union Act ("the Act"), N.J.S.A. 37:1-28 et seq. At the same time, to monitor compliance with the Act and to ensure that same-sex couples united through civil union achieved equality through the Act, the Legislature created the Civil Union Review Commission ("CURC"). N.J.S.A. 37:1-36. In its Final Report released December 10, 2008, the CURC concluded that the Act did not provide same-sex couples united through civil union with the same benefits and obligations as married heterosexual couples. Indeed, the CURC found that the separate designation of "civil union" contributed to stigmatization, discrimination and inequality with respect to health insurance, other benefits provided by employers, and a host of other legal rights. The CURC unanimously recommended that the Legislature amend the law to allow same sex couples to marry. The Legislature, even after extensive testimony before the Senate Judiciary Committee on December 7, 2009, failed to amend the law and refused to accept the recommendations of the CURC. By

refusing to act to address the inequalities elicited through testimony before the CURC and the Senate Judiciary Committee, the Legislature is in defiance of this Court's Order and through its refusal to act, perpetuates unequal treatment of same-sex couples in violation of the New Jersey Constitution, Article 1 Paragraph 1 which guarantees equal protection to all. Thus, on or about March 18, 2010 the plaintiffs filed the instant Motion in Aid of Litigants Rights.

The Communications Workers of America, AFL-CIO, seeks leave to appear as *amicus curiae* to inform the Court how the failure of the Civil Union Act impacts CWA and its members' rights at work.

ARGUMENT

I. THE STANDARD FOR GRANTING LEAVE TO APPEAR AS AMICUS CURIAE

The standard for granting leave to appear as *amicus curiae* is set forth in R. 1:13-9. The rule requires that parties seeking leave to appear do so by motion "stating with specificity the identity of the applicant, the issue intended to be addressed, the nature of the public interest therein and the nature of the applicant's specialized interest, involvement or expertise in respect thereof." Id. Under the rule, the Court will grant leave to appear as *amicus curiae* if it is satisfied that "the motion is timely, the applicant's participation will assist in the resolution of an issue of public importance, and no party to the litigation will be unduly prejudiced." As explained below, CWA meets all the requirements for granting leave to appear.

A. CWA's Motion Meets The Requirements of Rule 1:13-9.

As explained in the Introduction to this brief, CWA is the exclusive majority representative of thousands of workers employed in the State of New Jersey. (CWAa 1, Certification of Hetty Rosenstein, CWA New Jersey Director).¹ As a majority representative, CWA negotiates terms and conditions of work for its bargaining unit members. (CWAa 2). Among the most important

¹ "CWAa" denotes reference to CWA's Appendix.

conditions of work negotiated by CWA on behalf of its members are the provision of health benefits and leave time - areas that are particularly difficult for CWA to negotiate for its members in civil unions. (CWAa 10-11). CWA seeks to address the impact of the Civil Union Act, N.J.S.A. 37:1-28 et seq. in the negotiation of collective bargaining agreements and in its representation of gay and lesbian members. Importantly, granting CWA leave to appear as *amicus curiae* serves the public interest because it is the policy of the United States to encourage collective bargaining to address inequalities in the workplace. 29 U.S.C. § 151. The public interest is further served because CWA represents thousands of New Jersey workers in committed same-sex relationships who are not provided the same rights as workers in opposite sex relationships in the same bargaining units. Moreover, CWA is particularly interested in the above litigation as it continually represents gay and lesbian workers in collective bargaining and the administration of collective bargaining agreements. Additionally, CWA represents workers in the denial of benefits under its collective bargaining agreements and expects to continue that representation and to represent future groups of workers in similar claims.

B. The Court Should Grant CWA's Motion To Appear As Amicus Curiae.

Rule 1:13-9 provides that the Court must grant a motion to appear as *amicus curiae* if the motion is timely, the appearance will assist the Court in a matter of public importance and the

application will not unduly prejudice a party to the action. Here, CWA's motion is timely because the Attorney General has not yet submitted its brief in opposition to the plaintiff's motion. Importantly, CWA's appearance will assist the Court in this matter that, unquestionably, is a matter of public importance. Further, granting CWA's motion will not unduly prejudice the defendants because they will have ample time to respond to any arguments made in CWA's supporting brief. Therefore, under the rule, the Court should grant CWA's motion.

II. CWA MUST REPRESENT ITS MEMBERS EQUALLY

It is well-settled that labor unions, in both the private and public sectors, are required to represent their members without discrimination. As the exclusive majority representative of workers in any given bargaining unit, CWA is under a statutory duty to represent all of the members fairly in both collective bargaining with an employer and in the administration of a collective bargaining agreement. See Vaca v. Sipes, 386 U.S. 171, 177, 87 S.Ct. 903, 909-10 (1967); Ford Motor Co. v. Huffman, 345 U.S. 330, 73 S.Ct. 681 (1953) (unions have a statutory obligation to represent all of their members fairly without hostility or discrimination to any); N.L.R.B. v. Allis-Chalmers Mfg. Co., 388 U.S. 175, 181 (1967); 29 U.S.C. § 158 (b); see also Lullo v. Int'l Assoc. of Firefighters, 55 N.J. 409, 429-30 (1970); N.J.S.A. 34:13A-5.3(a majority representative of public employees in an

appropriate unit shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee organization membership). Indeed, if a labor union acts arbitrarily, discriminatorily or in bad faith in representation of a private sector member, it may be sued in federal court by that member for breaching the "duty of fair representation." Vaca, 386 U.S. at 190, 87 S.Ct. At 916.

In the New Jersey public sector a breach of the duty of fair representation is an unfair practice under the New Jersey Employer-Employee Relations Act. Kaczmarek v. New Jersey Turnpike Authority, 77 N.J. 329, 345 (Pashman, J. concurring) (1978) ("an exclusive majority representative of a unit of public employees is, by virtue of that status, charged with a fiduciary responsibility to fairly represent the interests of those employees. This duty of fair representation was the subject of statutory codification in the original Employer-Employee Relations Act."). N.J.S.A. 34:13A-5.3. The legal duty to represent workers without discrimination places unions in a difficult situation when negotiating conditions of work for members in civil unions.

For example, after employees designate a union to represent them in collective negotiations, the union negotiates an initial agreement with the employer. (CWAa 3). When the contract expires,

the union negotiates successor agreements. (Id.) Most CWA collective bargaining agreements have been in existence for many years and use language which reflects traditional marriage - wife, husband, spouse, mother-in-law, father-in-law. (Id.) Because same-sex couples may not be married in this State, the traditional language that is in most union contracts does not expressly include same sex couples who are in civil unions. (Id.) Because of society's failure to treat same-sex couples equally, CWA and other unions must negotiate benefits for a distinct class of workers, who should, by operation of law be treated in the same manner as married couples. (CWAa 10-11). In that endeavor, CWA faces resistance from employers who claim that adding an additional group of worker dependants increases costs in terms of extra leave time taken and health insurance. (Id.)

Unions, in general, have not been able to negotiate equal benefits for worker in civil unions. To ensure that workers in civil unions are treated identically to married workers with respect to medical leave and other benefits, CWA has to make concessions in other areas. (CWAa 11-12). Providing same-sex couples with the right to marry, will eliminate the need to negotiate over the contractual rights of workers in civil unions. A worker who is married to a partner of the same sex will be indistinguishable, at least for contractual purposes, from a worker who is married to a partner of the opposite sex.

While CWA has successfully negotiated benefits for same-sex couples in civil unions in some contracts, it is unclear whether other unions have been equally successful. (CWAa 38, 41, 43, 48, 52, 72, 73, 79). Although CWA has obtained benefits for its members in civil unions through the collective bargaining process, as in any negotiation, that may require that the union make concessions in other areas. (CWAa 11-12). Indeed, as Rosenstein certified, CWA believes that to achieve full equality for its members, the union must negotiate language in all relevant contractual provisions to include civil union partners, rather than leave it up to an employer to make a determination as to whether any benefit applies to members in civil unions. (CWAa 9).

Put simply, equality between married couples and civil union couples should not be left to the vagaries of a collective bargaining process that is dependent upon the particular parties achieving agreement. Rather, equality must be by operation of law, and if for political reasons that result cannot be achieved through the legislative process, it must be achieved through the judicial process.

III. CWA MEMBERS IN CIVIL UNIONS MAY BE SUBJECT TO DISPARITY IN COMPENSATION

Health insurance and other "fringe benefits" such as leave time are mandatory subjects of bargaining. See Rose Arbor Manor and Professional and Health Care Employees Division, Retail

Clerks Union, Local No. 7, 224 NLRB No. 125, 224 NLRB 795, 101 L.R.R.M. (BNA) 1243 (1979); 349 NLRB No. 20, 349 NLRB, 202, 181 L.R.R.M. (BNA) 1318 (2007); West Orange Bd. of Ed., P.E.R.C. No. 92-114, 18 NJPER 272 (¶ 23117 1992); State of New Jersey and Communications Workers of America, AFL-CIO, P.E.R.C. No. 98-114, 24 NJPER (¶ 29086 1998). Further, it is black-letter law that fringe benefits, such as leave time and health insurance are considered "compensation". In Eaddy v. Dept. of Transportation, 208 N.J. Super. 156, 162-63 (App. Div 1986), a wrongfully discharged public employee appealed a Final Decision of the Civil Service Commission denying him credit for sick and vacation leave upon reinstatement. There, the Appellate Division explained that "vacation leave and sick leave are no less 'compensation for services rendered', than are back wages." Id. (internal citations omitted). Citing a decision by the Supreme Court of West Virginia, the Eaddy court continued:

Vacation pay and other similar benefits are not gratuities which employers benevolently bestow upon their employees. Rather they are integral components of a compensation package bargained for and agreed upon by the parties.

Id.; see Farley v. Zapata Coal Corp., 167, W.Va. 630, 281 S.E.2d 238, 242 (1981). Recognizing its legal duty to represent all workers in a bargaining unit equally, CWA negotiates terms and conditions of employment that include leave policies and health insurance. Thus, where employers refuse to extend benefits to

members in civil unions, those members are subject to disparate compensation.

A. Health Insurance.

With regard to health insurance for the partners of CWA's members in civil unions, many CWA agreements, particularly those that have been in place for many years, use the language of "traditional marriage." For example, CWA agreements with the ARC of Atlantic County, the Children's Home Society of New Jersey and CARING, Inc. include provisions for health insurance for employees and dependents, employees and their "families," or employees and their spouse, husband, wife, immediate family or eligible dependents. (CWAa 21, 21, 70, 75, 76). It is CWA's experience that employers do not automatically assume that the provisions in these contracts, reflecting "traditional marriage" apply to workers who are in civil unions. (CWAa 3-4). The result of this confusion is inequality in the workplace because benefits that members are entitled to through operation of the collective bargaining agreement or law may either be denied or delayed. (CWAa 4, 11). While numerous advantages are bestowed upon married members, CWA finds that it must negotiate contract terms that include civil union partners as a separate class of people to ensure they receive the same benefits. (CWAa 4, 10-11).

Civil Union partners are particularly vulnerable to a denial of health insurance where the insurance policy is governed by

ERISA, 29 U.S.C. § 1001 et seq. (CWAa 10). Under ERISA, self-insured employee welfare plans are preempted by Federal law while private plans are subject to state regulation as well as ERISA. 29 U.S.C. § 1144(a). Through operation of the Defense of Marriage Act, ERISA plans are not required to include a same-sex partner within the definition of "spouse". 1 U.S.C. § 7. Some employers of CWA members, such as CARING, Inc., whether self-insured under ERISA or not, will not add the coverage for civil union partners without obtaining some other concession from the union. (CWAa 11-12, 68-70). As explained in Section II. above, a worker who is married to a partner of the same sex, for contractual purposes, will be indistinguishable from a worker who is married to a partner of the opposite sex. Thus, if same-sex couples are allowed to marry, they will have the same right to health insurance as opposite sex couples under CWA collective bargaining agreements.

It should be no surprise that extending healthcare coverage through collective bargaining to otherwise uncovered classes of workers is nearly impossible in this economic environment. (CWAa 10). If same-sex couples were allowed to marry in New Jersey, employers would be more likely to grant health benefits to a same-sex spouse because most of CWA's collective bargaining agreements already include coverage for "spouses", "husbands," "families" or "wives". (CWAa 10-11, 36, 70, 72).

Importantly, if a union is unable to secure health insurance benefits for the partners of workers in civil unions through collective bargaining, this may lead to division and demoralization within the bargaining unit because workers doing the same job are subject to different benefits and consequently, different compensation. (CWAa 11).

B. Sick Leave.

One of the most important laws affecting working families in New Jersey is the Family Leave Act ("FLA"). N.J.S.A. 34:11B-1 et seq. That law provides 12 weeks of unpaid leave every two years for the birth or adoption of a child or to care for a family member who is suffering from a serious health condition.² Id. However, ambiguities in the law lead to confusion as to its application to civil union couples.

For example, the term "family member" is defined under the FLA as "a child, parent, spouse, or one partner in a civil union couple." N.J.S.A. 34:11B-3(j). The term "parent" is defined as "a person who is the biological parent, adoptive parent, resource family parent, step-parent, parent-in-law, or legal guardian, having a 'parent-child relationship' with a child as defined by law, or having sole or joint legal or physical custody, care guardianship, or visitation with a child." N.J.S.A. 34:11B-3(h).

² The New Jersey Paid Family Leave Act provides for six of the 12 weeks to be paid leave. N.J.S.A. 43:1-39.1 et seq.

The regulations supporting the FLA set forth in the Administrative Code define "spouse" as "a person to whom an employee is lawfully married as defined by New Jersey law" creating a conflict and/or confusion between the Family Leave Act definition of "family member" and the regulations promulgated to enforce it because it does not define "spouse" to include "one partner of a civil union couple." N.J.A.C. 13:14-1.2.

While the Civil Union Act provides that a civil union partner is entitled to "family leave benefits" under the FLA, it does not specify whether those benefits include time off to care for "one partner in a civil union couple" based on the definition of "family member." Further, the FLA does not specify whether a civil union partner's parent is a "parent-in-law" of the other partner for purposes of taking leave time to care for the parent of a civil union partner. Moreover, the FLA does not specify whether a civil union partner's child is a "step-child" for purposes of taking leave time. These two examples are unquestioned with respect to married couples.

Further complicating the matter is the Civil Union Act's section explaining "references to marital or spousal relationships". N.J.S.A. 37:1-33. That statute proclaims:

Whenever in any law, rule, regulation, judicial or administrative proceeding or otherwise, reference is made to "marriage," "husband," "wife," "spouse," "family," "immediate family," "dependent," "next of kin," "widow," "widower," "widowed," or

another word which in a specific context denotes marital or spousal relationship, the same shall include a civil union pursuant to the provisions of this act.

Id. Under that statute, for all intents and purposes a civil union partner is the equivalent of a married "spouse" or any other word or phrase describing the marital relationship. It does not, however, address whether a civil union partner is a "step-parent" to the other partner's child or whether a civil union partner's parent is a "parent-in-law" for purposes of the FLA.

While the Legislature did its best to provide inclusion of civil union partners in any area where a civil union may not be considered the same as "marriage" through legislation, it has failed to do so. Further, the Civil Union Act does not address that Act's application in collective bargaining agreements. The complexity of untangling the various statutes, definitions and regulations means that CWA has to negotiate additional leave of absence policies in their contracts to cover members in civil unions if they need to take leave from work to care for their civil union partner, civil union partner's child or parent to make sure its members are subject to the same leave policies.

For example, the contract between CWA and Gloucester County includes a provision allowing workers to take sick leave for the

illness of a "domestic partner."³ (CWAa 38-39). The contract between CWA and Mt. Laurel Township includes a provision to take sick leave to care for "a person living in the household in a spousal relationship." (CWAa 41). Further, the contract between CWA and Somerset County and CWA and the New Jersey Housing, Mortgage and Finance Agency include provisions allowing workers to take sick leave to care for a "domestic partner" or "civil union partner." (CWAa 43-48). Given the ambiguities of the law, unions have to clarify the terms in each and every collective bargaining agreement to achieve the level of equality required. However, because the collective process does not guarantee that CWA will be able to accomplish equality, CWA members are subject to different benefits depending on the bargaining unit in which they work. Such an approach is not good policy. It places a burden on the collective process that is misplaced because unions cannot accomplish everything they seek through negotiation.

This is also true where the employer is exempt from the FLA because it does not employ 50 or more people. For example, contracts between CWA and the Training School at Vineland and some other employers provide that sick leave may be taken by an employee to care for an ill member of his or her "immediate"

³ Some CWA contracts such as the contract with Gloucester County, were negotiated before the Civil Union Act became effective. Therefore, those contracts refer to "domestic partners" rather than "civil union partners."

family. (CWAa 20). Such contracts are examples of unsuccessful attempts at negotiating leave for civil union partners. When employers look up the definition of immediate family, they do not find civil union partner - they find husband or wife or spouse. (CWAa 4-5). This creates conflict at the workplace because workers doing the same job are subject to different leave policies. It also disadvantages and stigmatizes gay and lesbian workers, and puts shop stewards - the union's worksite representatives - in the impossible position of explaining the Civil Union law to management. (CWAa 11).

Further, absenteeism is a frequent basis for disciplinary action among the workers represented by CWA in New Jersey. (CWAa 7). Where the Union contract provides for members who are married to use sick leave and exercise rights under the Contract or under the Family Leave Act, those members have broader protection for absences than members who are in civil unions because of the confusion created by the civil union law. (Id.)

Thus, it is clear that even when exercising a benefit as simple as the use of sick leave, CWA members in civil unions may not be treated equally at work.

C. Bereavement Leave.

Another area where CWA members in civil unions may experience treatment different from that of their married coworkers is the exercise of the use of bereavement leave. (Id.)

It is unquestioned that a married member may use bereavement leave after the death of a mother-in-law, father-in-law or other categories of spousal relatives covered by bereavement leave provisions. (Id.) It is not so clear when the decedent is a member of the civil union partner's family. (Id.)

For example, the bereavement leave provisions of the CWA contract with Bergen's Promise, a care management organization, provide that leave may be taken when a member of a worker's immediate family dies. (Id.) The definition of immediate family includes "mother, father, grandmother, grandfather, stepmother, stepfather, parent-in-laws, child, foster child, step child, sister, brother grandchild, husband, wife, life or domestic partner." (CWAa 52). However, when the life or domestic partner's mother, father, child or grandchild passes, the employer may question their relationship to the worker where in the case of a married couple, there is no question. (CWAa 8). In fact, CWA New Jersey Director, Hetty Rosenstein, certified that the Passaic County Board of Social Services has required workers to produce obituaries that include an explanation of their relationship with the deceased in order to approve the use of bereavement leave. (CWAa 8). Other examples include contracts where the definition of a worker's immediate family member does not include a life or domestic partner, but rather a "spouse" or "husband or wife." (CWAa 28-29, 54, 21, 56, 58, 64-65, 70).

Some provisions for bereavement leave in CWA contracts include relatives such as parent-in laws, son-in-law, sister-in-law, brother-in-law, niece and nephew, raising questions of whether a worker is entitled to take bereavement leave if a civil union partner's parent, child, sibling, niece or nephew passes. (Id.) Where the employers of CWA members do not allow time off from work for the bereavement of the above-referenced relatives of a civil union partner, those members are compensated differently than married members.

The Legislature's creation of civil union status for same-sex couples rather than marriage has resulted in ambiguities which are the basis for confusion and inequality in the workplace. Because of the confusion surrounding the class of civil union partners, employees who work side-by-side may be subject to different benefits. Achieving equal status for CWA members in civil unions through the collective bargaining process may take years - if at all. From an organized labor perspective, the Civil Union Act did not provide equality as this Court mandated in Lewis.

CONCLUSION

For all the foregoing reasons, CWA respectfully requests that this Court exercise its enforcement powers and grant the plaintiffs' Relief in Aid of Litigants' Rights.

Dated:
May 6, 2010

By: 
Rosemarie Cipparulo, Esq.
WEISSMAN & MINTZ LLC

I Hetty Rosenstein, hereby certify:

1. I am employed as the New Jersey Director for the Communications Workers of America, AFL-CIO ("CWA or the Union"). I am also the Organizing Director for CWA District 1. District 1 covers New York, New England and New Jersey. I have held these positions since August 2008.
2. Prior to being employed as the CWA New Jersey Director, I was President of CWA Local 1037, a local affiliate of CWA that represents approximately 8,000 workers employed in the private sector and by the State of New Jersey at worksites located in the central and northern counties of the State.
3. Prior to being elected as President of Local 1037, I held the elected office of Executive Vice President of the Local.
4. I have been a member of CWA since 1981. I was employed by Local 1037 from 1982 until August 2008.
5. CWA represents approximately 40,000 State employees in four negotiations units.
6. In addition to representing State employees, CWA represents approximately 15,000 workers employed by various local government entities and by certain independent State

entities, such as the New Jersey Housing Mortgage Finance Authority.

7. CWA also represents several thousand private sector workers employed by Verizon, AT&T, Saint Barnabas Hospital, various associations for developmentally disabled persons and other private not-for-profit organizations.
8. My duties as the CWA New Jersey Director include, but are not limited to, supervision of approximately fifteen staff, oversight and coordination among the many local affiliates, negotiation and administration of collective bargaining agreements, developing and implementing organizing and negotiation strategies.
9. In my capacities as a CWA representative, local Executive Vice President, local President and New Jersey Director I have negotiated scores of collective bargaining and settlement agreements.
10. CWA bargains over 150 agreements with the employers of our membership in New Jersey.
11. Through collective bargaining, CWA improves terms and conditions of work for its membership. Included in those terms and conditions of work are wages, health benefits, pensions, sick, vacation, bereavement and other types of leave, non-discrimination language, job security, among many other terms and conditions of employment.

12. CWA represents workers of diverse backgrounds, including gay and lesbian persons. Many CWA members are in same-sex relationships and many of them are united through civil unions.
13. One significant goal of collective bargaining is to foster equality among union members at work. In fact, unions have a legal duty to represent their members equally.
14. Because same-sex couples may not be married in this State, CWA negotiates terms of employment for its members engaged in civil unions because employers, in both the private and public sectors, do not know or understand what a civil union is, or what it means.
15. Unions negotiate initial agreements with employers. When the contracts expire, the unions negotiate successor agreements. Most CWA collective bargaining agreements have been in existence for many years and use language which reflects traditional marriage - wife, husband, spouse, mother-in-law, father-in-law etc.
16. Because same-sex couples may not be married in this State, the traditional language that is in most union contracts does not appear to be applicable to same sex couples in civil unions.

17. I have found that some employers do not understand what a civil union is. They do not automatically assume that the provisions in the contract that apply to workers who are married, apply to workers who are in civil unions.
18. The result of this confusion is inequality in the workplace. While numerous advantages are bestowed upon married members, CWA finds that it must negotiate contract terms that include civil union partners as a separate class of people.
19. Most CWA contracts contain provisions for sick leave. Under some existing contracts, sick leave may be taken for several reasons including an illness or injury of "a family member who resides in the employee's household."
20. Attached hereto as Exhibit A¹ is a true and correct copy of the sick leave provisions of the collective bargaining agreement between CWA and the ARC of Essex County.
21. Other contracts provide that sick leave may be taken for attendance of an employee upon an ill member of his or her "immediate" family. When employers look up the definition of immediate family, they do not find civil union partner - they find husband or wife or spouse. This

¹ Because most CWA collective bargaining agreements are voluminous, only the relevant provisions are attached as exhibits.

creates conflict at the workplace, disadvantages and stigmatizes gay and lesbian workers, and puts shop stewards - the union's worksite representatives - in the impossible position of explaining the Civil Union law to management.

22. Attached hereto are true and correct copies of the sick leave provisions of the collective bargaining agreements between: CWA and the Training School at Vineland, Exhibit B; sick leave provisions of the collective bargaining agreement between CWA and the County of Essex Clerical Unit, Exhibit C; sick leave provisions of the collective bargaining agreement between CWA and the Ocean City Free Public Library, Exhibit D; sick leave provisions of the collective bargaining agreement between CWA and the Passaic County Board of Social Services, Exhibit E.

23. While the New Jersey Family Leave Act covers civil union partners for the purposes of workers taking leave to care for a partner if they suffer from a serious health condition, it is unclear whether workers are entitled to leave to care for other relatives of a civil union partner where it is clear that married workers are entitled to such leave.

24. To be sure that CWA members in civil unions are treated the same as married couples CWA has to negotiate

additional leave of absence policies in their contracts to cover members in civil unions if they need to take leave from work to care for their civil union partner, civil union partner's child or parent to make sure its members are subject to the same leave policies.

25. Attached hereto are true and correct copies of the sick leave provisions of the collective bargaining agreements between: CWA and Gloucester County, Exhibit F; CWA and Mt. Laurel Township, Exhibit G; CWA and Somerset County, Exhibit H; CWA and the New Jersey Housing, Mortgage and Finance Agency, Exhibit I.

26. Where employers are exempt from the Family Leave Act, some do not interpret the term spouse to include a civil union partner. Thus, to provide equal benefits for family leave, CWA has to negotiate additional leave of absence policies in their contracts to cover members in civil unions if they need to take leave from work to care for a civil union partner.

27. The matter is further complicated when a child or a parent of a worker's civil union partner suffers from a serious health condition. Since it is unclear whether the child or parent is considered the member's step-child or parent-in-law under the definitions included in the Family Leave Act and its supporting regulations, union members may

not be entitled to the same leave policy to care for those relatives when necessary.

28. Absenteeism is a frequent basis for disciplinary action among the workers represented by CWA in New Jersey. Where the Union contract provides for members who are married to use leave and exercise rights under the contract or under the FLA, those members have broader protection for absences than members who are in civil unions.
29. CWA faces the same situation for other types of leave. The matter becomes further complicated when a member in a civil union is faced with the loss of a family member triggering the use of bereavement leave. It is unquestioned that a married member may use bereavement leave after the death of a mother-in-law, father-in-law or other categories of spousal relatives covered by bereavement leave provisions. It is not so clear when the decedent is a member of the civil union partner's family.
30. For example, the bereavement leave provisions of the CWA contract with Bergen's Promise, a care management organization, provide that leave may be taken when a member of a worker's immediate family dies. The definition of immediate family includes "mother, father, grandmother, grandfather, stepmother, stepfather, parent-in-laws, child,

foster child, step child, sister, brother grandchild, husband, wife, life or domestic partner."

31. Attached hereto as Exhibit J is a true and correct copy of the bereavement leave provision of the contract between CWA and Bergen's Promise.
32. When the life or domestic partner's mother, father, child or grandchild passes, employers may question their relationship to the worker, whereas in the case of a married couple, there is no question. In fact, the Passaic County Board of Social Services has required workers to produce obituaries that include an explanation of their relationship with the deceased in order to approve the use of bereavement leave for members in civil unions.
33. Other examples include contracts where the definition of a worker's immediate family member, for the purposes of bereavement leave, does not include a life or domestic partner, but rather a "spouse" or "husband or wife." Other provisions include relatives such as parent-in laws, son-in-law, sister-in-law, brother-in-law, niece and nephew, raising questions of whether a worker is entitled to take bereavement leave if a civil union partner's parent, child, sibling, niece or nephew passes.
34. Attached hereto are true and correct copies of the bereavement leave provisions of the contract between CWA

and the Ocean City Library, Exhibit D; bereavement leave provisions of the contract between CWA and Jersey City Employment and Training Program, Exhibit K; bereavement leave provisions of the contract between CWA and the Training School at Vineland, Exhibit B; bereavement leave provisions of the contract between CWA and the Township of East Windsor, Exhibit L; bereavement leave provisions of the contract between CWA and the ARC of Atlantic County, Exhibit M; bereavement leave provisions of the agreement between CWA and Confidence Management Systems, Inc., Exhibit N; bereavement leave provisions of the agreement between CWA and CARING, Inc., Exhibit O.

35. It is my belief that to ensure equal leave time to gay and lesbian members, CWA needs to negotiate language as to the definition of "immediate family" to include "mother of a worker's civil union partner," "father of a worker's civil union partner" etc.

36. Because collective bargaining agreements are typically in effect for several years, even if successful, it will take years for CWA to negotiate terms that include civil union partners in every area of a contract where the terminology is relevant.

37. Similar problems arise with respect to the provision of health insurance benefits. For example, some CWA

agreements include provisions for health insurance for employees and dependents, others provide for employees and their "families," or employees and their spouse, husband, wife, immediate family or eligible dependents.

38. Attached hereto are true and correct copies of the health benefits language included in the agreement between CWA and ABC Group Home, Exhibit P; health benefits provisions included in the agreement between CWA and the ARC of Atlantic County, Exhibit M; health insurance provisions of the agreement between CWA and The Children's Home Society of New Jersey, Exhibit Q; health insurance provisions of the agreement between CWA and CARING, Inc. Exhibit O.

39. Some employers and insurance companies do not interpret the words "spouse," "family," "immediate family," "husband," or "wife" to include a civil union partner with regard to health insurance.

40. Civil Union partners are particularly vulnerable to a denial of health insurance where the insurance policy is governed by ERISA.

41. I have negotiated contracts where the Union has put language across the table to include Civil Union couples or Domestic Partners as covered under health benefits. On more than one occasion the Employer argued that the Union

was increasing the cost of health benefits because he believed that we were extending coverage to another class of worker.

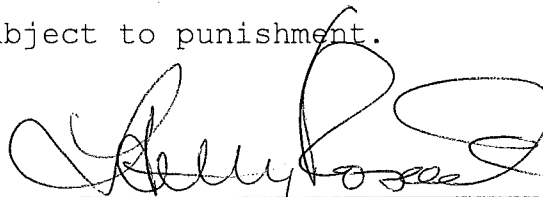
42. Due to the rising cost of healthcare, health insurance is often the most contentious issue to negotiate in collective bargaining agreements. Extending healthcare coverage to otherwise uncovered classes of workers is nearly impossible in this environment. However, if same sex couples were allowed to marry in New Jersey, current CWA language in contracts referring to husband, wife or spouse would apply and the employer would provide health benefits to those couples.

43. Where CWA has not been able to add this distinct class of worker to the health benefits provisions of its agreements, it requires that CWA give up that demand or make other concessions. In doing so the Union is put in the impossible position of not being able to negotiate equal benefits for its members. This may lead to division and demoralization within the bargaining unit because employees working side-by-side may be subject to different benefits.

44. Given all of the above, it is clear that the Civil Union Act has contributed to confusion, inequality and divisiveness in the workplace. The law places the Union in the position of having to negotiate an addition of benefits

for some, while giving up a benefit for all in order to
achieve its duty of equal representation of all its
members.

I hereby certify that the foregoing statements made by are true, I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

A handwritten signature in black ink, appearing to read 'Hetty Rosenstein', written over a horizontal line.

Hetty Rosenstein
CWA New Jersey Director

Dated: April 21, 2010

EXHIBIT A

Section 4. Rehires, Transfers or Changes In Status

a. Employees who are rehired or transfer to regular status from substitute or casual status will be treated as New Employees.

b. If employees receive a permanent change in their regular work week schedule that results in an increase or decrease in weekly hours worked, they will also receive a proportional increase or decrease (as set forth in Section 3) in their available personal time benefits. Any decrease in personal time benefits as a result of a permanent reduction in scheduled weekly hours will take effect on January 1 of the following year.

Section 5. Restrictions Applicable to All Personal Time Benefits.

a. Employees are not entitled to be paid for unused personal time during the course of employment or upon resignation or separation, regardless of the reason for separation.

b. Requests for personal time must be submitted in writing to the employee's supervisor at least one (1) day in advance. Requests will be evaluated based upon various factors, including anticipated operating requirements, staff considerations during the proposed period of absence, and are subject to approval by the Executive Director or designee.

c. Personal time may be taken in increments of one-half (1/2) hour.

d. Personal time must be used in the calendar year in which it is awarded and cannot be carried over into the next calendar year.

ARTICLE 23 - SICK LEAVE BENEFITS

Section 1. Paid sick leave benefits are available to employees: (a) whose regular work schedule is ten (10) hours or more per week, except substitutes, and (b) who have successfully completed the "Introductory Period" (as defined in Article 20, Sec. 1). Sick leave benefits are computed based on a "work week" defined herein as the number of regularly scheduled shift hours between 12:01 a.m. Saturday and midnight the following Friday.

Section 2. New Employees. The following sick leave benefits are available to New Employees following the completion of the Introductory Period:

a. Full-time employees (whose regular work schedule is 30 or more hours per week) hired between January 1 and July 31 shall receive the equivalent of three-fifths (60%) of the number of hours of the employee's regularly scheduled work week.

b. Part-time employees (whose regular work schedule is between 20 and 29

hours per week) hired between January 1 and July 31 shall receive the equivalent of two-fifths (40%) of the number of hours of the employee's regularly scheduled work week.

c. Part-time employees (whose regular work schedule is between 10 and 19 hours per week) hired between January 1 and July 31 shall receive the equivalent of one-fifth (20%) of the number of hours of the employee's regularly scheduled work week.

d. The following employees shall not be entitled to sick leave benefits during their calendar year of hire: (i) employees hired on or after August 1; and (ii) employees hired prior to August 1 who have not completed the Introductory Period prior to December 1. These employees shall become eligible for sick time as regular employees (Section 3) in the next calendar year upon completion of the Introductory Period.

e. New Employees must use sick leave in the calendar year it is awarded and cannot trade in unused sick leave or carry it over to the next calendar year.

Section 3. Regular Employees. Regular employees who are actively at work and are not subject to the New Employee requirements in Section 2, shall receive the following sick leave benefits at the commencement of each calendar year:

a. Full-time employees (whose regular work schedule is 30 or more hours per week) shall receive sick leave in the amount of 2.5 times the number of hours of the employee's regularly scheduled work week hours.

b. Part-time employees (whose regular work schedule is between 20 and 29 hours per week) shall receive sick leave in the amount of 1.5 times the number of hours of the employee's regularly scheduled work week hours.

c. Part-time employees (whose regular work schedule is between 10 and 19 hours per week) shall receive sick leave in the amount of one (1) times their regularly scheduled work week hours.

d. A regular employee may carry over unused sick time up to a maximum of one-half of their annual sick leave time allotment to the next calendar year. The carryover is not cumulative.

e. Unused Sick Days "Trade-In" Incentive:

- (i) In order to provide an incentive to staff to reduce the utilization of sick leave, regular employees are allowed to "trade-in" a percentage of unused sick leave benefits in any given calendar year for special merit hours to use in the next year. For every 25% block of the annual sick time allotted, the employee will be granted

one-fifth (20%) of his or her regularly scheduled work week, up to a maximum of four-fifths (80%) of his or her regularly scheduled work week. Example: A regular full-time employee scheduled to work 40 hours per week is entitled to receive 100 hours of sick time per year. For every 25 hours of unused sick time that this individual trades in, he/she will receive 8 special merit hours to be used as additional Personal Time. The trade-in must occur in the 25% blocks indicated above.

- (ii) Application for "trade in" must be made in writing to the Employee Benefits Administrator before January 15th and the merit days earned and awarded must be used before July 1 of the year in which it has been granted.

Section 4. Rehires, Transfers or Changes In Status

a. Employees who are rehired or transfer to regular status from substitute or casual status will be treated as New Employees.

b. If employees receive a permanent change in their regular work week schedule that results in an increase or decrease in weekly hours worked, they will also receive a proportional increase or decrease (as set forth in Section 3) in their available sick leave benefits. Any decrease in sick leave benefits as a result of a permanent reduction in scheduled weekly hours will take effect on January 1 of the following year.

Section 5. Conditions Applicable to All Sick Leave Benefits.

a. Sick time may be used in increments of one-half (1/2) hour.

b. Employees may use sick leave benefits for an absence due to an illness or injury sustained by the employee or a family member who resides in the employee's household.

c. Employees must report any contagious disease they have contracted which has required the utilization of sick time benefits to their supervisor at the earliest possible time.

d. Sick leave benefits are intended to provide income protection in the event of an actual illness or injury. Unused sick leave benefits cannot be used for any other paid or unpaid absence such as vacation, and will not be paid at the time of resignation, termination of employment for any reason, or retirement. Inappropriate use of sick time benefits will result in disciplinary action.

e. If an employee is absent for three (3) or more consecutive days due to illness or injury, a physician's statement may be required verifying the nature of the illness and the beginning and expected ending dates.

f. If paid sick time is requested for an absence immediately preceding or following a holiday, an approved personal day, or approved vacation leave, a physician's statement may also be required.

ARTICLE 24 - BEREAVEMENT LEAVE

Section 1. Regular full-time and part-time employees may receive up to three (3) work shift days of paid bereavement leave in the event of a death in the employee's immediate family, provided the employee has successfully completed the Introductory Period (as defined in Art. 20, Sec. 1). Substitutes are not eligible for this benefit.

Section 2. "Immediate family" is defined as an employee's blood relative or member of the employee's household as follows: the employee's spouse, children (including stepchildren), parents (including stepparents), siblings, grandparents, grandchildren, or in-laws (mother, father, brother, sister, son or daughter-in-law).

Section 3. Bereavement leave is subject to approval and will generally be granted in the week following the bereavement event absent unusual operating requirements. Any employee may, with the supervisor's approval, use any available vacation or personal time for additional time off as necessary.

Section 4. Bereavement leave benefits are based on a "shift day" computed based on the base pay that the employee would otherwise have earned had the employee worked on the day of absence.

Section 5. Bereavement leave is limited to three (3) occurrences each calendar year.

Section 6. Employees who are rehired or transferred from substitute or casual to regular status shall be treated as New Employees and must successfully complete the Introductory Period in order to receive bereavement leave benefits.

ARTICLE 25 - JURY DUTY

Section 1. Paid jury duty leave for county, state or federal jury duty service is available to all employees, except substitutes, after they have successfully completed the Introductory Period (as defined in Art. 20, Sec. 1).

Section 2. Eligible employees may receive a maximum paid jury duty leave not to exceed the equivalent of four (4) times the employee's regular work week hours during each calendar year. Jury duty pay will be calculated based on the employee's regular hourly base pay rate times the number of hours the employee would otherwise have worked on the day of absence. If an employee is required to serve jury duty beyond the period of paid jury duty leave, the employee may use any available paid

EXHIBIT B

ARTICLE 11
Sick Leave

1. The Employer agrees to provide sick pay to full time employees too disabled to work due to occupational or non-occupational illness or injury. Sick leave may also be used for short periods for attendance of an employee upon a member of his or her immediate family who is ill.
2. Full-time employees shall accrue sick leave at one-half (1/2) day per month of active employment during the fiscal year, except for July and August where they accrue one (1) day after completion for the probationary period set forth in the probationary Employees Article.
3. New full-time employees shall receive leave on a pro-rata basis after completion of the probationary period. However, if the employee separates prior to accruing sick time taken, the Employer may recoup all sick time taken, in excess of the amount accrued. The Employer may, if necessary, adjust payment due to the full time employee in order to comply with this paragraph on a retroactive basis.
4. No sick leave shall be payable to any employee to the extent that the employee receives payment for disability or sickness from any other source. The Employer may, if necessary, adjust payments due the employee in order to comply with this paragraph on a retroactive basis.
5. Employees may be required to submit medical certification for absence of three (3) or more consecutive workdays. The Employer may require medical certification for absences of less than three (3) workdays, provided that abuse of sick time is suspected.
6. Full-time employees who have taken two (2) or less sick days in a fiscal year shall receive a \$100 cash incentive in the paycheck for the first full pay period of the succeeding fiscal year. Unused accrued sick time may be carried over into a subsequent fiscal year with a maximum accrual of sixty (60) days. Upon termination or resignation, full time employees will be paid for unused sick time at the rate of one-half (1/2) day for each unused sick day.
7. The Training School shall provide written notification of accrued sick leave balance on a quarterly basis.

ARTICLE 14
Personal Leave

1. The Employer may, in its discretion, grant unpaid personal time to any employee with one or more years of service. If the Employer grants a personal leave, the employee shall be entitled to return to their position, prior to the personal leave, including same position, shift and work site. No leave of absence shall ever exceed six (6) months in one (1) year period of time.

ARTICLE 15
Bereavement Leave

1. In the event of death of the following specific persons designated as immediate family, full-time employees shall be allowed a maximum of three (3) workdays off with pay, immediately following such death. For purposes of this Article such bereavement pay shall be made in cases of death of the full-time employee's husband, wife, father, mother, son, daughter, brother, sister, grandson, granddaughter, grandmother, grandfather, father-in-law or mother-in-law.

2. In the event of death of the following specific persons designated as near relatives, there shall be allowed a maximum of one (1) workday with pay on the day of the funeral, provided the employee attends the funeral. Such one (1) day bereavement pay shall be made in cases of the death of the employee's uncle, aunt, nephew, niece, brother-in-law and sister-in-law. The Employer may require proof of attendance at the funeral as a condition of granting the benefits of this paragraph.

3. If a Substitute is scheduled to work during the bereavement period, as provided in the above section of this Article, the employee shall be compensated under this Article for the number of days scheduled.

EXHIBIT C

8. Deceased Employees – Whenever any employee in the classified service dies, payment shall be made to the estate of such deceased employee for all earned and unused vacation leave based on the last approved compensation rate for the deceased employee.

9. If law or regulation is changed concerning the maximum number of vacation days permitted, then the County agrees to discuss an increase of vacation days with the Union within thirty (30) days of such request.

ARTICLE X. SICK LEAVE

1. Sick leave is defined as a required absence from work due to a personal illness, injury, pregnancy disability, exposure to contagious disease, or required attendance upon a member of the employee's immediate family who is seriously ill.

2. A physician's certificate may be required where duration of illness is five (5) consecutive working days or more for a single period, and in other situations provided for under the Rules and Regulations issued by the New Jersey Department of Personnel.

3. Seasonal employees are not eligible for sick leave.

4. Absences of five (5) consecutive working days without notice or Agency approval may be cause for discipline or dismissal.

5. Employees will accumulate sick leave privilege on the basis of one (1) day per month of service or major fraction thereof during the remainder of the first calendar year of employment, and fifteen (15) days annually thereafter. Employees may be credited with fifteen (15) working days sick leave at the beginning of the calendar year and may be permitted to use sick leave for reasons defined above and in accordance with established County policy. The unused portion of sick leave will be accumulated without limit. Employees resigning or terminating their services with the County Welfare

Division shall be permitted to use only that sick leave for the reasons defined above which has been earned and accumulated up to the date of termination on a prorated basis.

6. Sick leave for absences of long duration (in excess of two (2) weeks) must be requested by the employee in writing to his/her immediate supervisor on the County-approved form. This request must be accompanied by a written and signed statement by a physician prescribing the sick leave, specifying the approximate duration of incapacity and giving the reasons for the sick leave.

7. In all cases of illness, whether of short or long duration, the employee is required to notify his/her immediate supervisor or their superior of the reason for the absence at the starting time or no later than thirty (30) minutes past their starting time, on the first day of absence. If the duration of absence exceeds two (2) days it will be necessary to report every third day.

8. An employee who fails to report to work when scheduled and fails to notify his immediate supervisor of the intended absence, may not be paid for the absence.

ARTICLE XI. FAMILY LEAVE ACT.

EXHIBIT D

closed for any reason. Notwithstanding the provisions of this paragraph 1, in the event the Library closes due to extraordinary circumstances, such as construction, renovation, or the declaration of a state of emergency in the City of Ocean City, the Board of Trustees agrees to make every effort to offer make-up time to those employees who were scheduled to work on that day, if such make-up time is available.

2: No part-time employee shall be scheduled to work more than 1,456 hours per calendar year.

B. Overtime:

1. Overtime shall be paid to employees in accordance with the provisions of the United States Fair Labor Standards Act.

ARTICLE XII
LEAVES OF ABSENCE

A. Leave of Absence Without Pay - A leave of absence without pay may be granted by the Library for emergency situations, or other valid reasons, by the Library and approved by the Director in accordance with current Library rules and/or New Jersey Department of Personnel rules.

1. Periods of absence shall not exceed one hundred twenty (120) days at any one time. Such leaves may be renewed for an additional thirty (30) days by the Director through the appointing authority with the approval by the Board of Trustees. No further renewal or extension may be granted except upon request by the Director and written approval by the Library Board of Trustees in accordance with the Department of Personnel rules.

2. Leaves of absence shall be requested by the employee in writing at least 30 days (if possible) prior to requested commencement date. A written response from the Library Board of Trustees and/or its representative shall be provided within ten (10) working days after submission of the request.

3. Requests for leave may be denied at the discretion of the Director. The grant of a request for leave of absence on one or more occasions shall not obligate the Director to grant such a request on any subsequent occasion. The Library will attempt to return employees to the same schedule and the same position upon return from an approved leave of absence but the employee shall not be guaranteed such position or schedule.

4. Any individual who discontinues working for in excess of thirty (30) consecutive days, other than for leaves of absence granted under this Article or under the Federal Family and Medical Leave Act or the New Jersey Family Leave Act, if applicable, or military leave in accordance with Federal and State statutes, shall be deemed to have resigned their position. Said individuals may reapply for employment in the future and will be considered along with any other applicants. At the time the employee commences the leave, the employee must notify the Director in writing if the employee intends to take a thirty (30) day leave and must state in the writing that the employee's failure to return at the end of the thirty (30) day leave shall be considered a resignation in good standing. (See Form of Request attached as Exhibit A)

B. Bereavement Leave - Unpaid bereavement leave shall be granted to employees, for the following incidents:

1. Death in the immediate family*- five calendar days.

Death of an aunt or uncle - one calendar day.

*Immediate family shall consist of wife, husband, child, mother, father, stepchild, guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, sister-in-law, brother-in-law and spouse's grandparent, brother, sister, stepmother, stepfather, niece, and nephew.

2. Proper notification shall be given to the Director as soon as possible.
3. The Library will adjust the employee's schedule to allow the employee the desired leave and will, if requested by the employee and to the extent reasonably possible and subject to the rights of other employees, attempt to schedule additional hours in the weeks following the employee's return from bereavement leave in order to enable the employee to make up the hours lost while on leave.

C. Military Leave - Military leaves shall be granted in accordance with the law.

D. Personal Leave - Personal leave of one unpaid day per calendar year shall be granted by the Director to an employee to attend to his/her personal business, provided the employee notifies the Library at least one week prior to the intended date of the leave. The Library will attempt to schedule additional hours for the employee in order to enable the employee to make up the work hours lost by the employee while on leave. Said time may be used for emergencies, religious holidays, or personal matters. A personal day may be taken at any time, with the required notice, provided there is no scheduling conflict. A scheduling conflict shall mean any time the Library would have to compensate someone at a premium time to give the employee the day off. Any conflict may be resolved on the basis of seniority within the titles of the represented employees.

F. Pregnancy Disability Leave

1. An employee may request and be granted pregnancy-disability leave under the same terms and conditions as all other leaves without pay. The appointing authority may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.
2. An employee may use accrued leave time for pregnancy-disability purposes, but shall not be required to exhaust accrued leave before taking a

leave without pay. However, the employee must exhaust all accrued sick leave.

G. Sick Leave

1. Service Credit for Sick Leave- All employees shall be entitled to sick leave with pay.

2. (a) During the first year of employment only, an employee shall be entitled to and accrue three (3) minutes of sick time for every hour actually worked by the employee. Thereafter, an employee shall be entitled to and accrue three and three quarter (3.75) minutes of sick time for every hour actually worked by the employee. The Library will provide employees with a statement of their accumulated sick leave upon request of the employee but not more frequently than on a monthly basis.

(b) Any amount of sick leave allowance not used or cashed in in any calendar year shall accumulate to the employee's credit from year to year, to be used if and when needed for sick leave.

3. Reporting of Absence on Sick Leave

(a) An employee shall call in prior to the start of his/her shift in accordance with Library procedures. In the event an employee is unable, with good cause, to notify the Director or his/her designee prior to the start of his/her shift, a 15-minute grace period will be provided. Extenuating circumstances shall be given fair consideration.

(b) Failure to so notify the Director or his/her designee may be cause for denial of the use of sick leave for that absence and may constitute cause for disciplinary action.

(c) Absence without notice for 5 consecutive scheduled days may constitute a resignation not in good standing.

4. Verification of Sick Leave

(a) An employee who has been absent on sick leave for 5 or more consecutive days may be required to submit acceptable medical evidence substantiating the illness.

(1) An employee who has been absent on sick leave for periods totaling more than 15 days in one calendar year consisting of periods of less than five days shall have his/her sick leave record reviewed by the Director and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year.

In cases where an illness is of a chronic or recurring nature causing repeated absences of one day or less, only one submission of such proof shall be necessary for a period of six months.

(2) The Library may require proof of illness of an employee on sick leave, whenever there appears to be abuse. Abuse of sick leave shall be cause for disciplinary action.

(3) The Union further acknowledges that the Library, through its Director or his/her designee, may adopt such sick leave verification policies to control sick leave abuses as it may deem necessary. A copy of said policy shall be given to the Union 20 days prior to its implementation.

(b) In case of sick leave due to exposure to contagious disease, a certification from the Department of Health shall be required.

5. Medical Verification- The Library may require an employee who has been absent because of personal illness, as a condition of his/her return to duty, to be examined at the expense of the

Library by a New Jersey Board-certified physician designated by the Library. In the Library's sole discretion, the Director may make reasonable accommodation of an employee's choice of doctors in matters of unique personal illness. Such examination shall establish whether the employee is capable of performing his/her normal duties, and that his/her return will not jeopardize the health of other employees.

6. Use of Sick Leave - Employees shall be permitted to use any accumulated sick leave for:
 - a. Personal illness or injury
 - b. exposure to contagious disease
 - c. care, for a reasonable period of time, of a seriously ill member of the employee's immediate family; or
 - d. death in the employee's immediate family

7. Sick Leave Cash-in

Employees shall be permitted to cash-in up to one-half of any unused sick time which the employee has accumulated as of September 30 of each year. Employees must notify their supervisors no later than November 1 of each year if they elect to cash in sick leave. Sick leave which is cashed in shall be paid no later than December 15 of each year at the employee's rate of compensation at the time it is cashed in.

H. Vacation Leave -

1. Commencing with hours worked on or after January 1, 2005, employees shall accumulate vacation leave at the rate of 3.00 minutes for every hour actually worked. In recognition of continuous service, employees who work for in excess of 7,280 hours shall have their vacation entitlement increased based upon the following factors:

<u>Hours of Service</u>	<u>Accumulation Rate</u>
7,280	3.75 minutes/hour actually worked

EXHIBIT E

- a. First offense incurs a penalty of warning.
- b. Second offense incurs a penalty of an official reprimand.
- c. Third offense incurs a penalty of a one (1) day suspension.
- d. Fourth offense incurs a penalty of a two (2) day suspension.
- e. Fifth offense incurs a penalty of a three (3) day suspension.
- f. Sixth offense incurs a penalty of a five (5) day suspension.
- g. Seventh offense, such other penalty as may be appropriate up to, and including, termination.

An employee's record of unauthorized absences will expire at the end of the year.

- 3. The Director shall have the authority to waive the penalty for a specific occurrence of unauthorized absence and/or not have such occurrence count toward accumulation for progressive penalties. Such waiver is understood to be on a case-by-case basis and not deemed to establish a precedent. Exercise of discretion may be based upon any of the following:
 - a. Past violations/alleged violations of unauthorized absence.
 - b. Written statement of facts submitted by the employee, the employee's supervisor and/or administrator.
 - c. Employee's time and leave record for the previous two (2) years including lateness/early departure, unauthorized absence and sick leave utilization and accumulation.
 - d. Agency seniority.
 - e. Employee's personnel history for the previous two (2) years including evaluations, commendations and disciplinary actions.
- H. The Employer will continue to provide pregnancy disability leave in the same manner as leave for other disabilities is provided. In addition, the Employer will continue to allow child care leave, subject to approval by the Employer's Director and in accordance with statutes and New Jersey Department of Personnel rules and regulations.

ARTICLE X SICK LEAVE

- A. All employees, other than new employees, shall be credited with fifteen (15) working days sick leave at the beginning of the calendar year. All

new employees shall be credited with 15 working days sick leave, pro rata, with anticipated earned sick leave effective the 92nd day of employment. Employees may be permitted to use sick leave, which means the absence of an employee from duty because of illness, injury, disability, pregnancy disability, exposure to contagious disease, necessary attendance upon a member of the immediate family who is seriously ill, or death in the family, on the basis of and in accordance with established Employer policy, subject to the rules and regulations of the New Jersey Department of Personnel.

- B. Sick leave is earned pro rata over the course of the year but is credited in advance on January 1st in anticipation of continued employment for the full year. As such unearned sick time may be taken in advance subject to the right of the Employer to receive reimbursement if the employees employment is terminated prior to the end of the calendar year.
- C. Unused, earned sick leave shall accumulate from year to year.
- D. Sick leave of a duration of five (5) continuous days or greater shall require the employee to submit medical verification. Leaves of ten (10) consecutive days or greater shall require a written request for medical leave with a physicians medical form prescribing the leave and the reasons the sick leave is necessary.
- E. In all cases of illness, whether short or long term, the employee is required to notify his/her immediate supervisor on the first day of absence within two (2) hours of his/her designated start time. If the duration of the absence exceeds two days, it will be necessary to report on every third day. It shall be the responsibility of the Employer to establish procedures to permit employees the ability to meet their reporting responsibilities. Failure to report within the specified time frame may result in disciplinary action.
- F. Any employee who has used more than fifteen (15) sick days in a calendar year, or for whom there is reasonable cause to suspect abuse of sick leave, shall be required, beginning with the sixteenth (16th) day, or upon notice of suspected abuse, to submit a medical form within five (5) days upon return from each subsequent sick leave. For the purpose of this provision, sick leave of five (5) consecutive days or more shall be counted as one (1) day of absence toward the fifteen (15) day threshold.
- G. A pattern of excessive absenteeism may subject an employee to disciplinary action up to and including termination. For the purpose of this provision a medical leave of five (5) or more consecutive days shall be counted as one (1) day. Requests for accommodations may be made by an employee for chronic medical problems subject to verification of

the chronic medical condition and the Employer's ability to provide reasonable accommodations.

- H. In the event of early departure due to illness, the employees sick leave will be debited in one-half (1/2) hour increments.
- I. Workers Compensation Benefits shall be paid to employees who are temporarily disabled due to a condition covered by the Workers Compensation Law and shall receive the compensation/benefits required by law. In addition the Employer agrees to supplement such benefits so as to provide said employees with the equivalent of seventy percent (70%) of their regular salary during such period of temporary disability. This shall not be construed as prohibiting utilization of earned sick leave, which may be taken at the employee's sole discretion, in lieu of such benefits for all or a portion of such temporary disability.

ARTICLE XI HEALTH AND WELFARE

- A. The Employer shall provide health insurance benefits to all employees and their families under the present Passaic County self-insured plan which is agreed and specified to be equivalent to or better than the Blue Cross/Blue Shield PACE Program, together with Rider J and Major Medical, in effect on September 30, 1992, for all employees of the Employer, except that there shall be a deductible of two hundred dollars (\$200.00) per individual and four hundred (\$400.00) per family.
- B. In addition to the benefits specified above the Employer shall provide the following:
 - 1. A prescription drug plan with a deductible provision of zero dollars (\$0.00) for generic drugs, ten dollars (\$10.00) for non-generic drugs and zero dollars (\$0.00) for mail order program drugs per prescription for each renewal thereof, to all employees and their families under the Blue Cross Prescription Drug Program effective with 2006.
 - 2. Dental insurance, for the employee only, to all employees under the existing New Jersey Dental Health Delta Plan. Employees will have the option to purchase family dental coverage.
 - 3. The Employer will provide for a maximum reimbursement of two-hundred dollars (\$200.00) for optical expenses for the employee only, to all employees under the Employer's Self-Funded Optical Plan in any given year effective with 2006. Reimbursement is limited to the actual cost of the optical expenses incurred.

EXHIBIT F

ARTICLE 18 SICK LEAVE

18.1. Sick Leave Accrual. All full-time employees shall be entitled to paid sick leave as follows:

(a) During the first calendar month of employment, employees who are hired prior to the 16th day of the month will earn one (1) sick day; all others hired prior to the 24th day of the month will earn one-half ($\frac{1}{2}$) sick day.

(b) During the remainder of the first calendar year, each employee will earn one (1) sick day for each additional month of employment.

(c) Thereafter, each employee will be credited with 15 sick days at the beginning of each calendar year in anticipation of continued employment, to be earned at the rate of one and one-quarter ($1\frac{1}{4}$) days per month. Unused sick leave shall accumulate to the employee's credit from year to year. If an employee resigns or otherwise separates from employment, he or she will be liable for any paid sick leave which has been used in excess of the pro-rata entitlement for the year.

Sick leave for part-time employees shall be pro-rated.

18.2. Use of Sick Leave. Sick leave may be used in whole days or in increments of one-half hour, at the employee's regular rate of pay, in case of personal illness, accident, exposure to contagious disease, or on a short-term basis to care for a member of the employee's immediate family who is seriously ill. "Immediate family" shall consist of father, mother, step-father, step-mother, father-in-law, mother-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister, brother, step-sister, step-brother, sister-in-law, brother-in-law, son-in-law, daughter-in-law, legal ward or legal guardian, and any relative or domestic partner of the employee residing in the employee's household.

18.3. Reporting of Absence on Sick Leave.

(a) If an employee is absent for reasons that entitle the employee to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, except that Boiler Operators and employees at the Juvenile Detention Center and Communications Center must give notice one hour prior to the usual starting time. Employees at the County Store will be required to give two hours' notice. Failure to give the required notice shall be excused only for good cause.

(b) Failure by the employee without sufficient cause to give the required notice may result in denial of sick leave for absence and constitute cause for disciplinary action.

(c) Absence without notice for five (5) consecutive days shall constitute a resignation.

18.4. Medical Verification. Should medical evidence be required under the circumstances to verify illness for purposes of granting sick leave, the employee shall be given timely notice on a case-by-case basis. Although failure to produce medical verification shall not be considered a disciplinary offense *per se*, it is understood that such failure may result in denial of sick leave. Abuse of sick leave shall be cause for disciplinary action.

18.5. Substitution of Sick Leave. In the event an employee requires sick or bereavement leave while on an approved vacation or administrative leave, the employee shall be permitted to substitute such leave accordingly with appropriate verification.

18.6. Sick Leave Donation. Any employee who has suffered from a catastrophic illness or injury may receive sick leave voluntarily donated by fellow employees, subject to the following conditions:

(a) A catastrophic illness or injury shall be understood as a condition which requires a period of treatment or recuperation, as a result of which the employee has been unable to work for at least two months or is expected to be out of work for at least two months based on medical prognosis.

(b) An employee will be eligible to receive up to 90 days of donated sick leave, provided he or she has exhausted all accrued sick, vacation, and administrative leave.

(c) An employee may donate up to 5 sick days to another employee provided he or she retains a balance of at least 40 sick days. An employee may donate up to 10 days provided he or she retains a balance of 80 days, or up to 15 days with a balance of 120 days.

(d) Any donated sick days that remain unused by the recipient upon his or her return to work will be restored to the donor employees on a pro-rated basis.

(e) No employee shall be subject to coercion of any kind in connection with the donation of sick leave. Donations will be strictly confidential.

18.7. Buyback of Sick Leave. Any eligible employee with a sick leave balance in excess of 250 hours at the end of a calendar year may elect to cash out one-half of the excess, not to exceed 40 hours. This option must be exercised during the month of January in the succeeding year. Eligible employees shall be those who are employed in a job function that normally has weekend hours. If the employee and others performing the same function have a regular Monday-Friday workweek, the employee will not be deemed eligible.

ARTICLE 19 MISCELLANEOUS PAID LEAVE

19.1. Administrative Leave. Employees shall be allowed two (2) days off with pay annually for personal business, except that employees hired on or after July 1 shall be entitled to only one (1) administrative leave day in the first year of service. In addition, part-time employees who ordinarily work fewer than five days per week shall be entitled to only one administrative leave day per year. Except in cases of emergency, requests for administrative leave shall be submitted at least two (2) working days in advance to the appropriate department head. It is understood that in order to maintain sufficient service levels, management reserves the right to deny a request for administrative leave if services would be interrupted, hindered, or obstructed.

19.2. Emergency Excusals. In case of adverse weather or other emergency, the Employer may, at its discretion, excuse the employees from work without loss of pay.

(a) Employees who are required to work on such days while the rest of the work force is excused shall receive straight-time compensatory time off or cash at the option of the Employer for the time worked. Employees who are on leave or scheduled off in such cases shall not be entitled to any additional compensation as a result of emergency excusals.

(b) Employees who are not excused from work but are nonetheless prevented from getting to the job because of emergency conditions shall be permitted to use administrative leave, vacation, or compensatory time off, unless the Employer offers transportation to and from the job.

19.3. Jury Duty. Employees who are summoned for jury duty shall be excused from work without loss of pay for such time as may be needed. In the case of shift workers, paid time off shall

EXHIBIT G

absent without pay before and after a holiday, he/she shall not be paid for that particular holiday.

ARTICLE XIX
SICK LEAVE

A. Definition:

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and requires the presence of the employee. Immediate family is defined to include mother and father, mother and father-in-law, brother and sister, spouse, children or foster children, and grandmother and grandfather, including a person living in the household in a spousal relationship, or other relative living in the household of the employee.

B. Sick leave shall be accrued as follows:

1. During the remainder of the calendar year in which an employee is first appointed, that employee will accumulate sick leave on the basis of one (1) day per month of service, or major fraction thereof.
2. Starting with the second calendar year of employment, an employee shall be entitled to fifteen (15) days sick leave each calendar year on a cumulative basis. Sick leave is credited in advance at the beginning of the year in anticipation of continued employment for the full year and will be pro rated when employment is severed.
3. Part-time employees shall receive sick leave on a pro rated basis.
4. Sick leave may be utilized in hourly increments.
5. At the end of each calendar year, employees will receive a record of their sick leave.
6. Upon separation of employment by retirement only, from the Township, the employee shall receive a maximum of 30 (thirty) days of paid sick leave or paid 30% (thirty percent) of all accumulated sick leave whichever is less.

C. Each employee shall have the option to sell back to the Township up to ten (10) unused sick days per year valued at their current daily rate and/or equal to 100% subject to the following:

1. The employee must have at least fifteen (15) sick days remaining available for use as of December 31st after the days sold back are subtracted.
2. The sell back request must be submitted in writing to the Employer between December 1st and December 15th.
3. Only unused sick days from the current year's allotment are eligible to be sold back.
4. The Township shall make payment for sick days sold back no later than the third pay in January.

EXHIBIT H

Sick Leave

Policy

Section 1. General

- A. From time to time employees, their dependents, spouse, domestic partner, civil union partner or parents suffer illnesses or injuries which compel their absence from work. To encourage these employees to take proper care of themselves and their families, and to discourage coming to work with illnesses which could be complicated or which could be contagious to their fellow employees, and to meet their obligations for dependent, spousal or parental care, a system of paid sick leave hours for these short term disabilities has been established. Sick leave hours may be used only for personal illness, injury or pregnancy or for dependent, spouse, domestic partner, civil union partner or parental illness. For purposes of this policy, dependents include sons, daughters, step or half relation of a similar nature, son-in-law, daughter-in-law, or grandchild. Temporary employees shall not be entitled to sick leave days.
- B. For the purpose of this policy, the accrual period will be considered to be the calendar year.
- C. An employee who uses sick leave for a period of five consecutive working days or longer for themselves, dependents, spouse, domestic partner, civil union partner or parents shall be required to produce a written statement from their physician advising of the nature and extent of the illness or injury. Such an employee may also be required to produce periodic written statements from his/her physician advising of the nature, extent, and estimated duration of the illness, injury or pregnancy for themselves, dependents, spouse, domestic partner, civil union partner or parents. Since any such physician's statement is defined under HIPAA privacy regulations as protected health information (PHI), it should be forwarded to the Human Resources division where it will be placed in the employee's medical file, thereby ensuring the employee's privacy is maintained. Human Resources will review physician's statements and inform divisions if they are acceptable. An employee on sick leave for a period of five consecutive working days or longer may be, at any time, required to undergo a physical examination by a County-designated physician. The cost of any such exam shall be paid by the County. Employees shall submit a Statement of Fitness from their physician in order to return to work.
- D. An employee using sick leave for a period of less than five working days shall not normally be required to produce a doctor's statement, unless, in the judgment of the Division Head, there is a question of authorized usage.
- E. An employee using sick leave for a period of less than five working days and has used all earned sick leave shall be charged with Leave Without Pay.

Sick Leave

- F. Pregnancy is a disability which may require the employee to be absent from the job because of incapacitation. Sick Leave shall be used to cover absences due to incapacitation caused by pregnancy, childbirth and confinement. Any additional time off after the delivery and recuperation period shall be in the form of available vacation hours or Leave of Absence Without Pay as Family and Medical Leave.
- G. Sick leave is not intended to cover routine medical appointments. Employees may use Personal Leave for such appointments.
- H. Employees who take no Sick Leave and who attain perfect attendance for a calendar year shall be granted their birthday as a day off in the following year.

Section 2. Accrual of Sick Leave Days

- A. At the beginning of each calendar year, each full-time and part-time employee shall be credited with sick leave hours in accordance to the schedule below.

WEEKLY WORK HRS.	20	21	25	28	30	35	37 ½	40
Sick Leave Hours	48	51	60	68	72	84	90	96

Section 3. Sick Leave Accrual During Remainder of First Calendar Year of Service

- A. Full-time or part-time employees shall earn sick leave up to 8 hours for each full month of service during the remainder of the calendar year in which hired in accordance to the following chart.

WEEKLY WORK HOURS	20	21	25	28	30	35	37 ½	40
Monthly Earning of Sick Leave in Remaining Calendar Year	4	7	5	7	6	7	7 ½	8

- B. For the purpose of this policy, all employees hired on or before the 15th of a given month shall earn sick leave time at the end of said month.
- C. During the remainder of the calendar year in which employed, employees may use sick leave hours only as earned. Any additional absences shall be charged to Leave without Pay.

Sick Leave

Section 4. Accumulation of Sick Leave

- A. Effective January 1, 2008, full-time employees may accumulate unused sick leave hours from year to year.
- B. Employees may also participate in the donated leave program by donating hours each calendar year to the bank.

Section 5. Payment for Accumulated Sick Leave

- A. Payment for accumulated sick leave applies only to sick time accumulated prior to January 1, 2008. This is referred to as the "2007 Sick Bank".
- B. When an employee resigns in good standing or is terminated through no fault of his/her own after ten years or more service with the County, the employee shall receive payment for one-third of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay. If, after computing one-third of an employee's accumulation of unused 2007 Sick Bank hours, there is less than one-half hour remaining, the employee shall not receive credit for this.
- C. An employee who resigns not in good standing or who is discharged as a result of disciplinary action shall not receive payment for any accumulation of unused sick leave hours in their 2007 Sick Bank, regardless of his/her number of years of service with the County.
- D. When an employee retires, the employee shall receive payment for one-half of his/her accumulation of unused sick leave hours in their 2007 Sick Bank, payable at their 2007 rate of pay, regardless of the number of years of service the employee had with the County.

Procedure

Section 1. Notification of Sick Leave Use

- A. An employee must notify his/her Division Head no later than the start of their regularly scheduled work day if they or a family member are ill and find it necessary to use sick leave hours. It shall also be the responsibility of these employees to notify their Division Head daily if the illness or disability continues for longer than one day.
- B. In cases of planned disabilities such as surgery or pregnancy, it shall be the employee's responsibility to notify the Division Head of the planned absence and submit to the Benefits Specialist a doctor's certificate with a prognosis, dates of anticipated duration of the disability and an expected return to work date; and a request of the type(s) of leave to be used to cover the disability. To ensure an employee's privacy is maintained, procedures

Sick Leave

outlined in Section 1C of the policy will be followed.

Section 2. Physician's Statement

In an instance where an employee shall be using sick leave hours for a period of five consecutive working days or longer, the employee must notify the Division Head and submit a written statement from the physician to the Benefits Specialist for review and placement in the employee's medical file. In other instances when the physician submits statements, such statement shall also be forwarded to Human Resources for placement in the employee's medical file. To ensure an employee's privacy is maintained, procedures outlined in Section 1C of the policy will be followed. Written statements shall consist of a diagnosis and prognosis of the illness, injury or pregnancy; extent and estimated duration of same. A statement of fitness to return to work shall also be required for any employee illness of five or more consecutive working days.

Section 3. Physical Examinations

If an employee is required to undergo a physical examination by a County-designated physician, the appointment shall be arranged through Human Resources and the employee shall be notified by that office. Any such exam shall be paid by the County.

Section 4. Recording Sick Leave Use

- A. Each day all timekeepers shall record any employee using sick day leave on the County's automated timekeeping system.
- B. Each pay period all Division/Department Heads shall approve all daily sick leave timekeeping transactions as noted in Section 3A of the procedures by submitting their automated timekeeping records to Payroll.
- C. The Division of Human Resources shall maintain a computerized record of leave balances on each employee for each year via the automated timekeeping system, and shall monitor any sick leave time that the employee has taken with the timekeeper. At the end of each calendar year, the number of sick leave hours not used the previous year will appear as the "Beginning Balance" on the following year's computerized attendance record which can be seen on the timekeepers computer screen. A record of all Sick Leave used by employees shall be maintained on the County automated timekeeping system.
- D. Upon completion of the updated computerized records Human Resources shall notify the Division Heads of employees with perfect attendance of their eligibility to take their birthdays off. This time shall be counted as time worked in the calculation for overtime.

EXHIBIT I

ARTICLE 28

SICK LEAVE

A. Eligibility

1. Paid sick leave is an employee benefit provided to all regular, full-time employees who are unable to perform their duties due to one of the following reasons: (a) the employee's own injury or illness, (b) the employee is receiving professional medical care, (c) the employee has a medical or dental appointment, or (d) to care for the employee's ill spouse/domestic partner (as defined in the Domestic Partnership Act), child or parent. Sick leave can be taken in hourly increments.
2. Paid sick leave may also be used as funeral and/or bereavement leave for up to three (3) consecutive working days off with pay. This leave is intended to compensate employees who must be absent to actually attend the funeral of a relative or domestic partner (as defined in the Domestic Partnership Act). The Executive Director or designee may grant longer periods if requested by the employee and such requests will not be unreasonably withheld.
3. Paid sick leave cannot be used when an employee chooses to be absent from work due to inclement weather. An employee must use vacation or personal leave for such absences.
4. Taking sick leave under false pretenses is a violation of trust that is subject to disciplinary action.

B. Notification

1. Employees are required to give their Supervisor advance notice that they will be taking sick leave for one of the purposes set forth in Section A, above. The notice shall include the probable start date and duration of the absence.

Advance notice shall be defined as providing notice prior to the scheduled starting time for the work day for which sick leave will be used. If a sudden illness makes it impossible for an employee to request sick leave before the workday begins, the employee must notify the supervisor or designee within one hour of the start of the workday. If an employee is too ill to make a telephone call, a relative or other responsible individual may place the call. Employees must keep their supervisor advised of any changes to their planned schedule of absence. Failure to follow this procedure may result in an unauthorized absence without pay and a recommendation for disciplinary action.

2. Any employee requesting sick leave for five or more consecutive scheduled work days must provide the appropriate Health Care Provider's Certification within eighteen (18) calendar days from the onset of the absence. If the Health Care Provider's Certification is not received within this time period the employee will be in no pay status and subject to disciplinary action.
3. An employee that has an unexcused absence of five (5) or more consecutive scheduled workdays shall, in the sole discretion of HMFA, be deemed to have resigned.

C. Available Leave

1. Full-time regular employees will be credited on January 1 of each year with fifteen (15) sick leave days in anticipation of continued employment.
2. New hires will receive sick leave as set forth below for the first month of hire, depending upon their actual date of hire:

Hire date 1st through 8th of the month - 1 day
Hire date 9th through 23rd of the month - one half (1/2) day
Hire date 24th through 31st of the month - No time

For the remainder of the first calendar year of employment, new hires will accrue sick leave at a rate of one (1.00) sick day per month.

EXHIBIT J

ARTICLE 13 - VACATION, SICK, PERSONAL LEAVES

A. Personal Leave

All full-time employees covered by this Agreement are entitled to four (4) personal days per year. During the first calendar year of employment, employees shall accrue personal days on a pro rata basis. Personal days cannot be accumulated or carried over to the following year.

B. Sick Days

1. All full-time employees covered by this Agreement are entitled to twelve (12) paid sick days per year, subject to submission of a doctor's note or other written verification from a healthcare professional if three (3) or more consecutive sick days are utilized by an employee. During each calendar year of employment, workers shall accrue 1 sick day a month. Sick days not utilized can be accumulated and carried over to the following year.
2. Part-time employees covered by this Agreement who work at least twenty (20) hours per week are entitled to paid Sick Days on a pro rata basis.

C. Vacation Leave

1. All full-time workers are entitled to three (3) weeks paid Vacation Leave, plus one additional week after five (5) years of employment. All requests for Vacation Leave are subject to prior approval by the Employer.
2. During the first calendar year of employment, workers shall accrue Vacation Leave on a pro rata basis each month. Thereafter, Vacation Leave shall be

credited at the beginning of the calendar year in anticipation of continued employment for the full year. Employees shall be entitled to accumulate and carry over no more than one (1) week of vacation time into the following year, and that week of vacation time must be utilized during the First Quarter of that following year.

D. Jury Duty

Workers shall be paid at regular salary while on jury duty for up to five (5) days, then must use vacation time and/or personal days.

E. Bereavement Leave

1. Bereavement leave of three (3) days with pay will be granted when a member of a worker's immediate family dies. For the purposes of this article, immediate family includes, mother, father, grandmother, grandfather, stepmother, stepfather, parent-in-laws, child, foster child, step child, sister, brother, grandchild, husband, wife, life or domestic partner. Workers may request to use any accumulated leave time if additional leave is necessary.
2. Workers are also allowed one (1) day off with pay for the day of the funeral for scheduled work time lost when there is a death of an aunt, uncle, niece or nephew.

E X H I B I T K

(c) Documentation.

(1) The Employer may require that an employee submit proof of illness, or that the employee undergo a medical examination, in order to substantiate their reason for sick leave.

(2) Employees who have called in sick for five (5) consecutive days are required to submit medical evidence substantiating the illness. Employees who fail to follow this requirement will lose one full salaried days pay for each day the note does not cover.

(3) Employees who do not have sufficient paid sick time available will be charged other accrued paid leave, i.e. vacation, personal days, for absences exceeding their allotted sick days. Employees absent without leave for five (5) days will be terminated.

ARTICLE 22 - BEREAVEMENT LEAVE

Section 1. All full-time non-probationary employees shall receive five (5) days off with pay, from the day of death until the day after the funeral, for a death in the employee's immediate family. Immediate family shall be defined as the employee's mother, father, son, daughter, sister, brother, husband, wife, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents, grandchildren, sister-in-law, and brother-in-law. Part-time employees are not eligible for paid bereavement leave.

Section 2. An employee shall be granted one (1) paid bereavement day, in the event of the death of the employee's aunt, uncle, niece or nephew, in order to attend the funeral.

Section 3. If a bereavement event occurs while the employee is on vacation, vacation leave may be changed to include or be replaced by bereavement leave.

Section 4. Employees are required to submit verification in order to receive bereavement leave.

ARTICLE 23 - JURY DUTY

Section 1. Full-time employees are entitled to paid jury duty leave for days in which they are required to perform jury duty. In order to receive jury duty leave pay, the employee must submit a receipt evidencing any payment received from the court.

Section 2. Upon being summoned for jury duty, employees will furnish a copy of the summons to the Fiscal Office and Internal Monitor. While attending jury duty, employees must make sure that their presence is recorded on a daily basis.

EXHIBIT L

ARTICLE 15 – BEREAVEMENT LEAVE

- A. In the event of a death in the immediate family, an employee, when scheduled to work, shall be granted up to one calendar week off with pay. The term "immediate family" includes an employee's parents, spouse, children, grandparents, siblings, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any other person living in the household of the employee.
- B. In the event of the death of an employee's aunt, uncle, niece, nephew, or cousin, an employee, when scheduled to work, shall be granted one day off with pay, plus two additional days if needed for long distance travel requiring an overnight stay.
- C. The Department Head may grant leave without pay for anyone else not included here.
- D. If additional time is required an employee may use accumulated sick or vacation time upon approval by the Department Head.
- E. An employee shall request bereavement leave from the Department Head at the earliest practicable time. The Department Head shall provide written notification to the Manager and Finance Director of the employee's leave.

EXHIBIT M

- g. Paid sick leave will not be granted for the day or shift immediately preceding or following a scheduled paid holiday or vacation day unless medical verification from a physician is submitted by the employee and attached to the time sheet where possible. However, verification must be submitted no later than the following pay period.

2. Sick Day Incentive Plan

At the end of each fiscal year regular full-time Residential Professional and all support staff who have worked the entire fiscal year will be eligible to receive payment for unused sick days in the following manner:

- a. If you have used no sick days, you may choose to be paid for 6 days and the remaining earned days will carry over into the next fiscal year.
- b. If you have used one or two sick days, you may choose to be paid for up to 4 days and the remaining earned days will carry over into the next fiscal year.
- c. If you use 3 or more sick days, all remaining days will be carried over into the next fiscal year.
- d. Payment shall be based on current rate of pay at time payment is made.

B. BEREAVEMENT LEAVE

Paid Bereavement Leave will be provided to regular staff members for immediate family members up to three days. Individual employees will consult with the Chief Executive Officer for allowances in each case. "Immediate Family" shall include; father, mother, husband, wife, brother, sister, son, daughter, grandparents, or other relative who is a member of the employee's household. One of the days of bereavement leave must be the actual day of the funeral.

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H. HOLIDAYS

1. Paid holiday time will be granted for the following holidays:

New Year's Day
 Martin Luther King's Birthday
 Washington's Birthday
 Independence Day
 Thanksgiving Day
 Day After Thanksgiving

Labor Day
 Columbus Day
 Good Friday
 Veteran's Day
 Memorial Day
 Christmas Day

2. If a recognized holiday falls on an employee's regular day off, an additional day off will be scheduled within the pay period. If scheduling problems preclude the granting of the alternate day such time may be carried to another pay period.
3. Requests for holiday time off must be submitted to the supervisor two weeks prior to the day requested. Such requests will be granted as staff coverage allows.
4. If you are scheduled to work on a recognized holiday and cannot be granted that day off because of staffing requirements, you will be granted another day off during the same pay period. If scheduling problems preclude the granting of the alternate day such time may be carried to the next pay period.
5. After one year of regular part-time employment, employees with a regular schedule of at least 20 hours a week shall be granted 4 hours of holiday time at a rate proportional to the full-time rate.
6. After one full year of service regular full-time employees will be granted their birthday off with pay. Employees must make arrangements with their supervisor at least one week in advance.

ARTICLE XVIII INSURANCE

During personnel orientation with the Human Resources Director, all full-time employees will receive complete insurance information including written description of the coverage, use of health insurance program, coverage effective date, etc.

A. LIABILITY INSURANCE

The Employer shall provide professional liability insurance for all employees in the bargaining unit, who work directly with residents.

The Employer shall provide liability insurance for employees who transport residents in Arc owned/leased vehicles. No employee shall transport residents in their own vehicles, except when duly authorized and needed to maintain efficient operations.

B. HEALTH INSURANCE

All full-time employees will be eligible for medical benefits (single coverage only) from a health care provider to be determined by the Employer, with coverage equal to or greater than that offered under the U.S. Healthcare HMO, in effect as of June 30, 1994. During the term of this Agreement, the Union shall have the right to approve the "equivalency" of any alternative plan selected by the employer, however, such approval shall not be withheld indiscriminately. During the term of this Agreement, this benefit shall be provided to eligible employees, at no cost. Additional coverage (i.e. Parent/Child, Family, etc.) may be purchased by the employee at his/her option.

With regard to the medical program (presently AmeriHealth), employees who are covered by that program as of 7/1/92, will continue to pay the current per day differential of coverage elected beyond single coverage. Employees hired after 7/1/92, who elect other than single coverage, shall be responsible to pay, by payroll deduction, the actual difference in cost, between the coverage elected and single coverage.

After one full year of employment with Employer, regular part-time employees, who are regularly scheduled and work at least 20 hours per week, will be eligible for this benefit, on a prorated basis.

Employees are required to complete necessary enrollment forms and to comply with payment provisions for elected dependent coverage or part-time cost differential.

The Employer retains the right to change the HMO provider, as long as the scope of benefits offered are not substantially reduced. Difference in office visit co-payments shall not be considered a "substantial" change for the purposes of this article.

All employees with the exception of substitutes shall be entitled to an amount not to exceed \$35 for a pre-employment physical.

Substitutes are not eligible for this benefit.

EXHIBIT N

- B. The term "holiday" means any day so designated under the Article concerning holidays herein or a day especially designated by the Employer herein.

ARTICLE 4 - PROBATIONARY PERIOD

Newly hired employees shall be required to successfully pass a 90-day probationary period, which shall begin on their date of hire. Once the work test period has been successfully passed, seniority will be retroactive to date of hire. Employees cannot utilize the grievance procedure during this probationary period.

ARTICLE 5 - NON-DISCRIMINATION

The Employer and the Union duly understand applicable State and Federal Laws and agree that there shall be no discrimination against any employee because of age, sex, marital status, race, color, religion, sexual preference, statutorily protected handicap/disability, national origin, political affiliation, union membership, or protected, legal, union activity.

ARTICLE 6 - PRIOR BENEFITS AND PRACTICES / HEALTH INSURANCE

Any and all existing benefits, including those benefits which are set forth as policies, practices and general working conditions which are substantially uniform in their application to employees in the unit, in the same or similar titles or jobs or locations, which are in effect upon the signing of this agreement shall remain in effect except to the extent that they are modified by this Agreement herein. The foregoing reference to existing benefits refers only to those benefits

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dealing with mandatory subjects of negotiations and rising to the level of a binding past practice as the latter phrase has been generally interpreted.

The Employer shall take necessary responsibility to upgrade uniforms on an as-needed basis.

HEALTH INSURANCE:

All full time employees shall be entitled to health insurance at the single coverage rate, with premiums for said coverage fully paid for by the Employer.

It is understood that the Employer has the ability to change the health care plan, so long as the changed plan is equal to, or better than, the current one.

It is further understood that any change that results in an increase in the employees' out-of-pocket expenditures (such as co-pays, deductibles, etc), must be negotiated with the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the terms and conditions of employment. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any appropriate member of Administration, and having the grievance adjusted without the intervention of the Union, prior to the first step of the Grievance Process.

B. DEFINITIONS

The term "grievance" shall mean an allegation that there has been:

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obtain permission from their immediate supervisor to engage in such activities and from the immediate supervisor of the grievant prior to investigating, present or processing any grievance.

- (b) Shop stewards or alternates shall be permitted, during non-working hours, to investigate grievances on the property of the Employer, provided, however, that shop stewards and alternates shall obtain permission from their immediate supervisor to engage in such activities and from the immediate supervisor of the grievant prior to investigating any grievance.
- (c) Under no circumstances shall shop stewards or alternates be discriminated against because of their position, but at all times they shall perform their work duties and responsibilities to the Employer as any employee would be required to perform the same.

ARTICLE 15 - UNPAID LEAVES OF ABSENCE

All employees covered under this agreement shall be entitled to a minimum of 12 weeks plus 30 days of unpaid leave. Such leave shall include NJ Family Leave (FLA) and U.S. Family Medical Leave (FMLA) for pregnancies, births, adoptions, injuries and serious medical conditions.

A. BEREAVEMENT LEAVE

Bereavement Leave shall be provided to all employees for up to three (3) days per incident at the time of a death in the employee's immediate family as hereafter defined: employees' spouse, child, legal ward, grandchild, foster child, father, mother, legal

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guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the employee's household.

Bereavement Leave shall not be cumulative and any such leave credit remaining unused by an employee at the end of the calendar year or upon separation from County employment shall be cancelled. The County reserves the right to require proof of the death.

B. JURY DUTY/WITNESS LEAVE

Employees covered under this Agreement shall be permitted leave pay when summoned for jury duty or when they are subpoenaed by a Court to appear as a witness in a legal matter. A written request for such leave shall be given by the employee to his/her immediate supervisor at least two (2) weeks in advance. If an employee is subpoenaed as a witness in a Court proceeding, forty-eight (48) hours prior to the hearing, a copy of the subpoena shall be given to his/her immediate supervisor, and the employee shall be granted leave with pay to attend the Court proceeding.

ARTICLE 16 - VACATIONS

All employees in the bargaining unit are entitled to accrue vacation time as follows:

- After 1 year 2 weeks
- Starting in year 5 3 weeks
- After year 10 4 weeks

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Vacations submitted on, or prior to March 1st of each year shall be granted on the basis of seniority. The determination (approval/denial) shall be made within 30 days of March 1st and transmitted to the employee.

Requests made after March 1st shall be determined on a first come, first serve basis. Except in cases of an emergency, vacation requests must be submitted no less than four (4) weeks in advance of the intended date of vacation use.

The Employer retains the right to request the nature of an emergency vacation request.

ARTICLE 17 - SICK DAYS

Employees in the bargaining unit are entitled to six (6) sick days per year, which shall accrue from year-to-year.

In December of each year, each employee has the option of "selling back" up to five (5) sick days.

ARTICLE 18 - HOLIDAYS

(a) Employees in this bargaining unit shall enjoy the following paid holidays:

- | | |
|----------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| President's Day | Memorial Day |
| July 4 th | Labor Day |
| Thanksgiving Day | Christmas Day |
| Employee's Birthday | |

(b) Employees who work on any of the above holidays shall receive ~~double~~ ^{Single AP} time

and one half for all hours worked on the holiday.

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EXHIBIT O

ARTICLE 21- HOLIDAYS

The Employer shall provide nine (9) paid holidays throughout the year to include the following:

1. New Year's Day
2. Martin Luther King Birthday
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Day

All of the above holidays shall be treated as Floating Holidays.

Employees will not be eligible for holidays until the first of the month following the completion of ninety (90) days of continuous employment.

Floating Holidays may not be taken prior to the holiday they are replacing, and must be taken prior to the same holiday they replace the following year.

ARTICLE 22 -- SICK LEAVE

- A. After an employee completes his/her ninety (90) day probationary period, he/she shall receive four (4) sick days or a total of thirty two (32) hours of sick time. Thereafter, the employee shall accrue five (5) hours per month, for a total of nine (9) sick days by the twelfth (12th) month of employment.
- B. Upon the employee's first, second and third anniversary of employment, he/she shall receive three (3) days and four (4) hours (28 total hours) of sick time and then accrue four (4) additional hours every month thereafter for a total of seventy two (72) hours per year. Upon the employee's fourth anniversary of employment and each anniversary thereafter, he/she shall receive four (4) days and four (4) hours of sick time and then accrue four (4) additional hours every month thereafter for a total of eighty (80) hours per year.
- C. Employees shall have the option to carry over a maximum of thirty (30) sick days. An employee shall also have the option to cash in and receive payment for up to half of their accrued sick days. Payment shall be made on the employee's anniversary date.
- D. Employees who are out sick for three (3) days or more require a doctor's note to substantiate the employee's use of sick time. Without a valid doctor's note, an absence of more than two (2) days may not be compensated out of an employee's

sick time. However, for purposes of calculating "days" out sick under this section, a double shift shall be considered a single "day" and not as two days.

ARTICLE 23 - VACATION LEAVE

- A. Full-time employees shall receive the following vacation days:
1. After one (1) year of service, five (5) vacation days;
 2. After two (2) years of service, ten (10) vacation days;
 3. After four (4) years of service, sixteen (16) vacation;
 4. After eight (8) years of service, twenty-two (22) vacation days.
- B. Except as provided below, vacation days may not be carried over from one year to the next year of service. Any employee who does not use vacation within a year from it being earned shall lose the right to vacation unless alternative arrangements are made in strict accordance with (C), below.
- C. Every effort shall be made to use vacation time within the year earned. However, if an employee cannot use vacation time due to a lack of staffing coverage, the Employer shall be notified and the employee shall be allowed to carry over and/or be compensated for the unused vacation time. The decision between carrying over vacation time and being compensated for it shall rest with management. If an employee's non-use of vacation time is not a direct result of staffing shortages or if arrangements are not made prior to the employee's anniversary date for carryover/compensation, the vacation days shall lapse and the employee shall lose his/her rights to them. In no event shall an employee carry more than two years worth of vacation time.
- D. Employees shall begin to earn vacation days following the ninety (90) day probationary period.
- E. Vacations must be scheduled at least four (4) weeks in advance with the supervisor.

ARTICLE 24 - PERSONAL LEAVE

A leave of absence without pay may be granted for up to six (6) months to full time Employees who have been employed for twelve (12) consecutive months, if, in the discretion of the Employer, the leave would not cause a hardship on the operation of the Employee's workplace. A request for a leave of absence shall be presented to the supervisor at least one (1) month in advance of the date in which the leave would begin. The request must state the reason for the leave and the date it will begin and end.

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ARTICLE 25 - BEREAVEMENT LEAVE

All Employees shall be paid at his/her regular rate of pay for three (3) working days absence in the event of a death in the immediate family. Immediate family shall include: father, mother, husband, wife, brother, sister, son, daughter, grandparents, grandchildren and in-laws, or other relative who is a member of the Employee's household.

ARTICLE 26 - MEDICAL/LIFE INSURANCE

A. Medical Insurance is available to regular full-time employees and their families based on a premium co-pay of 60% paid by the company and 40% paid by employee. Employees should see the Human Resources Department with questions regarding their medical insurance.

B. Life Insurance is available to regular full-time and part-time employees based on a premium co-pay of 60% by company and 40% paid by employee. There are two choices as stated below:

<u>Policy Amount</u>	<u>Monthly Premium</u>	<u>Caring Pays</u>	<u>Employee</u>
\$25,000.00	\$8.05 (currently)	60% (\$4.83)	40% (\$3.22)
\$35,000.00	\$11.27 (currently)	60% (\$6.76)	40% (\$4.51)

Employee should see the Human Resources Department with questions regarding life insurance. Premiums are subject to change during the contract period. Employer will provide notice to the Union of any rate changes.

ARTICLE 27 - PENSION PLAN

Union members have the option of participating in the Employer's 401K plan under the following conditions:

- 3 year vesting rights,
- Company matching funds up to 30% of employee contribution;
- Borrowing rights limited to hardship withdrawals as defined by the Internal Revenue Service and the Plan Provisions:
 - Employee must be 100% vested
 - Loans limited to 50% of Fund Account
 - One outstanding loan at any given time.

See the Human Resources Department for further details as to the specifics of the 401K plan.

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ARTICLE 17 - HEALTH BENEFITS

- A. Full-time employees covered by this Agreement who have completed at least six (6) months of continuous employment and who regularly work more than 25 hours per week, and eligible members of their families will be able to select HMO or POS coverage through insurance provided through the Employer. Employees who participate as individuals in the HMO plan shall be responsible for paying ten percent (10%) of the cost of the level of the medical coverage they choose. Employees who chose to have their eligible family members participate in the HMO plan shall be responsible for paying one hundred percent (100%) of the additional coverage. Employees who participate in the POS plan shall be responsible for paying one hundred percent (100%) of the cost of the level of medical coverage they choose. Employees may opt not to be covered by the medical insurance provided through the Employer.
- B. Upon thirty (30) days advance notice to the Union, the Employer may change carriers, the method of providing such medical insurance coverage, and/or discontinue all or part of the medical insurance coverage at its sole discretion.
- C. Coverage for both plans for participating employees will actually commence on the first day of the month following the full-time employee's six (6) month anniversary date.

ARTICLE 18 - ACCESS TO PERSONNEL FILE

Within five (5) business days of an employee's written request to the Employer's designee, an employee shall have the opportunity to review and examine his/her personnel file in the presence of an Employer representative. After an employee has reviewed and examined his/her personnel file, that employee may, within five (5) business days of the review and examination request a single copy of the documents contained in the employee's personnel file at no charge to the employee or the Union; provided, however, that said written request for copies identifies the specific documents requested.

ARTICLE 19 - JOB POSTINGS

The Employer will post all job vacancies for at least a two week period. The posting will include the job title, wage rate or salary, job description and requirements.

ARTICLE 20 - TRAINING

- A. The Employer will establish an on-going training program with instructors for the benefit of its employees. The Employer will give three weeks notice to employees of all training. If an employee provides timely notice (one week) of their inability to attend a training session, the Employer will make every effort to schedule an additional training session.

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3. An employee does not accumulate vacation during leaves of absence.
4. Vacation pay will be paid only at the time the vacation is taken or employment is terminated.
5. Vacation pay will be based on the employee's current hourly salary.

ARTICLE 15 - HOLIDAYS

A. The Employer shall provide eight (8) paid holidays throughout the year to include the following:

1. New Year's Day
2. Martin Luther King Birthday
3. Easter Sunday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

Full-time employees required to work holidays will receive twice their hourly rate of pay. Probationary, part-time, substitute and temporary employees required to work holidays will receive one and one-half of their hourly rate of pay.

To qualify for holiday pay an employee must work the scheduled work day before the holiday, the holiday itself if scheduled to work, and the scheduled work day after the holiday.

Employees who are out on a leave of absence are not entitled to holiday pay. Employees on their probationary period are not entitled to holiday pay. If a probationary employee works any of the holidays listed above they will be paid straight time only.

ARTICLE 16 - BEREAVEMENT LEAVE

Upon request to the Executive Director, or his designee, full time employees may be granted up to a maximum of five (5) days without pay, in the event of death of an immediate family member.

Immediate family shall be defined as spouse, parent, parent of current spouse, child, sibling, sibling of spouse, step-parent of current spouse, step child, step sibling, grandparent, grandchild, grandparent of a current spouse, and civil union partner as defined under New Jersey law. Bereavement leave shall not accrue.

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15.6 Vacation benefits shall be earned during such period that an employee is working and on the active payroll. However, absences due to illnesses compensable under the sick leave provisions of this Agreement shall be counted as time worked in determining vacation benefits earned hereunder. All other absences, either voluntary or involuntary, shall be considered as time not worked for purposes of computing vacation time earned hereunder.

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15.7 An employee shall not accrue any vacation credit during the probationary period. After completion of the probationary period, an employee shall be credited retroactively with vacation credit from the date of his/her original hire at the proper rate for each pay period.

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15.8 An employee may not accrue more than one and one-half (1 1/2) times his/her annual vacation entitlement unless management requests an employee to defer a vacation. Any unused vacation time over this number not taken by the end of the month of their date of hire, would be lost unless management has previously approved an extenuating circumstance in writing.

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15.9 The Agency shall post a notice by March 1 of each year which will remain posted for a two week period requesting that employees submit vacation request slips. The Agency shall post a vacation schedule by April 1 of each year giving preferential vacations to those employees who submit slips in accordance with their seniority, subject to operational requirements. Those employees who receive scheduled vacation time in accordance with this paragraph will receive priority over those employees who fail to request a vacation regardless of seniority.

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15.10 Employees are required to give no less than three (3) weeks advance notice to their supervisors of their vacation request for periods of five (5) consecutive days or more. The number of employees on vacation at one time shall be at the discretion of CHS. In no case shall vacation time be taken if it interferes with the orderly operation of the Agency.

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15.11 Regular full and part-time employees with at least one (1) year of continuous service who resign shall receive pay in lieu of unused earned vacation, provided one month's notice of intent to resign is given by the employee.

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15.12 All KKS staff (group workers) shall take planned vacation/holiday time that coincides with school holidays and/or vacations. All vacation requests will be reviewed by a supervisor and subject to the advanced approval of the Agency. All KKS staff should schedule their vacation schedule so that it is distributed throughout the year.

ARTICLE 16

HEALTH INSURANCE

16.1 CHS agrees to pay the premium at the rates specified by the health care provider for all employees who are on the active payroll and who have completed their probationary period to cover medical insurance for employees only. For new employees, health insurance shall be provided the first of the month following 90 days of employment.

16.2 Out-of-network deductibles for the low option medical insurance will change from \$1,000/\$3,000 deductible to a \$5,000/\$10,000 deductible. The low option out-of-network co-insurance will change from 70% to 50%. The low option out-of-network maximum out-of-pocket will change from \$10,000/\$30,000 to \$30,000/\$60,000.

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16.3 Employees wishing coverage for a spouse and/or children shall pay any added premium and agree to authorize CHS to deduct such amount from their paycheck in accordance with the practice of the health care provider.

16.4 The health care provider agrees to provide full access to this health insurance to all present and future employees.

16.5 The health care provider agrees that all employees, their spouses, and eligible children shall be eligible to be insured under this Plan without regard to previous medical condition.

16.6 CHS agrees to pay 89.5% of the single rate of blended premium rate, as the case may be. The excess above said amount shall be the responsibility of each covered employee and said excess amount shall be deducted from each employee's pay in accordance with the payment schedule established by the health care provider.

16.7 The co-pay for in-hospital admission under the health plan provider will be \$300 per day up to (5) five days per stay for a maximum of (2) two stays per year. The employee/dependent will be responsible for the first \$300 per admission and the agency will be responsible to pay or reimburse the employee/dependent for the difference, up to a maximum of \$1200 per admission, maximum of (2) two stays per year.

16.8 The employer shall have the right to change insurance companies providing the insurance coverage if substantially equivalent.

ARTICLE 17

WAGES

17.1 Effective January 1, 2009, a \$300.00 signing bonus, less appropriate taxes for all employees on the active payroll as of December 31, 2008 who have passed probation.

17.2 1.5% wage increase added to base effective January 1, 2009.

17.3 2.0% wage increase added to base effective October 1, 2009.

17.4 As per the current practice of The Children's Home Society of New Jersey, each employee shall continue to receive recognition of their service to the Agency on the fifth (5th) anniversary and every five (5) years of service thereafter at the level of \$100, to be given in September of each contract year.

17.5 All employees hired after June 1, 1993 shall be placed within the salary range set forth in Exhibit "A" in accordance with their education and experience as determined by CHS. Such employees shall thereafter be eligible for further increases set forth above.

17.6 CHS agrees to continue the current practice for overtime and compensatory time currently in effect.

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ARTICLE 19**INSURANCE**

19.1 Life Insurance. The Employer agrees to continue in force for the duration of this Agreement the same life insurance coverage in force as of the time of the execution of this Agreement.

ARTICLE 20**BENEFITS SCHEDULE**

20.1 All regular full-time employees who have completed their probationary period and who work thirty-five (35) hours or more per week shall be eligible for all benefits set forth in this Agreement.

20.2 All regular employees who have completed their probationary period and who work twenty-eight (28) or more hours per week, but less than thirty-five (35) hours per week shall be eligible to receive all benefits set forth in this Agreement on a pro-rata basis.

20.3 All regular employees who have completed their probationary period and who work twenty-one (21) hours or more per week, but less than twenty-eight (28) hours per week, shall be eligible to receive certain benefits on a pro-rata basis as follows: pension, sick-time, holidays, and vacation benefits, except as otherwise herein provided.

20.4 No other employee, including those who work less than twenty-one (21) hours per week, shall be eligible to receive any benefits, except for holiday, vacation and sick time which shall be credited on a pro-rata basis.

20.5 All regular employees on the active payroll as of the execution of this Agreement who were hired prior to June 1, 1993 shall continue to receive whatever benefits they were eligible to receive in accordance with the terms of this Agreement for so long as they remain on the active payroll. This shall not include casual employees not on the Agency's regular payroll.

ARTICLE 21**PAID LEAVES OF ABSENCE**

21.1 CHS recognizes that there are cases when illness, injury, death or emergencies involving either the employee or members of the immediate family may require him/her to be absent from work.

21.2 An employee qualifies for sick leave through personal illness or injury (not compensable under Worker Compensation laws) after completion of their probationary period. Each employee is required to report such absence to the office no later than the first (1st) hour of normal office hours of the first (1st) day, and to his supervisor during that same day and at reasonable intervals thereafter.

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21.3 Sick leave with pay is computed on a fiscal year basis from the employee's anniversary date. Sick leave may be accumulated from year-to-year, not to exceed a maximum of ninety (90) days for regular full-time employees; part-time employees who work twenty-one (21) hours or more per week shall accrue sick leave on a pro-rata basis. Employees who work less than twenty-one (21) hours per week shall not accrue sick leave except as otherwise herein provided. If injured on the job or otherwise sick or disabled for more than his allotted sick time, CHS will pay for health insurance for up to a six (6) month period of disability, after sick time is exhausted. Thereafter, the employee is entitled to apply for Long-Term Disability and is eligible for a second six (6) months of paid medical insurance coverage, provided the employee has returned to the active payroll continuously for a period of no less than twelve (12) months.

21.4 For employees out on sick leave, CHS requires a complete evaluation of the employee's health situation periodically as determined by CHS, but in no event less than every three (3) months with a doctor's note reconfirming their long term disability status. However, this does not apply to coverage for an employee choosing one (1) year maternity leave as stated in the personnel manual.

21.5 An employee who has completed his probation period is eligible to accrue sick leave with pay from the date of their most recent employment on the basis of the following formula:

All employees with less than five (5) years	6 hrs. per month
Five (5) to nine (9) years inclusive	9 hrs. per month
Ten (10) to nineteen (19) years inclusive	12 hrs. per month
Twenty (20) years and over	14 hrs. per month

Accrual of sick time will be calculated and pro-rated based on an employee's start date and termination date, rounded up or down to the nearest hour.

21.6 CHS requires a doctor's certificate of a staff member in cases of absence of five (5) consecutive work days or longer. In cases of frequent absences, and may require such a certificate in cases of absences before or after a holiday.

21.7 In cases of prolonged illness, the unpaid leave may be granted for a reasonable period of time at the discretion of the President & CEO. The medical condition, length of service, and previous sick leave will be taken into consideration in determining any extension.

21.8 The smallest increment of sick leave that may be used is one half ($\frac{1}{2}$) hour. Medical or dental appointments which cannot be secured outside of work hours may be taken as part of sick leave or the time made up within one (1) week.

21.9 After one (1) year of service, it is possible for a staff member who expects to remain with CHS for a reasonable period of time to borrow up to ten (10) additional days of unearned sick leave, as long as they have accrued an equal number of vacation days.

21.10 If, at the time of leaving CHS, a staff member has used unearned sick leave, an adjustment

will be made in the final pay to offset same. There will be no financial settlement for unused sick leave.

21.11 An employee may use his accumulated sick leave of twelve (12) days in any one (1) year for attendance upon an ill member of the immediate family or because of a death in the immediate family. Immediate family is defined as a: mother (in-law), father (in-law), spouse, (in absence of a spouse, significant other shall be limited to one (1) other person with whom the employee lives), child, grandchild, grandparent, brother or sister or relative of the employee who is part of the employee's household. Sick leave may not be used for appointments for family members for non-emergency, chronic health conditions or routine medical or dental appointments.

ARTICLE 22

UNPAID LEAVES OF ABSENCE

22.1 Maternity/Child Care Leave. After one (1) year of service and upon two (2) months notice a maternity/child care leave of either two (2) months or one (1) year without pay shall be permitted. Employees who agree to take a one (1) year leave of absence may request to return after six (6) months, provided that an opening is available in a job they are capable of performing at that time. Once the employee notifies the President & CEO in writing as to which plan is chosen, a change to the other option can be made only at the discretion of the President & CEO.

22.2 An employee who elects the one (1) year leave, must notify CHS three (3) months prior to the end of her leave that she will return.

22.3 The employee will not accrue any seniority rights during this leave of absence.

22.4 The worker will continue to be classified as an employee of CHS so that pension benefits and hospitalization can be reinstated immediately upon the employee's return. During this period, neither the employer nor the employee will contribute to the Retirement Plan.

22.5 If the employee wishes group medical plan insurance to remain in force, the employee may assume these costs until such time as the employee is again an active employee of CHS.

22.6 Educational Leave. After one (1) year of service and upon reasonable advance notice, a leave of absence for study may be granted the approval of the President & CEO. When such leave is allowed, there will be a written understanding.

22.7 The employee will not accrue seniority rights during this leave of absence.

22.8 The worker will continue to be classified as an employee of CHS so that pension benefits and hospitalization can be reinstated immediately upon the employee's return. During this period, neither the employer nor the employee will contribute to the Retirement Plan.

22.9 If the employee wishes his/her group medical plan and major medical insurance to remain

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